



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 15, 2016

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

FROM: Shannon Wrobel
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4537

SUBJECT: **AWARD NOTICE – Addendum #3 effective April 26, 2017**
CONTRACT NO. GSS15489-OFFICESUPPLIES
OFFICE SUPPLIES AND ACCESSORIES

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

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

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from August 1, 2015 to July 31, 2016. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The contract has been extended one year through July 31, 2017.

3. ACCOUNT SET UP:

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Contract users must contact the appropriate Dedicated Customer Care Team Contact below to set up an account and have access to the on-line order site: <https://order.staplesadvantage.com/>
Upon account set up, each user will receive email notification that their account is active. The notification will contain Customer ID to the order site and users will be prompted to establish a password before they are able to proceed to shop the contract. Further ordering instructions, restrictions, and processes for use of this contract are contained in this Award Notice. Please read it in its entirety.

4. VENDOR:

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Send PO's and Orders to:
STAPLES ADVANTAGE
125 Mushroom Blvd.
Attn: Data Entry
Rochester, NY 14623
FAX: 888-222-8618
FSF ID#0000000955

Remit to:
STAPLES BUSINESS ADVANTAGE
Dept. DC
PO BOX 415256
Boston, MA 02241-5256

State of Delaware Dedicated Customer Care Team Contact Information:

Dedicated Customer Care Team: general questions, order status, returns, credits, etc.

Phone: 888-334-0328
Fax: 888-222-8618
Email: governmentteam@staples.com

Service Consultant: updates, etc.

Beverly McIntyre
Phone: 443-736-4046
Fax: 508-382-4598
Email: beverly.mcintyre@staples.com

Account Manager – State Agencies: program details and special orders

Bryan Evans
Phone: 301-370-7999
Email: bryan.evans@staples.com

Account Manager – Schools, Higher Ed, Municipalities, Counties, etc.

Reid Ringham
Phone: 800-270-9710 ext: 2232
Email: reid.ringham@staples.com

5. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

6. DELIVERY AND PICKUP

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Vendor shall deliver next business day to specific locations for orders placed by 4:00 p.m.

7. MINIMUM ORDER REQUIREMENT

As per NJPA Amendment to Contract #01615, a \$35.00 minimum order is in effect. In the event a buyer places an order below the minimum order size, they will be notified that the order cannot be processed until the order minimum is met.

It is recommended that agencies establish a system for compiling orders on a weekly or biweekly basis to ensure meeting the minimum order requirement.

8. RETAIL OUTLETS

Agencies may desire to purchase items on this agreement at any of the contractor's retail outlets within the State of Delaware. This agreement allows for those parties to the contract to make purchases at the Vendor's retail outlets under the following conditions. Purchases made at retail outlets must be paid for by a Delaware Purchasing Card or a purchasing card of the appropriate jurisdiction or entity. Purchasing Card must be registered with the vendor (Staples Contract & Commercial, Inc., operating as Staples Business Advantage ("Staples")) in order to identify the purchase as a "Contract Purchase". In order to register a Purchasing Card with Staples for use at a retail outlet, the Purchasing Card holder must contact Steve Berman at steve.berman@staples.com and follow Staples' process to register the Purchasing Card prior to making the purchase. Vendor agrees to protect contract pricing for items covered by this contract which are purchases at retail outlets by authorized users in accordance with the above. The Vendor has no obligation to provide all items covered by this contract at its retail outlets.

9. PRICING

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Prices shall be as per NJPA Contract #010615-SCC for the term of the contract.

ADDITIONAL TERMS AND CONDITIONS

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10. 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.

11. 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.

12. 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.

13. ORDERING PROCEDURE

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Contractor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor will only accept orders for items that are included under this contract through the Staples Advantage process. With the exception of provisions for retail outlet purchases provided by the RETAIL OUTLETS clause of this agreement, to the extent possible, the State of Delaware agency orders will be placed via the contractors' electronic online web-based catalog. It is the intent of GSS to limit and reduce the instance or orders for supplies covered by this contract placed by phone, FAX, mail or other means. This clause applies to State of Delaware Executive and Judicial agencies only.

Contractor is 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.

14. BEST VALUE PRODUCTS

The State of Delaware requires vendor cooperation to identify products of specific attributes, quality, and price that would be considered the best value for the State to purchase from those catalogs offered. The state shall have sole discretion to review and accept any product that will be identified as a Delaware Best Value option. Any items selected as a Delaware Best Value item(s) may be predominately identified to shoppers by the state, and shall include, but is not limited to, unique identification with the State of Delaware's eProcurement system.

15. UNSPSC CATEGORIZATION

The State reserves the right to restrict awarded products and services to applicable United Nations Standard Products and Services (UNSPSC) Codes to within the Agreement scope of work. UNSPSC Codes are available at <http://www.unspsc.org/>

16. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15489-OFFICESUPPLIES on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

17. SHIPPING:

A packing label must be on the outside of each box and include the following information:

- | | |
|---------------|-------------------|
| *Company Name | *Contact |
| *Address | *Telephone number |
| *Department | *Mail Code |

A packing slip must accompany each shipment including the following information, in no particular order:

- | | |
|------------------------|-------------------|
| *Line item description | *Quantity ordered |
|------------------------|-------------------|

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- *Any back ordered items
- *Unit price
- *Agency name/Dept.
- *All information contained on the packing label
- *Quantity shipped
- *Number of parcels
- *FOB Destination

18. RETURN POLICY:

In the rare case that you are unsatisfied with your purchase, Staples offers an easy online returns process that is available on the same site as you order your products. You can return all orders online, regardless of how those orders were placed, with no telephone calls required.

Once your return request has been processed, we'll arrange to have the returned item picked up by your Staples delivery driver or original delivery method (UPS, etc.), at no cost to you. You can also call Customer Service anytime with return questions or to process a return. Returned items can be exchanged or credited to your account upon verification of condition.

Credits

Credits for returned items are issued once the returned item is received back at the Staples fulfillment center. Typically returns are picked up within 1-5 business days and the credit is released within 24-48 hours after the fulfillment center receives and processes them.

Staples' Return Policy

At anytime, you may return any Staples® brand office supply, Sustainable Earth by Staples™ or Diversity Product Solutions by Staples™ product if it doesn't meet your satisfaction.

Product Applicable Category Return Period

Office Supplies 30 Days

Staples will accept returns of a product in saleable condition, within the applicable return period, with its complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip (two copies provided with original shipment).

IMPORTANT NOTES ABOUT ALL RETURNS:

Non defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit.

Calendars cannot be returned after January 31 of the year to which they correspond. For health and safety reasons, food, beverages and first aid and medical products cannot be returned. For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging. Products purchased in bulk, including those intended to be used during a World Health Organization (WHO) Epidemic or Pandemic alert, are subject to review prior to return.

Terms and Conditions

Manufacturer Warranty: Staples will pass through all manufacturers' warranties to the customer. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.

Hazardous and Oversized Materials: Additional charges may be incurred for the shipping and handling of products classified as hazardous or oversized materials. Partial cartons or opened containers of hazardous materials cannot be returned. It is your responsibility to ensure the products are used and disposed of in accordance with all applicable federal, state, county and local laws and regulations, including environmental rules and regulations.

19. REQUIREMENTS

Vendor shall provide and deliver the State's Office Supply needs.

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.

20. 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.

21. NON-PERFORMANCE

In the event the contractor does not materially fulfill its obligations under the terms and conditions of this contract, except for a force majeure event, 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.

22. 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.

23. 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.

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- 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.
- 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>.