



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

May 27, 2020

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

FROM: COURTNEY MCCARTY  
STATE CONTRACT PROCUREMENT SUPERVISOR  
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #1 (EFFECTIVE JUNE 25, 2020)**  
**CONTRACT NO. GSS20811A-PRINT\_SERVICE**  
**PRINTING SERVICES**

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OF  
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.

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 June 1, 2020 through May 31, 2022. Each contract may be renewed for two (2) 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.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

**3. VENDORS - PRINTING SERVICES**

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

<p><b>Alphagraphics</b></p> <p>FSF #: 0000281847            VENDOR ID #: GSS20811A-            PRINT_SVCV01</p>	<p><b>Associates International, Inc</b></p> <p>FSF #: 0000025004            VENDOR ID # GSS20811A-            PRINT_SVCV03</p>	<p><b>Aztec Copies, LLC</b></p> <p>FSF#: 0000028397            VENDOR ID# :            GSS20811A-PRINT_SVCV04</p>
<p><b>Banknote Corp. of America</b></p> <p>FSF #: 0000548136            VENDOR ID #:            GSS20811A-PRINT_SVCV18</p>	<p><b>Cann Printing</b></p> <p>FSF #: 0000024227            VENDOR ID#:            GSS20811A-PRINT_SVCV05</p>	<p><b>Curtis 1000</b></p> <p>FSF#: 0000058969            VENDOR ID# :            GSS20811A-PRINT_SVCV06</p>
<p><b>JD Sign Company, LLC</b></p> <p>FSF#0000373832            VENDOR ID#            GSS20811A-PRINT_SVCV17</p>	<p><b>KM Printing LLC dba/ Strategic            Factory</b></p> <p>FSF# 0000164891            VENDOR ID#            GSS20811A-PRINT_SVCV07</p>	<p><b>McClafferty Printing Company</b></p> <p>FSF# 0000024314            VENDOR ID#:            GSS20811A-PRINT_SVCV08</p>

<p><b>NPC Inc</b></p> <p>FSF#0000164933          VENDOR ID#:          GSS20811A-PRINT_SVCV09</p>	<p><b>Reprographics Center, Inc. dba/          RCI</b></p> <p>FSF# 0000007377          VENDOR ID#          GSS20811A-PRINT_SVCV10</p>	<p><b>RR Donnelley</b></p> <p>FSF#: 0000109184          VENDOR ID#:          GSS20811A-PRINT_SVCV11</p>
<p><b>Rydin Decals</b></p> <p>FSF# 0000022176          VENDOR ID#          GSS20811A-PRINT_SVCV12</p>	<p><b>Sir Speedy</b></p> <p>FSF# 0000026272          VENDOR ID#          GSS20811A-PRINT_SVCV02</p>	<p><b>South Jersey Printing</b></p> <p>FSF# 0000323234          VENDOR ID#          GSS20811A-PRINT_SVCV13</p>
<p><b>Union Press Inc.</b></p> <p>FSF# 0000030612          VENDOR ID#          GSS20811A-PRINT_SVCV14</p>	<p><b>Vanguard Direct</b></p> <p>FSF# 0000002147          VENDOR ID#          GSS20811A-PRINT_SVCV15</p>	<p><b>Veritrace Inc.</b></p> <p>FSF# 0000547841          VENDOR ID#          GSS20811A-PRINT_SVCV16</p>

**4. SHIPPING TERMS**

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

**5. PRICING**

Prices will remain firm for the term of the contract years. Refer to associated 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 Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

## **8. PAYMENT**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

## **9. PRODUCT SUBSTITUTION**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

## **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 GSS20811A-PRINT\_SVC 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 Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item 47 below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor 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.

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- 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>