



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 12, 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** (Effective March 15, 2013)
CONTRACT NO. GSS13070A-CLOTHING
Clothing & Footwear (BCC)

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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 through January 31, 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.

3. VENDORS

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GSS13070A-CLOTHING
Dover Army Navy Store, Inc.
222 W. Loockerman St.
Dover, DE 19904
PH: 302-736-1959
Email: email@doverarmynavy.com
FSF: 0000024816

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. See associated Pricing Spreadsheet for contract rates.

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. REQUIREMENTS

This contract is a re-bid of the Probation & Parole Uniform portion of GSS12070-CLOTHING, Clothing, Linens & Textiles, Footwear and Scrubs and adds an additional section for Department of Correction, Bureau of Community Corrections.

11. 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.

12. 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.

13. 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.

14. 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>.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. QUALITY OF CLOTHING

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

21. 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.

22. 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.**

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.**

23. 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.

24. 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.

25. 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.

26. PART 1 – SECTION 3 REQUIREMENTS

Probation & Parole Officers

a. Specifications

Item specifications can be found in Appendix B, also used for pricing submission.

Appendix C shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening.

b. 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 Probation & Parole 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.

27. PART 1 – SECTION 11 REQUIREMENTS

Bureau of Community Corrections, Special Teams

a. Specifications

1. Item specifications can be found in Appendix B, also used for pricing submission.
2. Appendix C shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening.

b. Try-On Samples

One sample per item regardless of color.

1. The vendor will be required to furnish try-on samples for semi-annual re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing Bureau of Community Corrections, Special Teams employees.
2. 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.
3. 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.