



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 24, 2013

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

FROM: REBECCA LOVIN
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4558

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS13025-ENVELOPES
Envelopes, Plain & Printed, Virgin and Recycled

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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.

2. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a one (1) year period from July 1, 2013 through June 30, 2014. 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

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Curtis 1000 1725 Breckinridge Parkway Suite 1000 Duluth, GA 30096 Contact: Jon Clewer Phone: 443-764-9200 Fax: 410-287-2612 Email: jclewer@curtis1000.com Contract #GSS13025- ENVELOPESV01 FSF#0000023088	Cenveo Corp. dba Envelope Product Group,LLC 1 Canterbury Green 201 Broad St. Stamford, CT 06901 Contact: Sharon Austin Phone: 800-551-9455 x 7233 Fax: 814-832-0189 Email: Sharon.Austin@cenveo.com Contract #GSS13025-ENVELOPESV02 This Vendor is a certified participant in the Sustainable Forestry Initiative Program (SFI) www.sfiprogram.org and the Forest Stewardship Council (FSC) www.fsc.org FSF#0000037674	KM Printing, LLC. DBA: Miller’s Minuteman Press 140 Lakefront Drive Hunt Valley, MD 21030 POC: Scott Stein PH: 410-527-1388 Em: huntvalley@millersmmp.com Contract #GSS13025- ENVELOPESV03 FSF# 0000164891
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4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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Delivery shall be according to time lines listed on the Award Notice Pricing Spreadsheet for each vendor.

6. PRICING

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

ADDITIONAL TERMS AND CONDITIONS

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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. REQUIREMENTS

The contractors shall provide all materials and labor to satisfy the State of Delaware's needs for Envelopes, Plain and Printed, Virgin and Recycled, as described herein. The services will require the contractors to partner with and cooperate with the ordering agency to make sure the state receives the most current state-of-the-art services.

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

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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 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>.

16. SCOPE OF WORK DETAILS:

TARGET BRIGHTNESS:

The target brightness on all recycled envelopes shall be between 83 - 85. Opacity 88.

TYPE SETTING:

Type setting shall be included in the unit price of the envelopes. Additional one-time cost for development of logos shall be provided as a separate line item in the Appendix A pricing spreadsheet.

STATE SEAL:

As an option, some of the agencies may want to have the State of Delaware seal on the outside flap of the envelope. If there is an additional cost, please state in Appendix A pricing spreadsheet. The State will provide a copy of the seal.

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.

QUALITY OF ENVELOPE:

All commercial envelopes shall function in automated-insertion machines in conformance with industry standards. Recycled envelopes shall operate equal to or better than virgin envelopes.

ITEM DESCRIPTION:

Vendors are to bid items as specified. Any changes to the specification, i.e. quantity, color, packaging, etc, shall render your bid for that item non-responsive. Items shall be bid as requested. If you cannot provide the item as requested, submit a no bid. **DO NOT CHANGE THE DESCRIPTION.**

STOCK REQUIREMENTS:

Wove – recycled envelope shall contain not less than 30% recovered content and 30% post consumer content.

Kraft, white and colored (including manila) envelope shall contain 10 – 20% recovered content and 10 – 20% post consumer content.

Kraft, unbleached – envelope – shall contain not less than 10% recovered content and 10% post consumer content.

The above requirement excludes custom envelopes.

ENVELOPE CONSTRUCTION SPECIFICATIONS:

Envelope dimensions shall not vary more than +/- 1/16” (1.6mm).

All seams shall be securely bonded to the bottom flap without exhibiting any curl or ripple between the flaps.

All window patches shall be flat, ripple free and bonded within 1/16” (1.6mm) of the top edge of the patch material and top edge of the window cut out(s),

In those cases where any part of the side of the patch material is within 1” (25 mm) from any envelope side edge, the following shall apply:

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If the top of the patch material falls within 3/8" (9.6mm) of the crease score line, the patch material shall be raised to within 1/16" (1.6mm) or closer to the crease line.

In addition, the throat shall be a maximum of 1/4" (6.4mm) below the crease line at 3/4" (19mm) from the side edges.

Envelope curl or twist should not exceed 1/4" (6.4mm) when the envelope is placed on a flat surface.

MILL CERTIFICATION:

Each vendor shall submit mill certification stating that each recycled envelope that is bid meets all requirements.

Note: The certification shall accompany the bid, and shall be on letterhead from the mill, and signed by an official of the company.

Failure to submit this certification may result in your bid being considered non-responsive.

DELIVERY LEADTIMES:

Delivery lead-times for plain and printed envelopes are found on the Award Notice pricing spreadsheet.

COMPATIBILITY:

The recycled envelope shall be compatible for use in laser printers, automated metering mailing/sorting equipment to include automatic envelope stuffer and inserting equipment: Bell & Howell and Pitney Bowes.

Production Envelope Specifications:

1. Envelope dimensions shall not vary more than +/- 1/16" (1.6mm)
2. All seams shall be securely bonded to the bottom flap without exhibiting any curl or ripple between the flaps
3. Open window envelope types cannot have any part of the window above the "V" in the back panel of the envelope. In open window envelopes (no patch), the window shall be located 3/4" (19mm) minimum from either side, top and bottom of the envelope
4. All window patches shall be flat, ripple free and bonded within 1/16" (1.6mm) of the top edge of the patch material and top edge of the window cut out(s). If the window patch area is 1/3 or more of the total area of the envelope's front panel, then the envelope must be tested first. 2500 envelopes shall be provided for test at vendor expense
5. In those cases where any part of the side of the patch material is within 1" (25mm) from any envelope side edge, the following shall apply:
 - a. If the top of the patch material falls within 3/8" (9.6mm) of the crease score line, the patch material shall be raised to within 1/16" (3.1mm) or closer to the crease line.
 - b. In addition, the throat shall be a maximum of 1/4" (6.4mm) below the crease line at 3/4" (19mm) from the side edges. This is required to prevent the throat openers from tearing the patch.
 - c. Envelope curl or twist shall not exceed 1/4" (6.4mm) when the envelope is placed on a flat surface
6. Envelopes whose characteristics fall outside of these construction standards must be evaluated by test of customer samples of envelopes. 2500 envelopes shall be provided to test at vendor expense.

JUST IN TIME/AUTOMATIC DELIVERY:

As an option, and for an additional fee, some of the agencies may want to order a one (1) year supply of envelopes. The successful vendor **will store** the envelopes and make drop shipments to the agencies prior to their running out. The price will be negotiated between the ordering agency and the vendor.

GLASSINE WINDOW – FREE TEXT:

As an option and for an additional fee some of the agencies may want to add user-defined text under the glassine window, an example is shown below. The price will be negotiated between the ordering agency and the vendor.

**HAVE YOU MOVED RECENTLY?
IF SO, PLEASE SEND US YOUR
NEW ADDRESS. THANK YOU.**

ADDITIONAL INFORMATION/LOGOS:

The successful vendor(s) are hereby informed that window envelopes shall not contain any information or logos below the delivery address.

METHOD OF TRANSPORTATION:

Agencies may specify what type of transportation is to be used for deliveries. Trucks with lift gates may be required. Agencies may require the vendor to deliver envelopes loaded on pallets and wrapped for delivery locations with loading docks. Failure to adhere to the requirements of the agency may result in the cancellation of the contract.

MANUFACTURER EXCLUSIONS:

Kent wove envelopes are not acceptable.

PRINTING SPECIFICATIONS

1. Printing should be based on the following ink colors.
 - a. Reflex Blue - white and colored wove envelopes
 - b. Burgundy (Pantone 201 U) - white and colored wove envelopes
 - c. Black - all Kraft envelopes

2. The return address lines should be printed in the following:
 - a. #6 3/4
 1. Main Line - 8 point
 2. Address Line - 6 point

 - b. #9 & #10
 1. Main Line -10 point
 2. Address Line - 6 point

 - c. 6 1/2" x 9 1/2"
 1. Main Line -10 point
 2. Address Line - 6 point

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- d. 9 x 12, 9 1/2 x 12 1/2, 10 x 13, and 12 x 15 1/2
 - 1. Main Line -14 point
 - 2. Address Line -12 point

- 3. The following statement **SHALL** be printed under all Return addresses for all state of Delaware agencies:
 - a. Official Business, Penalty For Private Use \$300.00
 - b. Department Division Section Code - i.e. 30-04-000
 - c. Agency may also specify "Ancillary Service Endorsement."

It is used by mailers to request an addressee's new address and to provide USPS with instructions on how to handle undeliverable mail. The endorsement consists of one keyword: "Address, "Forwarding," "Return, or "Change" followed by the two words "Service Requested." The endorsements are the same for all classes of mail, but the treatment and cost differ by class of mail.

Note: In order to comply with postal regulations:

- 1. The last line of print in the return address area will be no lower than 2 3/4" from the bottom of the envelope
- 2. Also, the last line of print may not extend above 33% of the height of the envelope and beyond 50% of the length of the envelope.
- 3. In addition, there must be no printing or window within 5/8" of the bottom of the envelope and 4 3/4" from the right edge
- 4. Finally, the envelope window must be at least 1/2 " from the left edge

All vendors must be in compliance with the most current United States Postal Service regulations for business reply and courtesy reply envelopes.

STANDARDIZATION

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 envelopes. 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 awarded vendor. Requests can be sent to PPOWorkOrder@state.de.us.

Awarded vendor(s) 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.