

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

July 29, 2012

- TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS
- FROM: KIM JONES STATE CONTRACT PROCUREMENT OFFICER 302-857-4584
- SUBJECT: AWARD NOTICE-Addendum #8, effective March 10, 2016 CONTRACT NO. GSS12090-BUSINESS\_CARD BUSINESS CARDS

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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.

### 2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from August 1, 2012 through July 31, 2013. Each contract may be renewed for three (3) additional one (1) year period 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.

Contract has been extended through July 31, 2014.

Contract has been extended through July 31, 2015 with Schwaab revised pricing. Contract has been extended through July 31, 2016.

## 3. VENDORS:

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GSS12090-BUSINESS_CARDV01	GSS12090-BUSINESS_CARDV03
Item 1.A	All Items
Schwaab, Inc.	Delaware Correctional Industries
12855 W. Lisbon Rd	245 McKee Rd
Suite 100.	Dover, DE 19904
Brookfield, WI 53222	Contact: David Owen
Contact: Jeff Steggeman	Phone: (302) 653-9261 Ext 2393 or 2342
Phone: 414-443-5450	Fax: (302) 653-2844
Fax: 800-935-9866	E-Mail: doc_dcisales@state.de.us
steggeman@schwaab.com	FSF Vendor ID# 3804090000
FSF Vendor ID#: 0000098120	

### SHIPPING TERMS:

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

Vender shall deliver completed business card orders to the ordering agency within 14 working days from receipt of final approval of proof.

### 4. ORDERING:

(Return to Table of Contents) Agencies shall contact the appropriate awarded vendor to place orders. Agencies are responsible for providing an electronic version of their logo to the vendor when ordering.

### 5. PRICING:

Prices will remain firm for the term of the contract year. Pricing can be found on the Award Notice Pricing spreadsheet. New pricing effective 8/1/2014.

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## ADDITIONAL TERMS AND CONDITIONS

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### 6. 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.

### 7. <u>PAYMENT</u>:

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.

### 8. 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. <u>REQUIREMENTS</u>:

This contract is issued to cover the Business Card requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

Standardization and cost reductions are Output Management goals for the State of Delaware. The Printing and Publishing Office of Government Support Services recommends single color printing as the standard for all business cards. Printing of more than two colors or the use of gold/silver foil is not recommended. Any agency requesting more than two colors or the use of gold/silver foil MUST submit their request to the Manager of Printing and Publishing in writing and must receive approval prior to requesting this type of printing from the vendor. Requests can be sent to <u>PPOWorkOrder@state.de.us</u>.

The vendor under this contract must receive written approval from the Manager of the Printing and Publishing Office of Government Support Services prior to completing any printing with more than two colors or gold/silver foil.

### 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 RESPONSIBLIITIES:

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.

#### 15. TECHNICAL SPECIFICATIONS:

#### a. OWNERSHIP OF PRINTING MATERIALS:

All artwork, camera ready copy, negatives, photos and similar materials used to produce a printing job shall become the property of the State of Delaware.

#### b. STANDARD SPECIFICATIONS:

- STOCK: 80 Lb. weight, smooth white business card stock, 50% waste Paper and 20% post consumer waste (50/20).
- SIZE: 2" X 3-1/2"

### STANDARD SPECIFICATIONS (continued)

## STANDARD INKS: Reflex Blue, Process Blue, Black Rhodamine Red, PMS 185 Red, PMS 423 Gray, PMS 469 Brown, PMS355 Green, Forest Green, PMS 207 Burgundy, PMS 320 Teal, PMS 165 Orange, BCE Gold, And BCE Silver Raised (Thermographic) Printing.

TYPESETTING: Contractor shall be responsible for all typesetting/paste-up. This shall be included in quoted prices.

Cards shall have nine (9) lines standard **<u>NOT</u>** to include the State seal and recycle logo.

- PROOF: Type shall be **thoroughly** proofed by the Contractor **prior** to being submitted to agency for approval. Proofs returned to the contractor with errors will not be subject to an upcharge. Proofs returned to Contractor with additional changes to style, placement or wording etc. may be subject to an additional charge not to exceed the quoted amount in the bid reply section. Proofs will be returned to the agency within three (3) business days after receipt of original order.
- ART WORK: Art work for most State agencies can be provided in PDF format or on paper upon request to Government Support Services. School Districts and other ordering entities will be responsible to provide the contractor with camera-ready art work, or other suitable art work for producing business cards.

### STANDARDIZATION REQUIREMENT

Standardization and cost reductions are Output Management goals for the State of Delaware. The Printing and Publishing Office of Government Support Services recommends single color printing as the standard for all business cards. Printing of more than two colors or the use of gold/silver foil is not recommended. Any agency requesting more than two colors or the use of gold/silver foil MUST submit their request to the Manager of Printing and Publishing in writing and must receive approval prior to requesting this type of printing from the vendor. Requests can be sent to <u>PPOWorkOrder@state.de.us</u>.

The vendor under this contract must receive written approval from the Manager of the Printing and Publishing Office of Government Support Services prior to completing any printing with more than two colors or gold/silver foil.

### 16. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS12090-BUSINESS\_C, on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.