



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 28, 2013

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS12070-CLOTHING
Clothing, Linen & Textiles, Footwear and Scrubs

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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 Vendor's contract shall be valid for a one (1) year period from February 1, 2013 through January 31, 2014. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, 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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<p>GSS12070-CLOTHINGV01 ATD American Co. 135 Greenwood Ave. Wyncote, PA 19095 POC: Sharon Gowton PH: 215-576-1000 Email: american@atd.com FSF: 0000017913</p>	<p>GSS12070-CLOTHINGV02 Bob Barker Company, Inc. 134 N. Main St. Fuquay-Varina, NC 27526 POC: Kevin Fields PH: 800-334-9880 Email: customerservice@bobbarker.com FSF: 0000032003</p>
<p>GSS12070-CLOTHINGV03 Dover Army Navy Store, Inc. 222 W. Loockerman St. Dover, DE 19904 PH: 302-736-1959 Email: email@doverarmynavy.com FSF: 0000024816</p>	<p>GSS12070-CLOTHINGV04 Delaware Correctional Industries 245 McKee Road Dover, DE 19904 PH: 302-857-5243 Email: doc_dcisales@state.de.us FSF: 3804090000</p>
<p>GSS12070-CLOTHINGV05 Graves Uniforms 102 Savannah Road Lewes, DE 19958 POC: Terry Havens PH: 800-441-8010 Email: info@gravesuniforms.com FSF: 0000135967</p>	<p>GSS12070-CLOTHINGV06 Hanover Uniforms Company 3501 Marmenco Ct. Baltimore, MD 21230 POC: John Mintz PH: 410-401-3031 Email: jmintz@hanoveruniform.com FSF: 0000006300</p>

<p>GSS12070-CLOTHINGV07 Harbor Linen LLC 2 Foster Ave Gibbsboro, NJ 08026 POC: Jonathan Kuhl PH: 800-257-7858 (4269) Email: jkuhl@harborlinen.com FSF: 0000020248</p>	<p>GSS12070-CLOTHINGV08 Kar Wing Trading Co., Inc. 1923 Frank Stiles St. S. El Monte, CA 91733 POC: Laura Weigand PH: 800-538-8331 (12) Email: sales@karwing.com FSF: 0000162685</p>
<p>GSS12070-CLOTHINGV09 OD Taragin & Bros., LLC 1400 Aliceanna St. Baltimore, MD 21231 POC: Jonathan Shapiro PH: 410-276-7570 Email: odtar@erols.com FSF: 0000005841</p>	<p>GSS12070-CLOTHINGV10 RWM Embroidery & More 62 W. Commerce St. Smyrna, DE 19977 POC: Robert McGinnis PH: 302-653-8384 Email: bob@rwmembroidery.com FSF: 0000000176</p>
<p>GSS12070-CLOTHINGV11 Saf-Gard Safety Shoes 2222 Hessler Blvd New Castle, DE 19720 POC: Tony Milan PH: 302-650-2696 Email: tmilan@safgard.com FSF: 0000032543</p>	<p>GSS12070-CLOTHINGV12 Tabb Textile Co., Inc. 511 Pleasant Dr. Opelika, AL 36801 POC: Letty Jacobs PH: 334-745-6762 Email: letty@textilegroup.net FSF: 0000001368</p>

4. SHIPPING TERMS

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

5. PRICING

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Prices will remain firm for the term of the initial contract year. Refer to Pricing Spreadsheet associated with this contract for pricing.

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.shtml>.

14. GENERAL REQUIREMENTS

a. Active Agency vs. Passive Agency

An active agency is defined as one who gives the vendor a list of items, colors, size and quantities to be inventoried and which will be purchased within a specific period of time. The purpose of being an active agency is to ensure product availability and to reduce the delivery time. An active agency may also be defined as one who gives the vendor advanced notice that his/her agency will be placing an order to facilitate a seasonal change or to uniform a graduating class.

A passive agency is defined as one who has NOT communicated to the vendor of his/her intent to purchase items covered by this contract but still wishes to place an order when the need to do so occurs.

b. Item Description

Vendors are to bid items as specified. Any changes to the specifications, i.e. description, quantity, sizing, color, packaging, etc., shall render your bid for that item non-responsive. Items shall be bid as requested. If you cannot provide the item requested, submit a no bid. **Do not change the description.**

c. Fit

Vendor must fit employee and guarantee the clothing delivered is the correct size as measured/fitted. Vendor is not liable for any weight fluctuations between fitting and delivery. All clothing shall be first quality, no irregulars.

d. Measurements/Alterations/Tailoring

The cost of measurements, alterations and custom fittings shall be included in the quoted price for each applicable item. The time and date for custom fittings shall be at the convenience of the agency(s).

The successful vendors shall have on the premises tailoring and sewing equipment and skilled tailoring personnel to make quick, expert alterations and to take measurements. The successful vendor shall also have a tailor on duty that shall visit each agency to take measurements (including cadet classes), and make alterations.

When using samples for measuring and alteration purposes, the sample must be the exact style that is to be ordered.

Tailor shall visit the agency within 3 to 5 days after notification.

e. Invoice

All invoices submitted shall be itemized and in the following format:

- a. Unit price of item(s)
- b. Cost of sewing on buttons, stripes, patches and emblems (if applicable) i.e.
Buttons - \$.85
½" nylatwist braid trouser strip - \$6.75
Patch - \$1.00 etc.
- c. Total cost per item
- d. Total cost of the entire order

Any invoice not submitted in the above format will be returned.

f. Return Material Authorization

Each ordering agency may return non-conforming material stock or special to the successful bidder at no charge to that agency. Immediate replacement is expected if required by that agency. No restocking charge is authorized for material returned to the successful bidder under non-conforming conditions. Any agency returning stock or special materials to the successful bidder due to the requirement changes may be liable for a (not to exceed) 15% restocking charge.

g. Back Order

It is the responsibility of the contractor to notify the ordering agency immediately upon notification that an item is on back order. The contractor shall state the reason for the back order and the date the agency can expect delivery. After receiving this information the agency will make the determination to wait for the item or cancel it.

h. Quality of Clothing

Bidders are hereby informed that clothing shall be first quality, no irregulars.

i. Packaging

All deliveries shall be packaged individually and the package shall be clearly marked on the outside with the purchase order number. The packing list shall include detailed information i.e.; customer name and sizes enclosed as needed in accordance with the purchase order to facilitate inspection and distribution of the product at destination. Additional request regarding packaging shall be negotiated between the ordering agency and the vendor.

j. Delivery Terms

All shipments are made direct to each ordering agency/facility. F.O.B. destination with shipping charges pre-paid. Partial delivery will **not** be accepted for any item unless prior arrangements have been made with the cognizant agency. **Delivery for all clothing items SHALL be within thirty (30) days after receipt of order.**

CORRECTIONAL OFFICER SERIES UNIFORM – Standard size items **SHALL** be delivered within thirty (30) business days. All other items are to be delivered within sixty (60) days. A penalty of \$1.00 per day per item will be charged after sixty (60) days, if the delay is the fault of the vendor. This charge and collection shall be done by the individual agency. Deductions can be made from any outstanding invoices. The only exception to this charge is if the vendor provides documentation from the manufacturer stating that item(s) are on back order.

Vendors are required to identify which size they consider “**CUSTOM**” sizes and will require a longer shipping time. **This information must be submitted with the bid.**

k. Inspection

Upon delivery, the item(s) shall be inspected by an authorized representative from the respective agency, and if found to be defective or failing in any way to meet the specifications as indicated, it may be rejected.

l. Catalogs

The successful vendor(s) are required to make available upon request catalogs consisting of all offered items. The catalog shall include complete list of sizes and all colors available and a detailed description of each item sufficient for ordering purposes. Catalogs should be ready and available upon agency request.

The successful vendor(s) are required to offer the State of Delaware a percentage off their standard clothing catalog for those items not listed in Appendix B. This percentage shall remain firm for the term of the contract. The vendor(s) is to also offer a percentage off of on-line pricing. Vendor shall ensure that the State of Delaware is afforded the same opportunity as the general public for special/promotional pricing offered on the Internet.

m. Electronic Catalog Service & Training

The awarded vendor may elect to offer on-line catalog ordering service. Access to this service must allow state agencies to purchase any item listed in the vendors standard supply catalog at the applicable contract price. The vendor shall provide end user training when requested by the agency. This training may be on an individual or group basis.

n. Specifications

The specifications are used to establish the minimum acceptable standards for items the State of Delaware intends to purchase. Styling, design and color selection availability is essential to this contract. The approved brand is intended to establish the minimum level of quality, design or composition for items that will be acceptable by the State of Delaware. Bids based on manufacturers other than specified in the Request for Proposal (RFP), must be clearly identified as such, and bidders must include detailed fabric and feature/construction specifications for each article with the bid. In the event that an apparent low bidder proposes an alternate, the burden of proof to demonstrate equivalency by samples, technical specifications and by a presentation.

The State of Delaware shall be the sole judge as to whether or not items submitted meet specifications and whether or not items being bid are equal. Failure of the delivered uniforms to be of the same quality of the approved sample shall completely release the State of Delaware from any or all contractual obligations to the successful vendor, his agents.

Failure of the completed order to meet specifications or is proved not to be of equal quality as the sample shall release the agency from any and all obligations to the vendor, his agents, or his dealers, and shall enable the agency to place another order with whosoever the buyer pleases, without obligation or restrictions to the manner of purchasing.

15. PART 1 – SECTION 1 REQUIREMENTS

Patches, Emblems, Badges and Insignias

No badges, patches, or insignia that is unique to any State Agency, Division, Section, School District, Political Subdivision, or Volunteer Fire Department may be sold to the general public.

16. PART 1 – SECTION 2 REQUIREMENTS

Correctional Officer Series

a. Sales Representation

The successful vendor is expected to have full sales representation throughout the State and to be available to make regular and timely visits to each active agency.

b. Inventory Requirement

The unsuccessful vendor is expected to maintain a level of sufficient inventory adequate to satisfactorily service each account. If at the end of the contract period a new vendor successfully receives the contract award the successful bidder shall purchase the remaining garments on hand with the current contract holder. Provided that those garments are of acceptable quality and meet twenty (20) percent of the quantity sold during the final year of the current contract. The prices for such purchases shall not exceed the invoice price of the garments at wholesale. The current contract holder may at his/her discretion decide to keep his inventory and not sell it to the next successful vendor.

c. Start Up

Not more than 30 days following the award of contract the successful bidder must maintain sufficient stock to service all committed agencies.

d. Try-On Samples

One sample per item regardless of color.

1. The vendor will be required to furnish try-on samples for cadet classes and semi-annual re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing employees.

2. Cadet Classes, 5 or less: Depending upon the location of the vendor, DOC may send cadets to the local store for trying on clothing samples. This shall be mutually agreed upon between DOC and the vendor. Vendor must be available for this service (with samples) on the first day of the cadet class with 3-5 working days' notice from DOC about an upcoming class.
3. Cadet Classes, more than 5: Vendor will be required to travel to the DOC class location, normally held in our Dover Administration building (245 McKee Road, Dover). Vendors must be available to size individuals, with samples, the first day of the cadet class with 3-5 working days' notice from DOC about an upcoming class.
4. Existing Employees/Semi-Annual Reissues: Vendors will be required to go to each facility with samples. We do not accept measuring as a method for sizing existing employees.
5. DOC requires that the vendor pack each individual employee's entire uniform together and ship when it is a complete order (example: all shirts, trousers, belt will be packed in the same box, bag, etc. to the extent possible). In the case of seasonal items such as jackets, that requires a much longer delivery time, they will be permitted to be delivered at a later time, but a cost will not be incurred for longer delivery items. Vendors should submit a separate cost for this in their bid. This cost will only apply to newly issued uniforms for cadets and reissues for existing employees and should be a charge per employee for the packaging service, not by item. Any items ordered sporadically at other times will not require this service or incur this charge.

17. PART 1 – SECTION 3 REQUIREMENTS

Probation & Parole Officers

Uniform requirements for this section changed prior to execution of contracts. As a result this section has been re-bid.

18. PART 1 – SECTION 4 REQUIREMENTS

Bureau of Management Services Uniform

Try-On Samples

One sample per item regardless of color.

- a. The vendor will be required to furnish try-on samples for cadet classes and semi-annual re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing Bureau of Management Services employees.
- b. Cadet Classes, 5 or less: Depending upon the location of the vendor, DOC may send cadets to the local store for trying on clothing samples. This shall be mutually agreed upon between DOC and the vendor. Vendor must be available for this service (with samples) on the first day of the cadet class with 3-5 working days' notice from DOC about an upcoming class.
- c. Cadet Classes, more than 5: Vendor will be required to travel to the DOC class location, normally held in our Dover Administration building (245 McKee Road, Dover). Vendors must be available to size individuals, with samples, the first day of the cadet class with 3-5 working days' notice from DOC about an upcoming class.

- d. Existing Employees/Semi-Annual Reissues: Vendors will be required to go to each facility with samples. We do not accept measuring as a method for sizing existing Bureau of Management Services employees.
- e. DOC requires that the vendor pack each individual Bureau of Management Services employee's entire uniform together and ship when it is a complete order (example: all shirts, trousers, belt will be packed in the same box, bag, etc. to the extent possible). In the case of seasonal items such as jackets, that requires a much longer delivery time, they will be permitted to be delivered at a later time, but a cost will not be incurred for longer delivery items. Vendors should submit a separate cost for this in their bid. This cost will only apply to newly issued uniforms for cadets and reissues for existing employees and should be a charge per employee for the packaging service, not by item. Any items ordered sporadically at other times will not require this service or incur this charge.

19. PART 1 – SECTION 5 REQUIREMENTS

K-9 Officer and Security Team

Try-On Samples

One sample per item regardless of color.

- a. The vendor will be required to furnish try-on samples for cadet classes and semi-annual re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing employees.
- b. Cadet Classes, 5 or less: Depending upon the location of the vendor, DOC may send cadets to the local store for trying on clothing samples. This shall be mutually agreed upon between DOC and the vendor. Vendor must be available for this service (with samples) on the first day of the cadet class with 3-5 working days' notice from DOC about an upcoming class.
- c. Cadet Classes, more than 5: Vendor will be required to travel to the DOC class location, normally held in our Dover Administration building (245 McKee Road, Dover). Vendors must be available to size individuals, with samples, the first day of the cadet class with 3-5 working days' notice from DOC about an upcoming class.
- d. Existing Employees/Semi-Annual Reissues: Vendors will be required to go to each facility with samples. We do not accept measuring as a method for sizing existing Bureau of Management Services employees.
- e. DOC requires that the vendor pack each individual employee's entire uniform together and ship when it is a complete order (example: all shirts, trousers, belt will be packed in the same box, bag, etc. to the extent possible). In the case of seasonal items such as jackets, that requires a much longer delivery time, they will be permitted to be delivered at a later time, but a cost will not be incurred for longer delivery items. Vendors should submit a separate cost for this in their bid. This cost will only apply to newly issued uniforms for cadets and reissues for existing employees and should be a charge per employee for the packaging service, not by item. Any items ordered sporadically at other times will not require this service or incur this charge.

20. PART 1 – SECTION 6 REQUIREMENTS

Boot Camp Cadet Clothing

21. PART 1 – SECTION 7 REQUIREMENTS

Boot Camp Officer Clothing

Try-On Samples

One sample per item regardless of color.

- a. The vendor will be required to furnish try-on samples for cadet classes and semi-annual re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing Bureau of Management Services employees.
- b. Cadet Classes, 5 or less: Depending upon the location of the vendor, DOC may send cadets to the local store for trying on clothing samples. This shall be mutually agreed upon between DOC and the vendor. Vendor must be available for this service (with samples) on the first day of the cadet class with 3-5 working days' notice from DOC about an upcoming class.
- c. Cadet Classes, more than 5: Vendor will be required to travel to the DOC class location, normally held in our Dover Administration building (245 McKee Road, Dover). Vendors must be available to size individuals, with samples, the first day of the cadet class with 3-5 working days' notice from DOC about an upcoming class.
- d. Existing Employees/Semi-Annual Reissues: Vendors will be required to go to each facility with samples. We do not accept measuring as a method for sizing existing Bureau of Management Services employees.
- e. DOC requires that the vendor pack each individual employee's entire uniform together and ship when it is a complete order (example: all shirts, trousers, belt will be packed in the same box, bag, etc. to the extent possible). In the case of seasonal items such as jackets, that requires a much longer delivery time, they will be permitted to be delivered at a later time, but a cost will not be incurred for longer delivery items. Vendors should submit a separate cost for this in their bid. This cost will only apply to newly issued uniforms for cadets and reissues for existing employees and should be a charge per employee for the packaging service, not by item. Any items ordered sporadically at other times will not require this service or incur this charge.

22. PART 1 – SECTION 8 REQUIREMENTS

Professional Uniforms

a. Certification Labels

Each garment will have sewn in, an individual label which states that the garment is guaranteed to meet the specifications outlined in the Request for Proposal (RFP).

b. Stock

The vendor is to maintain in stock, sizes for customers to try on, including those utilized by the Delaware State Police civilian females (to include blouses). In addition, vendor is required to have an adequate supply and inventory that historically have a long lead-time.

The vendor shall also indicate in the Bid Quotation Reply Section what items are stock and what items are non-stock.

23. PART 1 – SECTION 9 REQUIREMENTS

Work Clothing, Tee Shirts and Rainwear

24. PART 1 – SECTION 10 REQUIREMENTS

Inmate Clothing and Linen

25. PART 2 – SECTION 1 REQUIREMENTS

DHSS Clothing and Shoes

Delivery

Delivery is required within thirty (30) days after receipt of order.

26. PART 2 – SECTION 2 REQUIREMENTS

DHSS Linen & Textiles

Delivery

Delivery is required within thirty (30) days after receipt of order.

27. PART 3 – SECTION 1 REQUIREMENTS

Footwear

28. PART 4 – SECTION 1 REQUIREMENTS

Scrubs

a. Tracking

DHSS requires a database to track individual employee purchases and budget allotments.

b. Packing

DHSS requires that the vendor pack each individual employee's entire uniform together and ship when it is a complete order.

c. Measuring

DHSS requires the ability to make appointments at the Delaware Hospital for the Chronically Ill, 100 Sunnyside Road, Smyrna, DE 19977, to measure each employee for proper sizing. **This section does not require try-on samples. More than 5 employees, the vendor will be required to travel to DHCI for employee measuring. Five or less employees, the employees will visit the local store for measuring. Agency will work with vendor to schedule in store and on site measuring providing 3-5 working days' notice.**