

STATE OF DELAWARE EXECUTIVE DEPARTMENT OFFICE OF MANAGEMENT AND BUDGET

June 1, 2018

- TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS
- FROM: THERESA NEWMAN STATE PROCUREMENT OFFICER 302-857-4552
- SUBJECT: AWARD NOTICE Addendum #3 EFFECTIVE January 28, 2019 CONTRACT NO. GSS18811-PRINT_SERVICE PRINTING SERVICES

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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.

It is a requirement pursuant to Executive Order 39, that State Agencies use the Printing and Publishing Office for all graphics services. Contract vendors are not permitted to solicit projects directly from State Agencies. In the event that a contracted vendor receives a request for design or 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 contractor's contract shall be valid from June 1, 2018 through February 29, 2020. 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.

3. VENDORS - PRINTING SERVICES

A. OUTSOURCE PRINTING -

(Do Not Contact Vendor Directly for Quote. Please see section #6 for instructions)

Cann Printing One Meco Circle Wilmington, DE 19804 FSF # 0000024227 VENDOR ID# GSS18811- PRINT_SERVICE01	Cenveo 200 First Stamford Place Stamford, CT 06902 FSF# 0000037674 VENDOR ID# GSS18811- PRINT_SERVICE02	Taylor Corp. DBA/Curtis 1000 1725 Breckinridge Parkway, Suite 500 Duluth, GA 30196 FSF#0000058969 VENDOR ID# GSS18811- PRINT_SERVICE03
www.Cannprinting.com Glenn Griffin (Phone) 302-995-0820 (Cell) 302-545-6306 glenngriffin@cannprinting.com	www.cenveo.com Elaine Bragg Senior Account Executive (Phone) 443-926-6556 (Fax) 420.838.4752	www.curtis1000.com Jonathan Clewer (Phone) 443-764-9200 (Secondary) 770-925-4500 Ext. 3512
Jerry Price (Phone) 302-995-0824/ (Cell) 302-995-0825 jerryprice@cannprinting.com	elaine.bragg@cenveo.com Sharon Austin 814-832-7233 814-832-0189 sharon.austin@cenveo.com	(Fax) 410-287-2612 (Cell) 443-764-9200 jclewer@curtis1000.com Marcy Morris (Phone)877-287-8715 x30261

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	(Secondary) 770-925-4500 (Fax) 800-470-4296 mmorris@curtis1000.com
KM Printing LLC dba/ Strategic Factory 11195 Dolfield Blvd Owings Mills, MD 21117 FSF# 0000164891 VENDOR ID# GSS18811- PRINT_SERVICE05 www.strategicfactory.com Scott Stein (Phone) 410-527-1388 Scotts@strategicfactory.com Kim Barefield 410-527-1388 443-589-3144 kimb@strategicfactory.com	McGraphix Advertising Products 37091 E Whitetail Drive Selbyville, DE 19975 FSF# 0000007282 VENDOR ID# GSS18811- PRINT_SERVICE06 www.mcgraphixinc.com Al McDonald (Phone) 302.436.9665 (Fax) 302.295.9942 webinfo@mcgraphixinc.com Steve McDonald (Phone) 302.436.9665 (Fax) 302.295.9942 webinfo@mcgraphixinc.com Steve McDonald (Phone) 302.436.9665 (Fax) 302.295.9942 webinfo@mcgraphixinc.com REMOVED From Contract Effective 12/31/2018
Reprographics Center, Inc. dba/ RCI Printing & Graphics 298 Churchmans Rd New Castle, DE 19720 FSF# 0000007377 VENDOR ID# GSS18811- PRINT_SERVICE08 www.rciplot.com Michael Janis, Jr (Phone) 302-328-5019 (Secondary) 302-328-6221 (Fax) 302-328-5067 (Cell) 302-275-0701 mike.janis@rciplot.com Cindy Baird (Phone) 302-328-5019 (Secondary) 302-328-5019 (Secondary) 302-328-6221	Vanguard Direct 1500 JFK Boulevard, Suite 1050 Philadelphia, PA 19102 FSF# 0000002147 VENDOR ID# GSS18811- PRINT_SERVICE09 https://www.hellovanguard.com/ John Incollingo 215-468.0211x612 JFI@HELLOVANGUARD.COM
	Factory 11195 Dolfield Blvd Owings Mills, MD 21117 FSF# 0000164891 VENDOR ID# GSS18811- PRINT_SERVICE05 www.strategicfactory.com Scott Stein (Phone) 410-527-1388 Scotts@strategicfactory.com Kim Barefield 410-527-1388 443-589-3144 kimb@strategicfactory.com Reprographics Center, Inc. dba/ RCI Printing & Graphics 298 Churchmans Rd New Castle, DE 19720 FSF# 000007377 VENDOR ID# GSS18811- PRINT_SERVICE08 www.rciplot.com Michael Janis, Jr (Phone) 302-328-5019 (Secondary) 302-328-6221 (Fax) 302-328-5067 (Cell) 302-275-0701 mike.janis@rciplot.com Cindy Baird (Phone) 302-328-5019

B. BUSINESS CARDS -

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Cenveo	Taylor Corp. DBA/Stationary House	KM Printing LLC dba/ Strategic Factory
200 First Stamford Place	1725 Breckinridge Parkway, Suite 500	11195 Dolfield Blvd
Stamford, CT 06902	Duluth, GA 30196	Owings Mills, MD 21117
FSF# 0000037674	FSF#0000058969	FSF# 0000164891
VENDOR ID# GSS18811-	VENDOR ID# GSS18811-	VENDOR ID# GSS18811-
PRINT_SERVICE02	PRINT_SERVICE03	PRINT_SERVICE05
www.cenveo.com Elaine Bragg Senior Account Executive (Phone) 443-926-6556 (Fax) 420.838.4752 elaine.bragg@cenveo.com Sharon Austin 814-832-7233 814-832-0189 sharon.austin@cenveo.com	www.curtis1000.com <u>ORDERS:</u> Tammy Bumbaugh Stationery House 105 E. Ninth Street Waynesboro, PA 17268 (Phone) 1-800-346-2567 (Fax) 1-800-253-1838 brokerinfo@stationeryhouse.com Jonathan Clewer (Phone) 443-764-9200 (Secondary) 770-925-4500 Ext. 3512 (Fax) 410-287-2612 (Cell) 443-764-9200 jclewer@curtis1000.com	www.strategicfactory.com Scott Stein (Phone) 410-527-1388 Scotts@strategicfactory.com Kim Barefield 410-527-1388 443-589-3144 kimb@strategicfactory.com

C. Envelopes -

Cenveo	Taylor Corp. DBA/Curtis 1000	KM Printing LLC dba/ Strategic
200 First Stamford Place Stamford, CT	1725 Breckinridge Parkway, Suite 500	Factory
06902	Duluth, GA 30196	11195 Dolfield Blvd
FSF# 0000037674	FSF#0000058969	Owings Mills, MD 21117
VENDOR ID# GSS18811-	VENDOR ID# GSS18811-	FSF# 0000164891
PRINT_SERVICE02	PRINT_SERVICE03	VENDOR ID# GSS18811-
	www.curtis1000.com	PRINT_SERVICE05
www.cenveo.com	Jonathan Clewer	
	(Phone) 443-764-9200	www.strategicfactory.com
Elaine Bragg	(Secondary) 770-925-4500 Ext. 3512	
Senior Account Executive (Phone) 443-		Scott Stein
926-6556	(Fax) 410-287-2612	(Phone) 410-527-1388
(Fax) 420.838.4752	(Cell) 443-764-9200	Scotts@strategicfactory.com
elaine.bragg@cenveo.com	jclewer@curtis1000.com	
	Marcy Morris	Kim Barefield
Sharon Austin	(Phone)877-287-8715 x30261	410-527-1388
814-832-7233	(Secondary) 770-925-4500	443-589-3144
814-832-0189	(Fax) 800-470-4296	kimb@strategicfactory.com
sharon.austin@cenveo.com	mmorris@curtis1000.com	

4. SHIPPING TERMS

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

5. PRICING

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

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6. HOW TO USE CONTRACT

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- A) <u>Outsource Printing</u> All request for quotes must be processed through the Printing and Publishing Office. State Agency's <u>must</u> complete a <u>work order submission</u> for all services under the "Outsource Printing Pricing" tab on the pricing spreadsheet. The PPO office will coordinate with vendors, if needed, to provide the most advantageous pricing for each work order.
- B) <u>Business Cards -</u> All orders shall be placed directly with the awarded Business Card vendors. See contact list above in section #3B
 - Cenveo Corporation Call in order
 - KM Printing LLC DBA Strategic Factory Call in order
 - Stationary House Order forms Go to the <u>Addendum History</u> to complete the Order Form. Instructions are within form. <u>http://contracts.delaware.gov/addendum_history.asp?i=4763</u>
- C) <u>Envelopes</u> All orders shall be placed directly with the awarded Envelope vendors. See contact list above in section #3C.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. 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.

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.

9. 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.

10. PURCHASE ORDERS

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

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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. <u>http://gss.omb.delaware.gov/divisionwide/forms.html</u>