



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 26, 2013

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

FROM: Theresa Newman
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum #3 -Extending Contract through August 31,
2018
CONTRACT NO. GSS13483-DESIGN_LAYOUT
DESIGN LAYOUT 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

Each contractor’s contract shall be valid for a two (2) year period from September 1, 2013 through August 31, 2015. 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.

This contract has been extended through August 31, 2016 under the same pricing, terms and conditions.

This contract has been extended through August 31, 2017 under the same pricing, terms and conditions.

This contract has been extended through August 31, 2018 under the same pricing, terms and conditions.

3. VENDORS

Design and Layout Services		
GSS13483-DESIGNV01 RED, Inc. Communications 298 First Street Idaho Falls, ID 83401 POC: Linda Keele PH: 208-528-0051 Em: red@redinc.com FSF#: 0000184865	GSS13483-DESIGNV02 Associates International, Inc. 100 Rogers Road Wilmington, DE 19801 POC: Judy Prime PH: 302-656-4500 Ext. 106 Em: jprime@associatesinternational.com FSF#0000025004	GSS13483-DESIGNV03 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 FSF# 0000164891
GSS13483-DESIGNV04 Noodlebox Design, LLC 4018 N. Taylor St. Arlington, VA 22207 POC: Stewart Andrews PH: 703-536-5136 Em: stewart@noodleboxdesign.com FSF# 0000185516		

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

Delivery shall be according to time lines listed on the Award Notice Pricing Spreadsheet for each vendor, unless otherwise specified and agreed between the vendor and the Agency. Final files will be delivered to the Using Agency by the vendor. Pickup and Delivery is included in the hourly rate listed on the Award Notice Pricing Spreadsheet.

6. PRICING

Prices will remain firm for the term of the 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.
- **Pagination Services**

VENDOR	CLASS	PRICE PER HOUR	TURN AROUND TIME
RED, Inc. Communications	I	\$40.48	3.5 Hrs - 5 total business days
	II	\$47.10	18 Hrs – 7 total business days
	III	\$58.56	60 Hrs – 13 total business days
	Pagination	\$47.10	Per Hr
Associates International, Inc.	I	\$55.00	6 Hrs – 12 Hrs
	II	\$75.00	24 Hrs – 48 Hrs
	III	\$85.00	48 Hrs – 96 Hrs
	Pagination	\$55.00	Per Hr
KM Printing, LLC. DBA: Miller's Minuteman Press	I	\$49.29	45 mins. – 1 Hr
	II	\$59.10	2 – 5 Hrs

	III	\$68.51	3 – Hrs
	Pagination	\$68.51	Per Hr
Noodlebox Design, LLC	I	\$40.00	24 Hr
	II	\$60.00	24 Hr – 48 Hr
	III	\$70.00	24 Hr – 60 Hr
	Pagination	\$75.00	Per Hr

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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.

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 vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. **All vendors are required to have a valid Work Order Number from the Printing and Publishing Office prior to completing any work under this contract.**

11. REQUIREMENTS

The contractors shall provide all materials and labor to satisfy the State of Delaware's needs for Design and Layout Services, 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 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. SPECIFICATIONS

- A. Class of work will be determined by the Printing and Publishing Office at the initiation of the Work Order Process and included in the job specifications sent to the awarded vendor.
- B. All design/layout materials must be submitted to the State in two (2) forms: camera ready copy and electronic media such as a CD, pdf, etc. Electronic files must contain final native files, fonts and artwork. The Vendor will send The Printing and Publishing Office final file versions (pdf. and native files) via electronic file transfer or email within 5 days of work order completion.
- C. Design/layout work will be completed using specified equipment/software and specifications, as directed by the State.
- D. Design work will be submitted to the State pending review and approval by the Printing and Publishing Office. No work will be considered completed or final until reviewed and approved by the Printing and Publishing Office.
- E. All materials provided to the vendor during execution of this contract shall be kept confidential.
- F. All State requirements, methodologies, and business standards will adhere to design layout practices.
- G. From time to time, the vendor will be required to meet with customers of the Printing and Publishing Office, at the Office's convenience, to discuss design/layout alternatives and options. No travel or meeting fees are to be billed.
- H. Design layout work will be done with consideration to minimizing costs, ensuring the ability to reprint and maximizing the use of existing equipment in the Printing and Publishing Office.
- I. All productivity and quality standards as well as turnaround timeframes established by the State must be met or exceeded during the execution of this contract. The Division expects tight turnarounds on all its Design/Layout jobs, where turnaround is measured from delivery of specifications to delivery of a finalized camera-ready copy. The State expects its vendors to deliver simple and complex products. The State shall not be charged supplemental or contingency fees for these products.
- J. Any vendor selected will be expected to adhere to the Division's stringent quality requirements (1 and 2). Failure to comply with quality requirements may result in non-payment and/or termination of the relationship with the vendor.

1. *Content Integrity.* Proper content integrity must be maintained at all times. It is unacceptable for any job to contain any content integrity errors, which include, but are not limited to, missing text or graphics, mispagination, or incorrect information (e.g., material from another job). Such errors would, at a minimum, require critical rush job replacement, and may lead to termination of the relationship with the vendor.
 2. *Production Quality.* All print material must meet the Division's quality standards, which include, but are not limited to color and font matching, clear and legible proofs and camera ready copy. Final camera ready copies are expected to match "signed" proofs, including all changes made at final approval.
- K. Subcontracting is permitted under this contract. However, each subcontractor must be identified if required to complete specific jobs and agreed to in writing by the State or specifically authorized in writing by the Agency.
- L. Contractors will be required to provide detailed estimates for work under this contract. At a minimum the contractor must list the number of hours covered in design work, list of work to be done, and must provide PPO an attachment of the estimate in pdf, word or excel format within 48 hours.
- M. No work will begin until estimates are approved. Should an Agency or the Vendor make changes to the specifications of a job that impact the originally approved estimate (ex. additional hours for design needed, changes to the design specifications requested by the Agency), the vendor must notify PPO and provide a new estimate. No additional work shall begin without an approved estimate. Unapproved work completed by the Vendor will not be reimbursed by the State.
- N. Vendor must have FTP upload available for file transfers, driver transportation to pick-up files from state agencies or overnight mail/shipping account service (paid for by the vendor) for files to be mailed to the vendor (ex. FedEx or UPS).
- O. Vendor invoicing to the State must include the PPO Work Order number/PO Number and the total number of impressions processed for the job.