



Government Support Services – Contracting
100 Enterprise Place
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Dover, DE 19904-8202

April 29, 2010

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

FROM: ROXANN M. PARKER
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4555

SUBJECT: **AWARD NOTICE – ADDENDUM #3 Effective April 16, 2013**
CONTRACT NO. GSS10047A-DRY_CLEAN
Professional Dry Cleaning

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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.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from May 1, 2010 through April 30, 2011. Each contract may be renewed for two (2) additional 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. This contract has been extended for one year, and remains in effect through April 2012. This contract has been extended for one year, and remains in effect through April 30, 2013.

This contract has been extended for one additional month, and remains in effect through May 31, 2013.

3. VENDORS:

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GSS100147A – V01

The Guajardo Parks Group, LLC
dba Clothes 2 You Cleaners *
18675 Coastal Highway, Suite 7
Rehoboth Beach, DE 19971
Contact: Fernando Guajardo
Phone: 302-645-6660
Fax: 302-645-6725
Email: fernando@clothes2youcleaners.com
FSF ID#0000039695

GSS10047A-V02

Capitol Cleaners & Launderers, Inc.
PO Box 1414
Dover, DE 19904
Contact: Stuart Outten
Phone: 302-674-1511
Fax: 302-674-1558
Email: soutten@capitollinen.com
FSF ID#0000024598

*Clothes 2 You Cleaners uses only an environmentally friendly and non-toxic wet cleaning method to clean "dry clean only" and other garments.

4. SHIPPING TERMS:

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

5. DELIVERY AND PICKUP:

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Vendor counter locations, hours of operation, and delivery/pick up schedules appear on the "Delivery" tab of the Award Notice Pricing spreadsheet.

6. PRICING:

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Prices will remain firm for the term of the contract year.
Contract Pricing can be found on the Award Notice Pricing spreadsheet.

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. REQUIREMENTS:

This contract is issued to cover the Professional Dry Cleaning requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

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 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.

SCOPE OF WORK DETAILS

1. PICKUP AND DELIVERY SERVICE:

The successful vendor(s) are to deliver all materials covered by this contract as shown on the “Delivery” tab found on the Award Notice Pricing Spreadsheet.

* Any change in the delivery schedule must be approved by those agencies using the service.

The following agencies are known users of the contract and require pick up and delivery service. It should be understood that additional agencies not listed may require pick up and delivery service.

Delaware State Police Troop 1 605 Philadelphia Pk. Penny Hill Wilmington, DE	Delaware State Police Troop 6 3301 Kirkwood Hwy. Prices Corner Wilmington, DE
Delaware State Police Troop 2 100 Lagrange Ave. Newark, DE	New Castle County Courthouse 500 North King Street Wilmington, DE
Capitol Police – Wilm. New Castle County Courthouse 500 North King St. Wilmington, DE	Court of Common Pleas 10th & King Sts. Wilmington, DE
Capitol Police - Headquarters 150 E. Water Street Dover, DE 19901	Delaware State Police Headquarters 1441 N. Dupont Hwy, Rt. 13 Dover, DE
Delaware State College U.S. 13 – Security Office Dover, DE 19901	Delaware State Police Troop 3 3036 Upper King Rd. Camden, DE
Delaware State Police VLEU 1575 McKee Rd. McKee Business Park Dover, DE 19901	Delaware State Police State Bureau of Identification 655 S. Bay Rd. Suite 1B Blue Hen Corporate Center Dover, DE

SCOPE OF WORK DETAILS

2. **PICKUP AND DELIVERY SERVICE - Continued:**

Delaware State Police Troop 9 414 Main St. Odessa, DE	Department of Correction Employee Development Center 245 McKee Road Dover, DE 19904
Delaware State Police Weigh Station 4580 N. DuPont Highway Townsend, DE 19734	DCC-Delaware Correction Center Smyrna, DE
DCC c/o Transportation Unit 245 McKee Road Dover, DE	DCC& Transportation Trailer Paddock Road Smyrna, DE
Kent County Courthouse 38 The Green Dover, DE	Department of Correction Employee Development Center 245 McKee Road Dover, DE 19904
Sussex County Courthouse 1 The Circle Georgetown, DE	Del DOT- South District 23697 DuPont Blvd. Georgetown, DE 19947
Delaware State Police Troop 4 23652 Shortley Rd, Rt 113 Georgetown, DE	Delaware State Police Troop 7 18006 Coastal Highway Lewes, DE
Delaware State Police Troop 5 925 Public Safety Highway, Rt. 13 Bridgeville DE	SCI – Sussex Correctional Institution Georgetown, DE
	Department of Natural Resources & Environmental Control Division of Fish & Wildlife Route 24 Millsboro, DE

NOTE: In addition to the pick-up and delivery locations listed above, the Delaware State Police will require daily pick-up and delivery (Monday through Saturday) during the week of the Delaware State Fair at the Harrington Fair Grounds, Harrington, Delaware. (Approximately 15 uniforms per day.)

SCOPE OF WORK DETAILS

3. **COUNTER SERVICE:**

Locations of counter service are specified on the "Delivery" tab in the Award Notice Pricing Spreadsheet. Additionally, vendor's hours of operation are listed.

Counter service will be provided on a carry in/carry out basis only. Vendors will be expected to provide slips for pre-authorization by each agency for carry-ins. Garments carried in and processed by the vendor that have not been pre-authorized will not be paid for.

Using agencies are required to list all authorized items to be cleaned.

The following agencies are known users of counter service.

Department of Natural Resources and Environmental Control
Division of Fish and Wildlife
Department of Agriculture
Delaware State Police
Department of Correction
Delaware Capitol Police

4. **INSPECTION:**

Upon receipt of the items by the individual, the material will be inspected, and if found to be defective or it fails in any way to meet the specifications as indicated in this proposal, the item(s) may be rejected. All rejected items or shortages or lost items must be reported to the vendor within thirty (30) days of receipt. Please contact the following regarding contract problems: Clothes 2 You Cleaners, Fernando Guajardo, 302-841-9241 or Matthew Parks, 302-740-1235; Capitol Cleaners, E. Stuart Outten, Jr. 302-9899 or James Teagle, 302-674-5592.

5. **CLEANING/LAUNDERING:**

Uniforms and all other articles are to be processed in a manner to render the finished product professional in appearance. The State of Delaware expects the vendors to utilize cleaning products and processes capable of removing all stains and odors. The vendors are to have necessary expertise to clean items in such a manner so shrinkage, discoloration and other damages do not occur. Price to include, but not limited to, dry cleaning/laundry and pressing.

SCOPE OF WORK DETAILS

6. RETURN/PICKUP OF ITEMS:

- A. It shall be the responsibility of the vendor to implement a system and maintain proper records that will require a minimum amount of effort on behalf of the users of the contract to assure accurate returns, drop-offs and pick-ups.
- B. Should the implemented system above (A) require a receptacle, special container, bag, etc. to assure accountability, the vendor will be required to provide such container.
- C. Each user of the contract listed herein shall designate a central pick-up per stop.
- D. Vendors must be able to verify pick-up and delivery or be prepared to assume responsibility of lost/misplaced item(s) and the subsequent replacement thereof, at the full replacement cost of item(s).
- E. Users shall require their employees to place their names inside each garment.
- F. Users shall designate a contact person at each pick-up to assure appropriate accountability.

Government Support Services and using agencies reserve the right to negotiate and resolve any systematic difficulties with the vendors as they pertain to the Return/Pick-up system.

7. MISHANDLED/DAMAGED AND LOST GARMENTS:

Persons responsible for resolving problems involving mishandled/damaged and lost garments have been identified as: Clothes 2 You, Fernando Guajardo, 302-841-9241, or Matthew Parks, 302-740-1235; Capitol Cleaners, E. Stuart Outten, Jr. 302-632-9899, or James Teagle, 302-674-5592. After notification of complaint, either verbal or written, is received by the vendor; the vendor will have fifteen (15) days to rectify the complaint. If after fifteen (15) days, the vendor doesn't locate the lost garment, vendor shall be responsible for the subsequent replacement thereof, at the full replacement cost of item (s).

For mishandled/damaged items, if after fifteen (15) days the complaint is not resolved to the agency's satisfaction, the Government Support Services will call a meeting with respective vendor, agency and all parties involved.

SCOPE OF WORK DETAILS

8. **REPAIRS, ALTERATIONS AND MINOR TAILORING:**

The vendors shall be expected to perform all alterations that are required to keep garments in first class condition, excluding normal wear. This includes, but is not limited to: loose belt loop, loose button, loose patches stripes, etc.

The Vendor's price list includes the price per item for sewing on of sleeves, emblems, chevrons, service stripes, removal/placement of rank insignia and removal/placement of hash marks. Each agency will supply specifications regarding exact location of items on garments.

Items submitted for repairs, alterations and minor tailoring shall be returned within three (3) to five (5) days after receipt.

9. **FINISHED PRODUCTS:**

All articles are to be processed in such a manner to render the finished product professional in appearance. The State of Delaware expects the vendors to utilize cleaning products and processes capable of removing all stains and odors. The vendors are to have necessary expertise to clean items in such a manner so shrinkage, discoloration, and other damages do not occur. Price include, but are not limited to, dry cleaning/laundry or minor repairs and pressing.

10. **CONDITION OF CLOTHING:**

The vendors are **not** required to sew patches on clothing that contain blood or offensive odors. If the vendors received such items, they are to contact the customer and get authorization (in writing) to either launder the item(s) or make other arrangements for cleaning before patches are sewn on.

11. **VOLUNTEER FIRE COMPANIES:**

Volunteer Fire Companies can use the state contract for their uniforms, and they shall receive contract pricing. However, if they bring in their personal clothing, the vendors are **not** obligated to give them the contract price.