



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 14, 2020

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

FROM: SARAH DAY
STATE PROCUREMENT OFFICER
302-857-4583

SUBJECT: **AWARD NOTICE – EFFECTIVE MAY 1, 2020**
CONTRACT NO. GSS18811A-PRINT_SERVICE
PRINTING SERVICES SUPPLEMENTAL

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OF
KEY CONTRACT INFORMATION

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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 from October 04, 2018 through February 29, 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 #3 extends the contract term until May 31, 2020. All other contract terms and conditions remain in effect.

3. VENDORS - PRINTING SERVICES

A. OUTSOURCE PRINTING –

(Do Not Contact Vendor Directly for Quote. Please see section #6 for instructions)

Associates International, Inc 100 Rogers Road Wilmington, DE 19801 www.associatesinternational.com Jim Ford Phone Number: 302-981-4337 Secondary Phone: 302-656-4500x153 Fax Number: 302-656-4890 Judy Prime Phone Number: 302-268-8045 Secondary Phone: 302-656-4500 x106 Fax Number: 302-656-4890 Cell Number: 302-743-1059 Email: jprime@associateinternational.com FSF # : 0000025004 VENDOR ID# : GSS18811A-PRINT_SERVICE01	Aztec Copies, LLC 3636 Silverside Rd Wilmington, DE 19810 www.aztecde.com Jeffrey Durham Phone Number: 302-478-1969 Fax Number: 302-478-1983 Cell Number: 302-584-027 Email: jdurham@aztecde.com Mark Haley Phone Number: 302-478-1969 Fax Number: 302-478-1983 Cell Number: 302-593-1848 Email: mhaley@aztecde.com FSF# : 0000028397 VENDOR ID# : GSS18811A-PRINT_SERVICE02	Curtis 1000 1725 Breckinridge Parkway Suite 500 Duluth, GA 30096 www.curtis1000.com Jonathan Clewer Phone Number: 443-764-9200 Secondary Phone: 877-287-8715 Fax Number: 410-287-2612 Email: jclewer@curtis1000.com Cindy Wells Phone Number: 678-694-0275 Secondary Phone: 770-925-4500 Fax Number: 800-470-4296 Email: cwells@curtis1000.com FSF#: 0000058969 VENDOR ID# : GSS18811A-PRINT_SERVICE03
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<p>Delta Forms, Inc 5 Germany Dr. Wilmington, DE 19804</p> <p>David DiSabatino Phone Number: 302-652-3266 Secondary Phone: 302-300-4344 Fax Number: 302-652-3110 Cell Number: 215-205-1774 Email: dmd@deltaforms.com</p> <p>Chuck Dutka Phone Number: 302-652-3266 Fax Number: 302-652-3110 Email: chuckd@deltaforms.com</p> <p>FSF# 0000024815 VENDOR ID#: GSS18811A-PRINT_SERVICE04</p>	<p>Dream Quest dba Signs by Tomorrow 90 Sunwood Dr Dover DE 19901 www.sbt dover.com</p> <p>Carolyn Phinney Phone Number: 302-744-9396 Cell Number: 302-276-5336 carolyn@sbt dover.com</p> <p>Jim Phinney Phone Number: 302-744-9396 Cell Number: 302-363-5572 Email: jim@sbt dover.com</p> <p>FSF# 0000054811 VENDOR ID# : GSS18811A-PRINT_SERVICE05</p>	<p>McClafferty Printing Company 1600 N. Scott Street Wilmington DE 19806 www.mcclaffertyprinting.com</p> <p>Michael Parson Phone Number: 302-652-8112 Fax Number: 302-652-2295 Cell Number: 302-218-0915 mparson@mcclaffertyprinting.com</p> <p>Cheryl Heller Phone Number: 302-652-8112 Fax Number: 302-652-2295 Cell Number: 302-333-9088 Email: cheller@mcclaffertyprinting.com</p> <p>FSF# 0000024314 VENDOR ID#: GSS18811A-PRINT_SERVICE06</p>
<p>RR Donnelley 2 Braxton Way, Ste 111 Glen Mills, PA 19342</p> <p>Andrew McFillin Phone Number: (484)840-7242 Fax Number: 484-841-1015 Cell Number: 610-348-8868 Email: andrew.mcfillin@rrd.com</p> <p>Brian Okenica Phone Number: 484-840-7248 Fax Number: 484-841-1015 Cell Number: 770-355-9006 Email: brian.okenica@rrd.com</p> <p>FSF#: 0000109184 VENDOR ID#: GSS18811A-PRINT_SERVICE07</p>		

4. SHIPPING TERMS

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

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5. PRICING

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

See > Pricing Spreadsheet <

6. HOW TO USE CONTRACT

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- A) **Outsource Printing** – All request for quotes must be processed through the Printing and Publishing Office. State Agency's must complete a [work order submission](#) for all services under the "Outsource Printing Pricing" tab on the pricing spreadsheet. The PPO office will coordinate with vendors, if needed, to provide the most advantageous pricing for each work order.

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number <insert Contract Number> 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.html>