



STATE OF DELAWARE
DEPARTMENT OF CORRECTION

June 30, 2016

TO: All OFFERORS

FROM: Kimberly Girantino
Controller II
302-857-5263

SUBJECT: **AWARD NOTICE – Addendum #1 Contract Extension and Vendor Update
Effective July 1, 2016
CONTRACT NO. DOC1532-TWILL, TWILL FABRIC VARIOUS COLORS**

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for an initial fifteen month period from **April 1, 2015** through **June 30, 2016**. Each contract may be renewed for three (3) additional one (1) year period(s) through negotiation between the contractor and Department of Correction. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum #1 extends the contract through June 30, 2017. Please note, the vendor Palma Trading LLC DBA Palm Tex will no longer be on contract effective July 1, 2016.

2. VENDORS

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JAG TEXTILE COMPANY 3349 Water Oak Street Ft. Lauderdale, FL 33312 www.jagtextile.com FSF # 0000124160 Michael Resnick Phone: 954-646-4346 Fax: 954-416-0866 mike@jagtextile.com	T. ROBERTS FABRICS INC. 3000 NE 30 th Place, Ste. 402 Ft. Lauderdale, FL 33306 FSF# 0000169623 Thamer Roberts Phone: 954-566-5252 Fax: 954-566-5249 TRobertsFabrics@att.net	PALMA TRADING LLC DBA PALM TEX 4 Gentle Breeze Newport Coast, CA 92657 www.palmtexusa.com FSF # Michael Jahanbin Phone: 949-783-0607 Fax: 949-264-1434 michael@palmtexusa.com
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- **Effective July 1, 2016 PALMA TRADING LLC DBA PALM TEX will no longer be on contract.**

3. SHIPPING TERMS

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FOB Destination; freight prepaid.

4. DELIVERY AND PICKUP

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Deliveries are accepted between the hours of 8:00 a.m. – 12:30 p.m., Eastern Standard Time, Monday through Friday, with exceptions for observed State Holidays.

All fabric rolls are to be individually wrapped in sealed poly-bags .006" (6 mil) thickness (minimum).

Each roll clearly labeled with:

- Fabric type
- Fiber content in accordance with the rules of the Textile Fiber Products Identification Act
- Finishing Plant name production lot identification data
- Finishing plant style number of fabric
- Dye lot shade identification
- Roll number
- Yardage

ROLLS MUST BE DELIVERED ON PALLETS. Rolls not on pallets will be refused by the Department of Correction. **Each pallet will have a maximum weight capacity not to exceed 4,000 lbs.** Pallets exceeding the maximum weight restriction may be refused.

The shipper (common carrier or firm's own trucks) shall present a complete manifest to the Department's representative before unloading. This manifest must list the following:

- Fabric Type
- Roll number
- Yardage per roll
- Grand total of all yardage

Any delivery of material will be refused without unloading if all above conditions are not met. Any cost incurred by such refusal will be at vendor's expense.

5. INSPECTION

Within five (5) working days of delivery the material will be inspected, and if found to be defective or it fails in any way to meet the specifications or approval of the Director of Correctional Industries, the items may be rejected and/or returned. All shortages must be reported to the vendor within five (5) working days of receipt and replaced by the vendor within five (5) working days of the report.

6. BACK ORDERS

It is the responsibility of the vendor to notify the ordering agency regarding any in stock back orders twenty-four (24) hours prior to delivery of the ordered items. All back orders must be delivered within five (5) working days of notification.

7. PRICING

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Prices will remain firm for the initial term of the contract. Refer to Bids Received list posted at contract website.

ADDITIONAL TERMS AND CONDITIONS

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8. 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.

9. PAYMENT

The Agency 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.

10. 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 the Director of Delaware Correctional Industries to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

11. 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. The ordering agency will place their orders 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.

12. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DOC1532-TWILL** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 must then formally contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.