



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 1, 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 ADDENDUM #1 effective September 9, 2013**
CONTRACT NO. GSS13484-OUTPRINT
OUTSOURCE PRINTING SERVICES

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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 printing needs. **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 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 March 1, 2013 through February 28, 2015. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

Outsource Printing Services		
GSS13484-OUTPRINTV01 Vanguard Direct 455 Pennsylvania Avenue Suite 128 Ft. Washington, PA 19034 POC: John Incollongo PH: 267-468-0211 Ext. 112 Em: jfi@vanguarddirect.com FSF#: 0000002147	GSS13484-OUTPRINTV02 NPC, Inc. 13710 Dunning Highway PO Box 373 Claysburg, PA 16625 POC: Bruce Gochnour PH: 814-239-8787 Em: bruce.gochnour@npcweb.com FSF#: 0000164933	GSS13484-OUTPRINTV03 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
GSS13484-OUTPRINTV04 Dream Quest Ltd., DBA: Signs By Tomorrow 1062 S. Dupont Hwy Dover, DE 19901 POC: Carolyn J. Phinney PH: 302-744-9396 Em: cphinney@signsbytomorrow.com FSF# 0000054811	GSS13484-OUTPRINTV05 Aztec Copies LLC 1606 Delaware Ave Wilmington, DE 19806 POC: Jeff Durham PH: 302-575-1993 Em: jdurham@aztecde.com FSF# 0000028397	GSS13484-OUTPRINTV06 Associates International, Inc. 100 Rogers Road Wilmington, DE 19801 POC: Judy Prime PH: 302-656-4500 Ext. 106 Em: jprime@associatesinternational.com FSF#0000025004

GSS13484-OUTPRINTV07 William N. Cann, Inc. 1 Mecro Circle Wilmington, DE 19804 POC: Jerry Price PH: 302-995-0820 Em: jerryprice@cannprinting.com FSF#0000024227	GSS13484-OUTPRINTV08 Delta Forms, Inc. 31 Germay Drive Wilmington, DE 19804 POC: Eric White PH: 302-652-3266 Em: ericw@deltaforms.com FSF#0000024815	GSS13484-OUTPRINTV09 Amer Inc. T/A Sir Speedy Wilmington 1010 N. Union Street Wilmington, DE 19805 POC: 302-654-2498 Em: print@sirspeedywilm.com FSF#0000026272
GSS13484-OUTPRINTV10 Jason Dean, DBA JD Sign Co 515 Smith Ave Harrington, DE 19952 POC: Jason Dean PH: 302-786-2761 Em: info@delawaresign.com FSF# 0000015416	GSS13484-OUTPRINTV11 McClafferty Printing Company 1600 N. Scott Street Wilmington, DE 19806 POC: Michael Parson PH: 302-652-8112 Ext. 105 Em: mparson@mcclaffertyprinting.com FSF# 0000024314	GSS13484-OUTPRINTV12 RR Donnelley, DBA Moore Wallace 18 Cool Breeze Dr. Clayton, DE 19938 POC: Glenn Schwalbe PH: 302-354-1839 Em: glenn.t.schwalbejr@rrd.com FSF#0000004011

4. SHIPPING TERMS:

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

5. DELIVERY:

Vendor pricing includes delivery pricing to the State of Delaware. For each print job, delivery of final printed product to (5) locations or less without additional fees billed to the State. Finished products must be delivered to the Ordering Agency, unless otherwise specified, within 7 business days after final proof approval.

6. PRICING:

Prices will remain firm for the term of the contract. Pricing can be found in the Pricing Spreadsheet.

ADDITIONAL TERMS AND CONDITIONS

7. BILLING:

The Vendor is required to **"Bill as Shipped"** to the Printing and Publishing Office. Printing and Publishing will provide the Ordering agency's Work Order Number, ship to and bill to address, contact name and phone number.

Invoices for completed orders shall be sent to the Printing and Publishing Office at:

Printing and Publishing Office
100 Enterprise Place, Suite 4
Dover, DE 19904
Attn: Printing and Publishing Manager

Once approved, the Printing and Publishing Office will forward to the ordering agency for direct vendor payment.

8. PAYMENT:

For each P.O./Work Order Number issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing. 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.

Postage for mass mailings via the United States Postal Service or other carriers shall be paid by the Agency at time of shipment. Preferred method of payment is a check direct to the carrier. P-Card fees may apply.

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 contact the Printing and Publishing Office to establish a Work Order Number. Printing and Publishing will 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.

11. REQUIREMENTS:

This contract will be issued to cover the Outsource Print requirements for State of Delaware Agencies, Fire Departments and Municipalities. Work Orders will be issued by the Printing and Publishing Office.

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

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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. Should 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 SPECIFICATIONS:

The Vendor shall:

Provide printing services categories as demonstrated in Appendix B of the RFP.

- a. All materials provided to the vendor during execution of this contract will be kept confidential.
- b. All State requirements, methodologies, and business customs will be adhered to printing considerations.
- c. From time to time, the vendor will be required to meet with customers of the Printing and Publishing Section, at the Section's convenience and at no cost to the Section, to discuss printing and design/layout alternatives and options.
- d. All printing work will be done with consideration to minimizing costs of both design and printing,

ensuring the ability to reprint on current standard industry equipment.

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- e. 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 State expects tight turnarounds on all its jobs, where turnaround is measured from delivery of specifications to delivery of a finalized product. **The State expects its vendors to deliver both simple and complex products. The State shall not be charged supplemental or contingency fees for these products. Failure on the vendor's part to meet production or deliver timelines "busted-timelines" must be communicated to the Printing and Publishing office and the ordering agency immediately.**
- f. Any vendor selected will be expected to adhere to the States stringent quality requirements. Failure to comply with quality requirements may result in non-payment and/or termination of the relationship with the vendor. Specific criteria will be discussed in detail with finalists during the negotiation process, but the following dimensions of quality are of particular importance:
 - a. *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 or the wrong version). Such errors would, at a minimum, require critical rush job replacement, and may lead to termination of the relationship with the vendor.
 - b. *Production Quality.* All print material must meet the States quality standards, which include, but are not limited to color and font matching, clear and legible proofs and camera ready copy. Proofs should be of similar specifications as the final product (e.g., colors, paper weight, finish and binding). Final camera ready copies are expected to match "signed" proofs, including all changes made at final approval.
- g. It is a requirement pursuant to Executive Order 39, that State Agencies use the Printing and Publishing Office for all printing needs. **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 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.**
- h. Estimates must be provided to the Printing and Publishing office within 48 hours unless a specific timeframe was requested. Estimates not received within 48 hours or the specific timeframe will be considered as "no bid".
- i. Awarded vendor will provide up to (2) proofs for each print job as requested without additional fees billed to the State. Each proof version should be marked clearly indicating proof number to avoid printing discrepancies. Proofs will be provided to the state in the timeframe specified by the Agency after request/file transfer. 48 hours should be considered standard if no specific request from the agency.
- j. Awarded vendor will provide (1) round of authors alterations for each print job as requested without additional fees billed to the State.
- k. For each print job, delivery of final printed product to (5) locations or less without additional fees billed to the State. Finished products must be delivered to the Ordering Agency, unless otherwise specified, within 7 business days after final proof approval.

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- l. 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.
- m. In addition to normal invoicing received by Vendor, Vendor invoicing to the State must include the PPO Work Order number/PO Number and the total number of impressions processed for the job.
- 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).