



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 4, 2014

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 – ADDENDUM #1** (Effective August 6, 2014)
CONTRACT NO. GSS14070-CLOTHING
Clothing, Linen & Textiles, Footwear and Scrubs

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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

This contract has been multiple awarded. State Agencies should review all contract documents associated with the award prior to contacting any of the vendors. The award has been split into different sections and not all vendors are awarded all sections. Careful attention should be paid to the Vendor section below and the Pricing Spreadsheet file associated with this award.

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 period from March 1, 2014 through June 30, 2015. 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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Vendor contact information can be found in the Pricing Spreadsheet associated with this contract award. Vendor are only permitted to provides under the section(s) they have been awarded.

GSS14070-CLOTHINGV01 ATD American Co. 135 Greenwood Avenue Wyncote, PA 19095-1396 FSF: 0000017913	GSS14070-CLOTHINGV02 Dover Army-Navy Store, Inc. 222 W. Loockerman Street Dover, DE 19904 FSF: 0000024816
GSS14070-CLOTHINGV03 Galls LLC 1340 Russell Cave Road Lexington, KY 40505 FSF: 0000059781	GSS14070-CLOTHINGV04 Graves Uniforms 102 Savannah Road Lewes, DE 19958 FSF: 0000135967
GSS14070-CLOTHINGV05 Hanover Uniform Company 3501 Marmenco Court Baltimore, MD 21230 FSF: 0000006300	GSS14070-CLOTHINGV06 Harbor Linen LLC 2 Foster Avenue Gibbsboro, NJ 08026 FSF: 0000020248
GSS14070-CLOTHINGV07 Kar Wing Trading Co., Inc. 1923 Frank Stiles ST. South El Monte, CA 91733 FSF: 0000162685	GSS14070-CLOTHINGV08 OD Taragin & Bros., LLC 1400 Aliceanna Street Baltimore, MD 21231 FSF: 0000005841

GSS14070-CLOTHINGV09 RWM Embroidery & More 62 W. Commerce Street Smyrna, DE 19977 FSF: 0000000176	GSS14070-CLOTHINGV10 Saf-Gard Safety Shoe Co. 2701 Patterson Street Greensboro, NC 27407 FSF: 0000032543
GSS14070-CLOTHINGV11 Tabb Textiles Co., Inc. 511 Pleasant Drive Opelika, AL 36801 FSF: 0000001368	GSS14070-CLOTHINGV12 Uniforms Manufacturing, Inc. PO Box 12716 Scottsdale, AZ 85267 FSF: 0000022674

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 contract year. Please refer to the Pricing Spreadsheet document associated with this contract award.

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. REQUIREMENTS

A complete copy of the contract requirements, Scope of Work, can be found in the Request for Proposal document. The following outlines the requirements, by Section, regarding “Fitting/Measuring” for uniforms.

a. Addendum #1, Clarification

Section 14. 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.**

Ordering Agencies should refer to the Pricing Spreadsheet document associated with the award of this contract for specifics on “delivery in days” for each line item. Please note the “delivery in days” notated for each item, is for the item only. Alterations to any apparel; to include, but not limited to: size/fit alterations, silk screen, embroidery, patches, will increase the “delivery in days” timeline for the product.

b. PART 2 – SECTION 1 REQUIREMENTS

Correctional Officer Series

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.

c. **PART 2 – SECTION 2 REQUIREMENTS**
DOC Color Guard Uniforms

One sample per item regardless of color.

1. The vendor will be required to furnish try-on samples for CERT graduating classes and reissues for existing employees. The Department of Correction does not accept measuring as a method for sizing CERT employees.
2. CERT Graduating Classes, 10 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 graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
3. Cadet Classes, more than 10: 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 graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
4. 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 CERT graduating 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.

d. **PART 2 – SECTION 3 REQUIREMENTS**
Probation & Parole Officers

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 reissues 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.

e. **PART 2 – SECTION 4 REQUIREMENTS**

Bureau of Management Services Uniform

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 reissues for existing employees. The Department of Correction does not accept measuring as a method for sizing Bureau of Management Services 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 Bureau of Management Services employees.

5. 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.

f. **PART 2 – SECTION 5 REQUIREMENTS**

K-9 Officer and Security Team

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 reissues 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 Bureau of Management Services employees.

g. **PART 2 – SECTION 6 REQUIREMENTS**

Boot Camp Officer Clothing

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 reissues for existing employees. The Department of Correction does not accept measuring as a method for sizing Bureau of Management Services 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 Bureau of Management Services 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.

h. **PART 2 – SECTION 8 REQUIREMENTS**
BCC Special Teams

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.

i. **PART 3 – SECTION 1 REQUIREMENTS**
Courts

Fitting/Measuring

1. Agency may require employees to be measured. Try-on samples are not required under this section; however, it is the vendor's responsibility to know who the products they bid run (small, large, short, etc.) to ensure the employees are ordering the appropriate sizes.
2. Agency site location with 5 or less employees to be measured: Depending upon the location of the vendor, Agency may send employees to the local store for measuring. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor.
3. Agency site location with more than 5 employees to be measured: Vendor may be asked to travel to the Agency site location to conduct the measurements. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor, with 3-5 working days' notice.

j. **PART 4 – SECTION 1 REQUIREMENTS**
Professional Uniforms For Other Agencies

Fittings/Measuring

1. Agency may require employees to be measured. Try-on samples are not required under this section; however, it is the vendor's responsibility to know who the products they bid run (small, large, short, etc.) to ensure the employees are ordering the appropriate sizes.
2. Agency site location with 5 or less employees to be measured: Depending upon the location of the vendor, Agency may send employees to the local store for measuring. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor.
3. Agency site location with more than 5 employees to be measured: Vendor may be asked to travel to the Agency site location to conduct the measurements. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor, with 3-5 working days' notice.

k. **PART 4 – SECTION 2 REQUIREMENTS**
Work Clothing, Tee Shirts and Rainwear

Fittings/Measuring

1. Agency may require employees to be measured. Try-on samples are not required under this section; however, it is the vendor's responsibility to know who the products they bid run (small, large, short, etc.) to ensure the employees are ordering the appropriate sizes.
2. Agency site location with 5 or less employees to be measured: Depending upon the location of the vendor, Agency may send employees to the local store for measuring. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor.
3. Agency site location with more than 5 employees to be measured: Vendor may be asked to travel to the Agency site location to conduct the measurements. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor, with 3-5 working days' notice.