



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 16, 2012

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

FROM: NICOLE JENKINS
STATE CONTRACT PROCUREMENT OFFICER
302-857-4553

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS12586-UNIFORM
Uniforms and/or Uniform Services Together with related Accessories

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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. SCOPE OF CONTRACT:

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- a. Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- b. A competitive bidding and selection process was conducted by the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and Contractor established a contract for uniforms and uniform services on or around January 20, 2011 (hereinafter, "Master Agreement").
- c. This not a mandatory use agreement under Title 29 § 6911 (d). Every state department and agency within the Executive Branch and Judicial Branch of the state government, 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, local government units, volunteer fire departments, and volunteer ambulance/rescue companies may procure all material, equipment and nonprofessional services through this agreement administered by Government Support Services, Office of Management and Budget.
- d. The purchase of uniforms is **not** authorized under this agreement.

2. CONTRACT PERIOD:

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The contract executed by the NJPA for use by the State of Delaware under a Participating Addendum that allows state departments and agencies to use the agreement. The Agreement shall be effective through February 23, 2013. This Agreement may be renewed annually until the expiration of the NJPA Master Agreement, February 24, 2015.

3. VENDOR:

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<p>Contract # GSS12586-UNIFORMV01 NJPA Contract Number: 012111-UFC FSF Vendor ID: 0000000705 UniFirst Corporation Attn: Bill Cannon 710 Naylor Mill Road Salisbury, MD 21801-1114 Phone: 410-742-9361 Fax: 410-860-0425 Email: william_cannon@unifirst.com Website: www.unifirst.com</p>
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4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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Contact Vendor Point of Contact for delivery and pickup.

6. PRICING:

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Prices are established as ceiling prices and will remain firm for the term of the contract year.

7. INSPECTIONS:

Goods furnished under this contract shall be subject to inspection and test by the Agency at times and places determined by the Agency. If the Agency finds goods furnished to be incomplete or in non-compliance with bid specifications, the Agency may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Agency, the Agency may cancel the order in whole or in part.

8. SERVICES:

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Pressing, repairs, size exchanges and automatic garment replacements are included in the weekly pricing.

Garment Preparation Charges:

Garment	Sizes	Charge (per garment)
Garment Prep Charge		
All	All Sizes	\$0.50
Incremental Up-Charge for Non-Standard Sizes		
Shirts	Size 2XL – 6XL	\$1.50
	Size 7XL and up	\$3.00
Men’s Pants	Size 44 - 48	\$2.00
	Size 50 – 56	\$2.50
	Size 58 and up	\$3.00
Woman’s Pants	Size 22 - 28	\$2.00
	Size 30 and up	\$2.50
Jackets	Size 2XL – 5XL	\$2.65
	Size 6XL	\$5.00
	Size 7XL and up	\$7.00
Coveralls	Size 52 – 58	\$2.65
	Size 60 – 64	\$5.00
	Size 66 and up	\$7.00
Misc	Size 44 – 48	\$1.25
	Size 50 – 56	\$1.75
	Size 58 and up	\$2.25

. *Includes hemming cost incurred on over-sized garments.

Direct Embroidery:

- Direct Embroidery Employee Name \$1.50
- Direct Embroidery Agency Logo (up to 4,99 stitches) \$2.50
- Direct Embroidery Agency Logo (5,000 to 9,999 stitches) \$3.75

ADDITIONAL TERMS AND CONDITIONS

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9. 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.

Agencies will be billed via a weekly invoice.

10. 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.

11. 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.

12. 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.

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 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.

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.
- 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>.