



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

08/02/2018

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

FROM: NECIA BECK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4552

SUBJECT: **AWARD NOTICE – ADDENDUM #1** (Effective September 1, 2020)
CONTRACT NO. GSS18483-DESIGN_LAYOUT
DESIGN LAYOUT SERVICES

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KEY CONTRACT INFORMATION**

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
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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 for a two (2) year period from September 1, 2018 through August 31, 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.

Addendum #1 extends the contract through August 31, 2021 under the same terms, conditions, and pricing.

3. VENDORS DESIGN LAYOUT SERVICES

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<p>GSS18483-DESIGNV01 RED, Inc. Communications 298 First Street Idaho Falls, ID 83401 POC: Linda Keele PH: 208-528-0051 Em: red@redinc.com FSF#: 0000184865</p>	<p>GSS18483-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</p>	<p>GSS18483-DESIGNV03 KM Printing, LLC. DBA: Strategic Factory 140 Lakefront Drive Hunt Valley, MD 21030 POC: Scott Stein PH: 410-527-1388 Em: huntvalley@millersmmp.com FSF# 0000164891</p>
<p>GSS18483-DESIGNV04 Noodlebox Design, LLC 4018 N. Taylor St. Arlington, VA 22207 POC: Stewart Andrews PH: 703-536-5136 Em: stewart@noodleboxdesign.com FSF# 0000185516</p>	<p>GSS18483-DESIGNV05 Aloysius Butler & Clark 819 N. Washington St Wilmington, DE 19807 POC: Linda Shopa PH: 302-655-1552 Email: LHShopa@abccreative.com FSF# 0000024928</p>	<p>GSS18483-DESIGNV06 ArtConic 65 Ft Washington Ave A57 New York, NY 10032 POC: Johnny Marmolejos PH: 917-736-5340 Email: johnny@artconic.com FSF# 0000423379</p>

4. DELIVERY AND PICKUP

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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.

5. SHIPPING TERMS

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

6. PRICING

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

>See pricing spreadsheet in excel on the award page<

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

All request for quotes must be processed through the Printing and Publishing Office. State Agency's must complete a [work order submission](#). The PPO office will coordinate with vendors, if needed, to provide the most advantageous pricing for each work order.

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18483-DESIGN_LAYOUT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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>.