



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

July 14, 2010

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

FROM: SANDRA H. MCKINLEY  
STATE CONTRACT PROCUREMENT OFFICER II  
302-857-4558

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS10483-DESIGN\_LAYOUT**  
DESIGN LAYOUT SERVICES

---

**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

<b>1. MANDATORY USE CONTRACT:</b> .....	2
<b>2. CONTRACT PERIOD:</b> .....	2
<b>3. VENDORS:</b> .....	2
<b>4. SHIPPING TERMS:</b> .....	2
<b>5. DELIVERY AND PICKUP:</b> .....	2
<b>6. PRICING:</b> .....	2
<b>ADDITIONAL TERMS AND CONDITIONS</b> .....	4

**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT:**

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

**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.

**2. CONTRACT PERIOD:**

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

Each contractor's contract shall be valid for a two (2) year period from August 1, 2010 through July 31, 2012. Each contract may be renewed for three (3) additional 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.

**3. VENDORS:**

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

Associates International, Inc. d/b/a/ Associates Graphic Services 100 Rogers Road Wilmington, DE 19801 Contact: Judy Prime Phone: 302.656.4500 Ext. 106 Fax: 302.656.4890 Email: <a href="mailto:jprime@agsprint.com">jprime@agsprint.com</a>	VO1	The Star Group 135 S. West Street Wilmington, DE 19801 Contact: Amy Colbourn Phone: 302.434.8702. Fax: 302.434.8701 Email: <a href="mailto:acolbourn@stargroup1.com">acolbourn@stargroup1.com</a>	VO2
Janet Hughes & Associates Three Mill Road, Suite 205 Wilmington, DE 19806 Contact: Janet Hughes Phone: 302.656.5252 Fax: 302.656.5789 Email: <a href="mailto:janet@janethughes.com">janet@janethughes.com</a>	VO3	Jada Creative Communications 950 Mount Holly Road Edgewater, NJ 08010 Contact: Al Bullock Phone: 609.835.4314 Ext. 11 Fax: 609.835.5354 Email: <a href="mailto:abullock@jadacreative.com">abullock@jadacreative.com</a>	VO4

**4. SHIPPING TERMS:**

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

F.O.B. destination.

**5. DELIVERY AND PICKUP:**

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

Refer to specific vendor turn-around times in pricing section.

**6. PRICING:**

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

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

**Design Classes**

**Class I** – Basic forms and letterhead design; basic printed material layout; basic changes to existing brochures, magazines, manuals, newsletters and other materials. Pre-press to include converting artwork to CMYK/Grey Scale or 2-3 spot colors.

**Class II** – Complex forms design; layout and design of documents with photographs, artwork and special fonts; layout and design of simple brochures, newsletters, manuals, magazines and other materials; complex changes to existing printed materials.

**Class III** – Development of logos, special artwork and fonts; layout and design of complex brochures, magazines, manuals, newsletters and other materials; creation of original artwork and designs.

**The vendor will not charge supplemental or contingency fees for these materials or proofs. 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 express approval, the Printing and Publishing Office must be notified.**

VENDOR	CLASS	PRICE PER HOUR	TURN AROUND TIME
Janet Hughes	I	\$68.50	24-48 hrs
	II	\$85.00	48-72 hrs
	III	\$100.00	72-240 hrs depending on scope
AGS	I	\$55.00	6-12 hrs
	II	\$65.00	24-48 hrs
	III	\$85.00	48-96 hrs
The Star Group	I	\$70.00	1-24 hrs
	II	\$85.00	48-72 hrs
	III	\$105.00	48-240 hrs
Jada	I	\$75.00	24 hrs
	II	\$85.00	36 hrs
	III	\$105.00	48 hrs

## **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. 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.

### **12. 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.

### **13. 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.

#### **14. 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.
- 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>.