STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 29, 2011

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

FROM: Courtney McCarty
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE –Addendum #4** (Effective March 9, 2012)
CONTRACT NO. GSS11479-FURNITURE
Furniture

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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 two (2) years from January 1, 2012 through December 31, 2013. 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.

3. VENDORS:

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SEATING		
GSS11479-FURNITUREV01 **Brennan's Office Interiors, Inc.** 650 Centerpoint Blvd. New Castle, DE 19720 POC: Mark Brennan PH: 302-325-8190 (Ext. 13) Em: mbrennan@brennansoi.com FSF#: 0000018468	GSS11479-FURNITUREV02 **Corporate Interiors** 223 Lisa Dr. New Castle, DE 19720 POC: Fred Leone PH: 302-356-1021 Em: fleone@corporate-interiors.com FSF#: 0000018235	GSS11479-FURNITUREV03 **Staples Advantage** 500 Staples Dr. Framingham, MA 01702 POC: Customer Service PH: 866-387-9873 Em: StOfDelwrfunture@Staples.com FSF#: 0000000955
GSS11479-FURNITUREV08 **Delaware Correctional Industries** 245 McKee Rd. Dover, DE 19904 POC: Richard Senato PH: 302-857-5413 Em: richard.senato@state.de.us FSF#: 3804090000		

DESKS & TABLES		
GSS11479-FURNITUREV01 **Brennan's Office Interiors, Inc.** 650 Centerpoint Blvd. New Castle, DE 19720 POC: Mark Brennan PH: 302-325-8190 (Ext. 13) Em: mbrennan@brennansoi.com FSF#: 0000018468	GSS11479-FURNITUREV02 **Corporate Interiors** 223 Lisa Dr. New Castle, DE 19720 POC: Fred Leone PH: 302-356-1021 Em: fleone@corporate-interiors.com FSF#: 0000018235	GSS11479-FURNITUREV04 **Douron, Inc.** 30 New Plant Court Owings Mills, MD 21117 POC: Jan Mahoney PH: 302-455-1892 Em: jan@douron.com FSF#: 0000029593
GSS11479-FURNITUREV03 **Staples Advantage** 500 Staples Dr. Framingham, MA 01702 POC: Customer Service PH: 866-387-9873 Em: StOfDelwrfunture@Staples.com FSF#: 0000000955	GSS11479-FURNITUREV08 **Delaware Correctional Industries** 245 McKee Rd. Dover, DE 19904 POC: Richard Senato PH: 302-857-5413 Em: richard.senato@state.de.us FSF#: 3804090000	
FILE, STORAGE, CASEGOODS		
GSS11479-FURNITUREV01 **Brennan's Office Interiors, Inc.** 650 Centerpoint Blvd. New Castle, DE 19720 POC: Mark Brennan PH: 302-325-8190 (Ext. 13) Em: mbrennan@brennansoi.com FSF#: 0000018468	GSS11479-FURNITUREV02 **Corporate Interiors** 223 Lisa Dr. New Castle, DE 19720 POC: Fred Leone PH: 302-356-1021 Em: fleone@corporate-interiors.com FSF#: 0000018235	GSS11479-FURNITUREV04 **Douron, Inc.** 30 New Plant Court Owings Mills, MD 21117 POC: Jan Mahoney PH: 302-455-1892 Em: jan@douron.com FSF#: 0000029593
GSS11479-FURNITUREV03 **Staples Advantage** 500 Staples Dr. Framingham, MA 01702 POC: Customer Service PH: 866-387-9873 Em: StOfDelwrfunture@Staples.com FSF#: 0000000955	GSS11479-FURNITUREV08 **Delaware Correctional Industries** 245 McKee Rd. Dover, DE 19904 POC: Richard Senato PH: 302-857-5413 Em: richard.senato@state.de.us FSF#: 3804090000	
SYSTEMS		
GSS11479-FURNITUREV01 **Brennan's Office Interiors, Inc.** 650 Centerpoint Blvd. New Castle, DE 19720 POC: Mark Brennan PH: 302-325-8190 (Ext. 13) Em: mbrennan@brennansoi.com FSF#: 0000018468	GSS11479-FURNITUREV02 **Corporate Interiors** 223 Lisa Dr. New Castle, DE 19720 POC: Fred Leone PH: 302-356-1021 Em: fleone@corporate-interiors.com FSF#: 0000018235	GSS11479-FURNITUREV08 **Delaware Correctional Industries** 245 McKee Rd. Dover, DE 19904 POC: Richard Senato PH: 302-857-5413 Em: richard.senato@state.de.us FSF#: 3804090000

SPECIAL SCHOOL FURNITURE		
GSS11479-FURNITUREV01 **Brennan's Office Interiors, Inc.** 650 Centerpoint Blvd. New Castle, DE 19720 POC: Mark Brennan PH: 302-325-8190 (Ext. 13) Em: mbrennan@brennansoi.com FSF#: 0000018468	GSS11479-FURNITUREV02 **Corporate Interiors** 223 Lisa Dr. New Castle, DE 19720 POC: Fred Leone PH: 302-356-1021 Em: fleone@corporate-interiors.com FSF#: 0000018235	GSS11479-FURNITUREV05 **GA Blanco and Sons, Inc.** PO Box 149 Great Barrington, MA 01230 POC: Mike Barko PH: 800-931-0027 Em: mbarko@gablanco.com FSF#: 0000000373
GSS11479-FURNITUREV03 **Staples Advantage** 500 Staples Dr. Framingham, MA 01702 POC: Customer Service PH: 866-387-9873 Em: StOfDelwrfunture@Staples.com FSF#: 0000000955	GSS11479-FURNITUREV08 **Delaware Correctional Industries** 245 McKee Rd. Dover, DE 19904 POC: Richard Senato PH: 302-857-5413 Em: richard.senato@state.de.us FSF#: 3804090000	
DCI COMPONENTS		
GSS11479-FURNITUREV06 **Dauphin North America** 300 Myrtle Ave. Boonton, NJ 07005 POC: Deanna Borngesser PH: 800-631-1186 Em: Deanna.borngesser@dauphin.com FSF#: 0000102852	GSS11479-FURNITUREV07 **Krueger International, Inc.** 1330 Bellevue Street Green Bay, WI 54302 POC: Tammy Loppnow PH: 920-468-2173 Em: tammy.loppnow@ki.com FSF#: 0000022915	Products under this section are available for purchase by Delaware Correctional Industries only.

Delaware Correctional Industries (DCI) has been added to the vendor listing in accordance with Ttile 29, Chapter 6904 (b) which allows one State Agency to sell to other State Agencies. DCI is authorized to sell Furniture products they assemble from the components purchased from the DCI Components portion of this contract to other State Agencies.

Delaware Correctional Industries (DCI) also has the ability to make custom furniture out of wood, metal, and/or concrete.

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY:

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The Vendor shall be responsible for all delivery, unloading, staging, and storage of furniture, and, equipment. The Vendor shall notify the State at least (7) working days prior to each delivery. The Vendor shall not proceed with delivery and installation until he has express, written approval from the agency to do so.

Unless otherwise noted on a Purchase Order the Vendor must comply with the following delivery requirements:

a. Vendor must be able to offer the following delivery methods. Please note that Vendors are required to notify the ordering agency at least seven (7) working days prior to delivery. The Vendor shall not proceed with delivery and installation until he has express, written approval from the ordering agency to do so.

    1. Drop Ship – Products will be delivered by a common carrier to a dock.

    2. Installation – Products will be delivered, unloaded, and assembled according to design plan and to a move-in ready condition.

b. Delivery of goods shall be made to any location specified on the purchase order. This could include multiple delivery locations on one purchase order.

c. Under no circumstances will ordering agency personnel assist with unloading product.

d. Emergency or rush deliveries request by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's expense, but only with prior written approval from the ordering agency. Approved emergency or rush shipping charges shall be added to an invoice as a separate line item.

e. In the event emergency or rush delivery is required as the result of an error on the Vendor's part all shipping and handling charges shall be the responsibility of the Vendor.

f. Delivery must be completed within ninety (90) days after receipt of order. Bids listing delivery in excess of ninety (90) days will not be considered responsive.

g. ***All deliveries and installation work shall be performed during regular working hours - 8:00 a.m. to 4:30 p.m. Monday through Friday. Changes thereto may be granted with written approval of the Agency. Any work required after regular working hours or on Saturdays, Sundays, or legal holidays, as may be reasonably required consistent with contractual obligations, shall be done at no additional cost to the State. The vendor shall obtain approval from the Agency for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency***

6. PRICING:

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

Pricing and discount offerings can be found in the Pricing Spreadsheet. Several Corrections have been made to the Pricing Spreadsheet. Please refer to Pricing Spreadsheet – Addendum #1 for current information.

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 will be issued to cover the Furniture 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 RESPONSIBLIITIES:

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.

16. CUSTOMER SERVICE

The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred).

17. QUARTERLY MEETINGS

Both the State and the Supplier(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

18. PRODUCT AVAILABILITY

Suppliers must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users and Contract Officer by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

19. SUBSTITUTIONS

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered where requested in Appendix C, provided the supplier(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is comparable to that specified. However, substitution on any product or quantities on any order will not be accepted by Contract Users, unless authorized in writing by a designated buyer.

20. QUALITY ASSURANCE GUARANTEES

The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the supplier(s). The Supplier(s) is to agree to repair and/or immediately replace without charge to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

21. SHIPPING

A packing label must be on each box and include the following information such as:
-Contract User's Name
-Address
-Department and floor
-Point of contact
-Telephone number
-Mail code

A packing slip must also be included which will include information such as:
-Line item description
-Quantity ordered
-Quantity included in shipment
-Any back order items
-Unit price

22. RETURNS

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form, or not included on the requisition form or purchase order may, at the discretion of the contract user, be returned to the Supplier's warehouse at the Supplier's expense within 30 days. Return Authorizations must be credited immediately once the Supplier receives the returned goods. The vendor shall not be responsible for incorrect product being ordered by an Agency without the guidance of the vendor and can only be returned at the discretion of the vendor.

23. CANCELLATION OF ORDER

Orders can only be cancelled if production has not been started by the manufacturer or if the mutually agreed delivery time cannot be met by the vendor.

24. RECYCLED PRODUCTS

Remanufactured products shall not be accepted, however, the State of Delaware encourages vendors to offer newly manufactured products with recycled materials, though not mandatory under the terms of this contract. Offering such products with recycled materials shall have no impact on the award process. **However, the vendor is required to submit with the bid, a description of the manufacturer's recycled materials program, as it pertains to each brand bid**. Failure to provide this information shall make your bid non-responsive.

25. GENERAL

All furniture, panels and components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.

26. FURNITURE SELECTION AND LAYOUT (DESIGNER SERVICES)

The vendor shall include in their price proposal, an hourly rate for layout & design services in connection with any subsequent state request that occurs after the initial purchase and installation. The vendor shall work with the requesting state agency to determine furniture selection:

a. Fabric, paint, and finishes shall be available electronically and incorporated in CAD drawings to aid in the selection process. The accuracy of all facility dimensions, obstructions, and attributes shall be the responsibility of the Vendor.

b. The Vendor shall be responsible for overages, shortages or all other ordering errors resulting from orders based on the design work completed by the Vendor. Approval of design work by the Ordering Agency does not constitute responsibility for the Vendor's design or ordering process.

c. If the Vendor is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it shall be the Vendor's responsibility (financially and logistically) to resolve the matter to the Ordering Agency's satisfaction.

d. The Vendor is responsible for notifying the Ordering Agency immediately of any deviations or inconsistencies with product capabilities including unusual assembly requirements.

e. The Vendor is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assemble time, the Vendor is responsible for the quick shipment of the missing parts.

27. INSTALLATION SERVICES

The Vendor shall take precautions during the installation of any product not to damage the premises or the property of the ordering agency. If damages do occur as a result of operations under this contract, the Vendor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Vendor shall make restitution, as agreed up on by all parties. **Installation services shall include the following**:

a. All receiving, uncrating, assembly and installation of all furniture and components at site.

b. Work shall be performed and completed in accordance with a work schedule developed and coordinated with the using agency.

c. The contractor shall supervise, direct the work, and be solely responsible for all construction requirements, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract.

d. The contractor shall employ a full-time competent supervisor and necessary foremen and assistants, who shall be in attendance on the project site during the entire installation period.

e. The contractor shall keep the job site free from accumulation of refuse, scrap materials and debris at all times. The site shall present a neat, and orderly appearance. All materials shall be removed from the site on a daily basis, including loading, cartage, hauling and dumping. State dumpsters are not to be used for disposal of those materials. This will be at the contractor's expense. Final clearing and cleanup shall be done promptly and properly. If not, the State shall have the right to employ others and charge the cost to the contractor, after first giving a (3) three working day notice of such intent. Final payment shall be withheld, until the work area is determined acceptable by the State.

28. DISASSEMBLY, RELOCATION AND RECONFIGURATION SERVICES

Vendor shall include in the price proposal, an hourly rate for disassembly, moving, and reconfiguration services in connection with systems furniture installations that are not part of the initial purchase and installation. This rate will serve as the basis for the actual cost estimate to be submitted when a specific requirement is requested by a using agency.

29. OBSOLESCENCE

The Vendor must certify that the items offered, are functionally similar items, which will interface with the system, and will remain available for a minimum period of five (5) years.

30. WARRANTY

Vendor The contract must warrant the office furniture products and materials (excluding fabric) offered under this contract:

a. Systems Furniture – Minimum of 10 years
b. Seating – Minimum of 10 years
c. Desk/Tables – Minimum of 10 years
d. Filing, Storage and Case Goods – Minimum of 10 years
e. Special School Furniture – Minimum of 10 years
f. Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
g. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

31. REQUEST FOR QUOTE

When responding to an agency request for quote, the successful Vendor(s) must provide a written proposal on company letterhead or proposal form, which shall include at a minimum, the following:

a. Product Identity - Name of Manufacturer.

b. Quotes shall include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the manufacturer's recommendation. If applicable, manufacturer's standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in the quote.

c. The quantity and extended list price for each component shall be totaled and the appropriate discount applied to the grand total within a specific product line and contract.

d. A schedule that will define the manufacturing cycle, state of delivery/installation and completion.

e. Floor layout(s) of the product installation.

32. MANUFACTURER'S CATALOGS AND PRICE LISTS

The successful Vendor(s) shall furnish, upon request, copies of manufacturer catalogs and published price lists submitted with their proposal to any State Agency requesting such information at no cost to the State.

33. PRODUCT LINE DEFINITIONS

a. SYSTEMS FURNITURE AND ACCESSORIES

DEFINITION: Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package of furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements such as office landscape are included.

All panels and components shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all imperfections, defects and hazards which might affect appearance, normal life, serviceability, or user safety. All panels must stand erect and rest firmly on their bases to assure safety, good appearance, and provide a stationary work station. All panels shall be plumb, level, and tight where the panels join together. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without the penetration of the flowing and without the use of floor fasteners and must allow for reconfiguration without any floor patching.

b. SEATING

DEFINITION: Seating includes executive, task/work, guest/side, reception/lounge, conference room, stackable, and stools.

c. DESK AND TABLES

DEFINITION: A desk/table is freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. This category includes; but not limited to, free standing desks, conference room tables, small office tables, side tables, and dining tables.

d. FILING, STORAGE, AND CASE-GOODS

DEFINITION: The filing, storage and case-goods category includes, but not limited to: bookcases, wardrobes, cabinets, free standing and mobile pedestals, and wall mounted shelving.

e. SPECIAL SCHOOL FURNITURE

DEFINITION: The special school furniture category includes, but not limited to: cafeteria, library, early education, auditorium, dorm, and locker room furniture.