



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 21, 2013

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

FROM: KIMBERLY JONES
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4584

SUBJECT: **AWARD NOTICE – ADDENDUM # 1 – EFFECTIVE JULY 1, 2014**
CONTRACT NO. GSS13047B-DRY_CLEAN
DRY CLEANING SERVICE, PROFESSIONAL

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KEY CONTRACT INFORMATION**

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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 July 1, 2013 through June 30, 2014. Each contract may be renewed for three (3) additional one (1) year period 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.

Addendum # 1 extends the contract one year through June 30, 2015.

3. VENDORS

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GSS13047B-DRY_CLEANV01
Zones 1, 2, & 3
Capitol Cleaners & Launderers, Inc.
195 Commerce Way
Dover, DE 19904
Contact: Stuart Outten, III
Phone: 302-674-1511
Fax: 302-674-1558
Email: soutten@capitollinen.com
FSF# 0000024598

GSS13047B-DRY_CLEANV02
Zones 2 & 3
Service General Corp. dba Delmarva Cleaners
301 W. Market St.
Laurel, DE 19956
Contact: Maria Martinez
Phone: 302-875-1800
Fax: 302-875-1805
Email: maria.martinez@delmarvacleaners.net
FSF#0000142176

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 is 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 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.
- 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>.

SCOPE OF WORK

1. SPECIFICATIONS

The Vendor shall furnish professional dry cleaning and laundry services to include, **but not be limited to** the following:

- 1) **Dry Cleaning Service** – dry clean and press trousers, winter coats, jackets, liners, neck ties, “commando” sweaters and judge’s robes.
 - a. All trousers shall be sharply creased in the middle of the pant leg.
 - b. All shirts/blouses of professional uniforms shall be sharply creased in the middle of the sleeve.
- 2) **Laundering Service** – wash, dry and press shirts, work pants, Laboratory coats, bdu pants/shirts, and skirts, etc.
 - a. All sleeves shall be sharply creased in the middle of the sleeve.
 - b. Patches must be centered on the sleeve and pressed flat with the crease down the middle of the sleeve.
- 3) **Repair and Alteration** – sewing of buttons, emblems/chevrons and/or broken belt loops; mending any tears or rips; hemming; repair/replace zippers and/or pockets and size alterations.

2. PERFORMANCE REQUIREMENTS

- 1) **Quality Control** – The Vendor shall have the capability to ensure the following:
 - a. Machines and quality of CO2 cleaning supplies shall be professional and environmentally responsible; Energy Star equipment shall be used.
 - b. Dependable quality and good fabric care;
 - c. Alterations and repairs are professional; and
 - d. Garments are fresh and clean to preserve the appearance quality.
 - e. Vendor(s) shall utilize cleaning products and processes capable of removing all stains and odors.
 - f. Vendor(s) are to have necessary expertise to clean items in such a manner so shrinkage, discoloration and other damages do not occur.
- 2) **Satisfaction Guarantee** – In the event the Agency is not satisfied with the cleanliness of the garment(s) or the service provided, the Vendor shall provide the same service(s) again at no charge.
- 3) **Damaged/lost Garment(s)** – In the event that any garment is lost or damaged, the Vendor shall reimburse the agency in the amount of the value of the item.

SCOPE OF WORK

3. PICKUP AND DELIVERY

The vendor(s) are to deliver all materials covered by this contract as shown:

- * Pick-up and delivery will be two (2) times a week, for example:
 Items picked up on Monday will be returned Thursday of the same week.
 Items picked up on Tuesday will be returned Friday of the same week.
 Items picked up on Thursday will be returned the following Monday.
 Items picked up on Friday will be returned the following Tuesday.

- * Pick-up and delivery must be in this time period but days of the week may vary.
- * Any change in the delivery schedule must be approved by those agencies using the service.

HOLIDAYS

Vendors should contact the agencies to verify office hours on State Holidays. Some facilities may be open on State holidays and some are not. The State of Delaware Holidays are:

- | | |
|------------------|------------------------|
| New Years Day | Labor Day |
| MLK Jr. Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

The following agencies are known users of the contract and require pickup and delivery service. It should be understood that additional agencies not listed may require pickup and delivery service and that some agencies may choose to drop off and pick up items at another agency location.

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 - Annex 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

SCOPE OF WORK

PICKUP AND DELIVERY SERVICE - Continued

Delaware State Police Starlifter 24 Starlifter Ave. Dover, DE 19901	Department of Correction Employee Development Center 245 McKee Road Dover, DE 19904
Delaware State Police Troop 9 414 Main St. Odessa, DE	James T. Vaughn Correction Ctr. Paddock Rd. Smyrna, DE
Delaware State Police Weigh Station 4580 N. DuPont Highway Townsend, DE 19734	SCI – Sussex Correctional Institution Georgetown, DE
JTVCC-Special Ops Gatehouse Paddock Rd. Smyrna, DE	Department of Natural Resources & Environmental Control 21309 Berlin Rd. Unit #2 Georgetown, DE
Kent County Courthouse 414 Federal St. Dover, DE	Del DOT- South District 23697 DuPont Blvd. Georgetown, DE 19947
Sussex County Courthouse 1 The Circle Georgetown, DE	Delaware State Police Troop 7 18006 Coastal Highway Lewes, DE
Delaware State Police Troop 4 23652 Shortley Rd, Rt 113 Georgetown, DE	Delaware State Police Troop 5 925 Public Safety Highway, Rt. 13 Bridgeville 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

PICKUP AND DELIVERY SERVICE - Continued

4. ZONES

The contract scope has been segregated into the three (3) zones for pricing and to determine coverage for counter service. Vendors may bid on any or all zones but must demonstrate ability to provide adequate coverage for any zone that they bid on. The three (3) zones are designated as:

Zone 1 – Includes all of New Castle County north of the C & D canal.

Zone 2 – Includes New Castle County south of the C & D canal and Kent County (including Milford)

Zone 3 – Sussex County

5. COUNTER SERVICE

Locations of counter service must be specified in the Appendix A, Delivery and Locations Section and may be inspected prior to award of contract by the Government Support Services. Additionally, vendors are required to list their hours of operation.

Counter service is required by Delaware State Police personnel in all three counties. Depending on their work schedules and special duty assignments, officers in each county may need a uniform cleaned and picked up in a shorter time period than the delivery cycle.

Delaware State Police allows personal items to be cleaned when worn for work purposes; however, personal items must be distinguished from uniform items for State Tax purposes. If an officer drops both uniform and personal items at the counter at once, they should be completed on separate tickets. The ticket shall distinguish “uniform” or “personal” on the respective ticket.

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.

DNREC/Div. of Fish and Wildlife, Div. of Parks & Rec., and Environ. Crimes Unit
Department of Agriculture
Delaware State Police
Department of Correction
Delaware Capitol Police

SCOPE OF WORK

6. 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 and the Vendor(s) shall provide the same service(s) again at no charge. All rejected items must be reported to the vendor(s) within ten (10) days of receipt. Vendor(s) shall provide a contact name and phone number for the person who will be responsible for handling contract problems.

7. MISHANDLED/DAMAGED AND LOST GARMENTS

The vendor(s) name, phone number and/or email address of person(s) responsible for resolving problems involving mishandled/damaged and lost garments are provided on the Delivery & Locations tab of the Award Notice Pricing Spreadsheet. 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). Vendor(s) shall also be responsible for replacement cost of damaged garments.

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.

8. 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 vendor(s) to utilize cleaning products and processes capable of removing all stains and odors. The vendor(s) 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.**

9. 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. The bidder must describe the system to be implemented - the description must accompany your bid.
- D. Each user of the contract listed herein shall designate a central pick-up per stop.
- E. 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).

SCOPE OF WORK

- F. Users shall require their employees to place their names inside each garment.
- G. 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 vendor(s) as they pertain to the Return/Pick-up system.

10. MISHANDLED/DAMAGED AND LOST GARMENTS

The vendor(s) name, phone number and/or email address of person(s) responsible for resolving problems involving mishandled/damaged and lost garments are provided on the Delivery & Locations tab of the Award Notice Pricing Spreadsheet. 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.

11. REPAIRS, ALTERATIONS AND MINOR TAILORING

The vendor(s) shall be expected to perform all alterations that are required to keep garments in first class condition, excluding normal wear. To include but not limited to: loose belt loop, loose button, loose patches stripes, etc.

Vendor(s) are required to provide a price list with their bid for all other alterations and minor tailoring services they provide. The price list is to include 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.

12. 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 successful vendor(s) to utilize cleaning products and processes capable of removing all stains and odors. The vendor(s) 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 or minor repairs and pressing.

SCOPE OF WORK

13. CONDITION OF CLOTHING

The vendor(s) are **not** required to sew patches on clothing that contain blood or offensive odors. If the vendor 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.

14. 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 contractor is **not** obligated to give them the contract price.

15. GREEN CLEANING ALTERNATIVES

In support of the Governor's Executive Order 18, GSS has asked vendors to provide pricing for "green" dry cleaning services, which utilize products that are considered by the industry as safer and/or bio-degradable within the environment. Vendors may also offer pricing for industry standard dry cleaning services. There will be no requirement for vendors to offer both services.

Vendors can review the Governor's Executive Order 18 at the following site:

http://governor.delaware.gov/orders/exec_order_18.shtml