



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 16, 2013

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

FROM: SHANNON WROBEL
STATE CONTRACT PROCUREMENT OFFICER
302-857-4537

SUBJECT: **AWARD NOTICE – ADDENDUM #3** (Effective May 4, 2017)
CONTRACT NO. GSS13644-BAND_UNIF
BAND UNIFORMS

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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This is not a mandatory use contract under Title 29, Chapter 6911(d) Delaware Code. It is available to every State department and agency within the Executive Branch and Judicial Branch of the State government as well as Delaware State University, Delaware Technical and Community College, and operations funded by Public School Districts.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a two (2) year period from May 4, 2013 through May 3, 2015. Each contract may be renewed for three (3) 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.

Contract has been extended one year, through May 3, 2016.

Contract has been extended one year, through May 3, 2017.

Contract has been extended one year, through May 3, 2018.

3. VENDORS

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DeMoulin Brothers & Company

1025 South 4th Street
Greenville, IL 62246

Purchase order contact:

Barb Moss / Fay Miller

bmoss@demoulin.com / fmiller@demoulin.com

Phone: 800-228-8134

Fax: 618-664-1647

Local Representative:

Vaughn Sawdon

302-656-3952

FSF # 0000022471

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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Standard lead time after receipt of purchase order accompanied by all required information is 100 – 150 days.

Addendum #2: Lead time in days for delivery after receipt of purchase order and all required information will be 100-150 days with the exception of ordered received between the months of March through August. These orders will experience quoted deliveries beyond 150 days due to peak ordering periods and manufacturing capacities. Orders received between the months of March through August will be quoted on a per order basis at the time of order.

Complete uniforms are to be shipped on wishbone style hangers. Hangers are to be hard plastic, not wood. The hangers must be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform must be delivered in its own clear polyethylene bag to prevent soiling.

Bulk orders of uniforms must be delivered in 200 lb. Test cardboard wardrobe containers, opening from the front, and having a metal bar reinforcement at the top with clasp to prevent hangers from disengaging from the metal structure. Each carton will be properly marked on the outside, with identification numbers of the uniforms contained in that specific carton.

When individual uniform components are ordered outside of a bulk shipment, the components are to be packaged so as to ensure the component(s) arrive in acceptable condition.

6. PRICING

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Prices will remain firm for the term of the initial contract. See separate 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

- a) Upon request of ordering agency, vendor is to provide a pre-purchase order exact fabric sample. The standard lead time for such a sample is 5 days.
- b) Upon request by the ordering agency, vendor is to provide a pre-purchase order exact color uniform component(s) sample. The standard lead time for such a sample is 30 days.
- c) Upon Request by the ordering agency, vendor is to provide on-site measuring for uniforms
- d) Each major garment item is to have identification numbers sewn into the individual pieces to allow for quick and easy issuing. Coats, trousers, and blouses are to have woven numerals. Trousers are to include inseam and waist information for future reference; coats shall have chest size and length indicated on a linen ticket. The original order is to include a bound booklet with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information shall include chest size, height, weight, and inseam for each uniform. Bound in the identification record shall be a size chart for use as reference for purchase of future uniforms.
- e) All garments are to be carefully inspected before final packing and shipment. All thread ends to be picked and cut and specifications, trim and details to be critically checked for each individual garment before shipment. Buttons are to be applied and sewn at that time.
- f) All garments are to be constructed as per the Construction and Manufacturing Specifications found in Appendix A, Scope of Work, of the RFP for this contract.

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

Award Notice – Addendum #3

Contract No. GSS13644-BAND_UNIF

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>.