



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 23, 2020

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: DENNIS J SMITH
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4544

SUBJECT: **AWARD NOTICE Addendum #1 (effective August 6, 2020)**
CONTRACT NO. GSS20571-DIGITAL_PRESS
Digital Press

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. USE OF CONTRACT	2
2. CONTRACT PERIOD	2
3. ADDENDUM HISTORY	2
4. VENDORS	3
5. COPIER AND MULTIFUNCTION RESOURCE MANAGEMENT PROGRAM (CRMP)	3
6. PRICING	5
ADDITIONAL TERMS AND CONDITIONS.....	5



GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Copier and Multifunction Printer Resource Management Program (CRMP). *No orders may be processed by the vendor without the formal recommendation and PO. Vendor may fulfill only what is recommended by the CRMP.*

1. USE OF CONTRACT

[\(Return to Table of Contents\)](#)

This is not a mandatory use contract for covered agencies under Title 29 §6911. This contract is established to fill identified gaps in contract coverage for all State Agencies and shall be accessible to any School District, Political Subdivision/Municipality, or Volunteer Fire Company. The State of Delaware's participation in the NASPO ValuePoint contract is limited to those devices deemed as necessary, and not otherwise available through the State's copier contract, by the CRMP Program.

- a. Under Title 29 §6933, the State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the State of Oregon, under the National Association of State Procurement Officers (NASPO) ValuePoint contract for the procurement of the State's industrial supplies and equipment requirements.

2. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

The requirements herein are in addition to those in the executed NASPO ValuePoint Copiers & Managed Print Services contract and shall continue through December 31, 2021. At the sole discretion of Government Support Services, this Participating Addendum may further be extended to include any extensions as agreed to, by and between NASPO ValuePoint and the vendors.

3. ADDENDUM HISTORY

ADDENDUM #1 adds HP, Inc. and Canon U.S.A., Inc. to the contract, all terms and conditions remain the same.

4. VENDORS

[\(Return to Table of Contents\)](#)

<p>GSS20571-DIGITAL PRESSV01 Canon U.S.A., Inc. One Canon Park Melville, NY 11747 POC: Dave Rothauser PH: 631-330-5443 EM: drothasuer@cusa.canon.com FSF: 0000002662</p>	<p>GSS20571-DIGITAL_PRESSV02 HP, Inc. 1501 Page Mill Road Palo Alto, CA 94303 POC: Marvin Gonzalez PH: 505-415-7351 EM: marvin.gonzalez@hp.com FSF: 0000140596</p>
<p>GSS20571-DIGITAL_PRESSV03 Xerox Corporation 800 Phillips Road, Building 209, 800-51 Webster, NY 15580 POC: Moataz (Taz) Kamel PH: 855-964-1513 EM: Moataz.kamel@xerox.com FSF: 0000004022</p>	

5. COPIER AND MULTIFUNCTION RESOURCE MANAGEMENT PROGRAM (CRMP)

[\(Return to Table of Contents\)](#)

a) ADMINISTRATION

Title 29, Chapter 6308A (i) states Government Support Services shall provide graphics and printing services, including but not limited to, printing, duplicating, photography, and photocopying to all agencies under the Executive Department. If appropriate, the Director of Government Support Services may award a contract in accordance with Chapter 69 of this title. Agencies must send all requests for devices to:

COPIER RESOURCE MANAGEMENT PROGRAM
 STATE OF DELAWARE
 OFFICE OF MANAGEMENT AND BUDGET
 GOVERNMENT SUPPORT SERVICES
 100 ENTERPRISE PLACE, SUITE 4
 DOVER, DE 19904
 TELEPHONE: 302-857-4558
 FAX: 302-739-3779

See website for Copier and Multifunction Printer Resource Management Program processes:
<http://gss.omb.delaware.gov/copier/index.shtml>.

b) FUNCTIONS

The Copier and Multifunction Printer Resource Management Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier Management Program will maximize benefits of multi-function equipment while reducing fax machines, desktop and stand-alone printers in the workplace.

- 1) The CRMP Officer is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract.
- 2) The CRMP will ensure contract compliance with Agencies and Vendor(s).
- 3) The CRMP is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

- 4) The CRMP is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.
 - 5) All persons and agencies that use the contract must notify and coordinate the use of the contract with the CRMP, who must approve for placement of such equipment being procured.
 - 6) If the CRMP determines that the Contractor has failed to perform contractually required work, a Corrective Action Request (CAR) will be completed. Government Support Services will notify the vendor of the contract performance deficiencies requiring resolution within 30 days. This same procedure will be used in any instance where deliverables (i.e. commodities, services, or invoicing) are not in accordance with contract specifications.
 - 7) The CRMP is responsible for working with the Director or his designee on any modification to the scope of work or special projects that may be required during the active contract term.
- c) COORDINATION WITH CRMP OFFICER
- Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the CRMP Officer for resolution.
- 1) Any questions related to performance of the work of the contract by contract users shall be directed to the CRMP Officer.
 - 2) The Contractor may contact the CRMP Officer if the contractor cannot resolve a dispute with the contract users.
 - 3) Cancellations under this contract require CRMP approval.
- d) ORDERING PROCEDURES
- The Copier and Multifunction Printer Resource Management Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier and Multifunction Printer Resource Management Program will maximize benefits of multi-function equipment while reducing fax machines, desktop and stand-alone printers in the workplace.
- 1) The CRMP officer is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract.
 - 2) The CRMP will ensure contract compliance with Agencies and Vendor(s).
 - 3) The CRMP coordinates the use of this contract and assists in resolving minor disputes between the contractor and end users.
 - 4) The CRMP is the central coordinator of the use of this contract for all using Agencies. End users process invoices, order supplies, and contract the vendor for any required maintenance.
 - 5) All persons and agencies that use the contract must notify and coordinate the use of the contract with the CRMP, who must approve for placement of such equipment being purchased/leased.
 - 6) Approved orders from the CRMP will have a CRMP Formal Recommendation that must accompany the PO when ordering from the Vendor. Only orders with a CRMP Formal Recommendation and valid PO may be filled under this contract. Failure to do so may be cause for termination of contract.

- 7) When the Vendor receives the CRMP recommendation and Agency PO from the ordering Agency, the Vendor has seventy-two (72) hours to acknowledge receipt of order and provide an estimated delivery date.
- 8) Notice of any delivery problems is required. The confirmation must be made to the ordering agency as stated in the purchase order.

6. PRICING

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year.

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS20571-DIGITAL_PRESS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a) Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b) Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c) When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d) The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

Award Notice – Addendum #1
Contract No. GSS20571-DIGITAL PRESS

- e) If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.