

January 28, 2010

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

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE - Addendum # 1 – Effective December 1, 2009**
CONTRACT NO. GSS09484-Out Print
Outsourced Printing

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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, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

It is a requirement pursuant to Executive Order 39, that State Agencies use the Printing and Publishing Office for all printing needs. **Contract vendors are not permitted to solicit printing projects directly from State Agencies.** In the event that a contracted vendor receives a request for printing directly from a State Agency without the expressed approval of the Printing and Publishing Office or without a work order number, the Printing and Publishing Office must be notified by the vendor for approval prior to accepting work from the agency.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a two (2) year period from December 1, 2009 through November 30, 2011. Each contract may be renewed for two (2) additional 1 year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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<p>Associates Graphic Services 100 Rogers Road Wilmington, DE 19801 Contact: Judy Prime Fax: 302-656-4890 Email: jprime@agsprint.com Contract Code: GSS09484-OutPrint-V01</p>	<p>ATL-East Tag & Label Company, Inc. 1244 West Chester Pike – Suite 407 West Chester, PA 19382 Contact: Jim Gordon Phone: 800-245-9441 Fax: 610-692-3044 Email: jgordon@atlas-tag.com Contract Code: GSS09484-OutPrint-V02</p>
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KEY CONTRACT INFORMATION

3. VENDORS: (continued)

<p>Aztec Copies, LLC 1606 Delaware Avenue Wilmington, DE 19806 Contact: Jeffrey Durham Phone: 302-575-1993 Fax: 302-575-1977 Email: jdurham@azteccopies.com Contract Code: GSS09484-OutPrint-V03</p>	<p>Bowman Printing 955 S. Chapel Street Newark, DE 19713 Contact: Jane Stevens Phone: 302-738-7000 Fax: 302-738-2646 Email: jane@bowmanprinting.com Contract Code: GSS09484-OutPrint-V04</p>
<p>William N. Cann, Inc. 1 Mecco Circle Wilmington, DE 19804 Contact: Forrest S. Berger Phone: 302-995-0820 Fax: 302-995-0825 Email: fsberger@cannprinting.com Contract Code: GSS09484-OutPrint-V05</p>	<p>Cecil Graphics, Inc. 72 Technology Drive Triumph Industrial Park Elkton, Maryland 21921 Contact: Michael R. McKinney, Jr. Phone: 410-398-7670 Fax: 410-398-7094 Email: mmckinney@cecilgraphics.com Contract Code: GSS09484-OutPrint-V06</p>
<p>Delta Forms Inc. 31 Germay Drive Wilmington, DE 19804 Contact: Eric White Phone: 302-652-3266 Fax: 302-652-3110 Email: deltaforms72@aol.com Contract Code: GSS09484-OutPrint-V07</p>	<p>Farley Printing 96 Vandever Avenue Wilmington, DE 19802 Contact: William Englehart Phone: 302-656-4466 Fax: 302-654-3610 Email: wfe@farleyprinting.com Contract Code: GSS09484-OutPrint-V08</p>
<p>JD Sign Company 515 Smith Ave. Harrington, DE 19952 Contact: Jason Dean Phone: 302-786-2761 Fax: 866-432-2502 Email: info@delawaresign.com Contract Code: GSS09484-OutPrint-V09</p>	<p>McClafferty Printing Company 1600 N. Scott Street Wilmington, DE 19806 Contact: Michael Parson Phone: 302-652-8112 ext. 105 Fax: 302-652-2295 Email: mparson@mcclaffertyprinting.com Contract Code: GSS09484-OutPrint-V10</p>
<p>Mercantile Press, Inc. 3007 Bellevue Ave. Wilmington, DE 19802 Contact: Coleman E. Bye III Phone: 302-764-6884 Fax: 302-762-7682 Email: corky@mercantilepress.com Contract Code: GSS09484-OutPrint-V11</p>	<p>Provide LLC 100 Pencader Dr Newark, DE 19702 Contact: Rob Fitzgerald Phone: 302-391-1200 Fax: 302-391-1206 Email: rob.fitzgerald@providegroup.com Contract Code: GSS09484-OutPrint-V12</p>

KEY CONTRACT INFORMATION

3. VENDORS: (continued)

RR Donnelly 4060 Butler Pike, Suite 200 Plymouth Meeting, PA 19462 Contact: Andrew McFillin Phone: 610-941-2421 Fax: 610-834-8101 Email: Andrew.mcfillin@rrd.com Contract Code: GSS09484-OutPrint-V13	Sir Speedy 1010 N. Union Street Wilmington, DE 19805 Contact: Daniel Nester Phone: 302-654-2498 Fax: 302-654-0852 Email: print@sirspeedywilm.com Contract Code: GSS09484-OutPrint-V14
Small Associates 406 Marsh Road Wilmington, DE 19809 Contact: Al Stiles Phone: 302-764-0820 Fax: 302-764-0740 Email: Astiles@smallprinting.com Contract Code: GSS09484-OutPrint-V15	Staples, Inc. 1414 Radcliffe Street, Suite 110 Bristol, PA 19007 Contact: Bill Splain Phone: 717-468-0058 Fax: 877-273-8335 Email: William.splain@staples.com Contract Code: GSS09484-OutPrint-V16
Vanguard Direct 1155 Phoenixville Pike, Suite 101 Westchester, PA 19380 Contact: Hugh Friel Phone: 610-344-0700 ext 26 Fax: 610-344-9102 Email: Hugh@vanguarddirect.com Contract Code: GSS09484-OutPrint-V17	

4. SHIPPING TERMS:

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F.O.B. destination. Delivery of final printed product to (5) locations or less without additional fees billed to the State.

ADDITIONAL TERMS AND CONDITIONS

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5. 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.

6. 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.

7. 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.

8. 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.

9. REQUIREMENTS:

This contract is issued to cover Government Support Services, Outsourced Printing requirements and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

10. 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.

11. 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.

12. 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.

13. 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.

14. PRICING:

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

Pricing can be found here:

<http://gss.omb.delaware.gov/contracting/contracts/484.shtml>

Please contact Printing & Publishing for all pricing and recommendations at 302-857-4520.

The pricing spreadsheet, posted on the referenced website, has been amended to reflect the best and final offers submitted by all awarded vendors.