



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 28, 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 – Addendum #2 (Effective January 1, 2016)**
CONTRACT NO. GSS14479A-FURNITURE
Furniture Components

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OF
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. **This contract is specifically for the use of Delaware Correctional Industries.**

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for two (2) years from January 1, 2014 through December 31, 2015. Each contract may be renewed for two (2) 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.

This contract has been extended one year, through December 31, 2016.

3. VENDORS

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GSS14479A-FURNITUREV01 Leggett and Platt, Inc. /DBA/ Indiana Chair Frame 330 North Greensboro Street Liberty, NC 27298 POC: Jessica Everhart PH: 336-622-0121, Ext. 219 FX: 336-622-4833 EM: Jessica.everhart@leggett.com FSF: 0000023743	GSS14479A-FURNITUREV02 OEI Division - Krueger International, Inc. 1330 Bellevue Street Green Bay, WI 54302 POC: Jeff Tebon / David Tessmer PH: 920-468-2173 / 860-886-0677 FX: 920-468-2633 / 888-796-0790 EM: jeff.tebon@ki.com / david.tessmer@ki.com FSF: 0000022915
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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.

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

The State of Delaware is requesting proposals for furniture component parts that would be purchased solely by Delaware Correctional Industries for use in their furniture manufacturing program. All products offered must be new. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

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. REQUIREMENTS

a. GENERAL

Component parts are request for all above categories for the exclusive use of the Delaware Correctional Industries furniture manufacturing program.

b. APPROVED PRODUCT LINES

A list of product lines currently approved by DCI can be found in Appendix B.

c. PRICES

All prices quoted are net prices for component parts, completed sub-assemblies, or finished parts, including hardware and fasteners for complete assembly and installation by inmate workers within the State of Delaware. Prices shall be FOB destination.

d. PRICE LIST

Price lists, identified by component, are being requested for each product group supplied in the following stages of completion:

- 1) SYSTEMS FURNITURE AND ACCESSORIES –
 - All component parts, finished, unassembled, no fabric
 - Raceway componentry unassembled
 - Overhead Storage component parts, unassembled
- 2) SEATING –
 - All knocked down parts, no foam, no fabric
 - Bidders are to include prices of pre-cut foam and bulk fabric
- 3) DESKS AND TABLES –
 - All component parts, finished, unassembled
- 4) FILE, STORAGE, AND CASE GOODS –
 - All component parts, unassembled
 - All component parts, assembled
- 5) SPECIALTY FURNITURE –
 - All component parts, unassembled
 - All component parts, assembled

e. DELIVERY

The bidder shall furnish a delivery schedule for each type of furniture as to time required for delivery after receipt of order (ARO); to be no greater than 40 days. Delaware Correctional Industries (DCI) must be notified by phone at least forty-eight hours prior to delivery so that necessary arrangements can be made. Only certain delivery hours are available for different levels of secure correctional warehouses. Non-compliance with delivery hours may result in delivery delays, at the vendor's expense.

f. **DISCOUNTS**

Price list submitted with proposal, for items not included in the Core List groupings, shall contain the list price and DCI's discounted purchase price. All bidders must specify in writing that the prices quoted DCI are the absolute lowest prices for the same product being offered to similar customers.

g. **TYPE OF FURNITURE**

Bidders shall specify at the time of bidding whether products are new or used/refurbished. New furniture must be current production, not discontinued items.

In the event items are added to the accepted manufacturer's line during the life of the contract, said additions will be made available to the State at the same discounts offered on the original bid proposal. All lines must be submitted in writing to the State for approval, with a copy of the new catalog and price list.

h. **SAMPLES**

If requested by either the Department of Correction Purchasing Administrator or DCI, the bidder shall furnish a reasonable quantity of samples to complete appropriate tests including quality, suitability, compliance to code and standards, etc. The samples will be submitted at no cost to DCI and the State will not be responsible for any damages to the same which may result.

i. **SUPPORT SERVICES REQUIREMENTS**

1) ENGINEERING SUPPORT AND TRAINING

- Bidder shall have available, at no additional cost to DCI, an engineering staff to support operations in relation to manufacturing layout and ongoing manufacturing operations within the Delaware Department of Correction.
- Bidder shall also have available, at no additional cost to DCI, technical staff to help in the design and fabrication of fixtures and tooling necessary to produce subassemblies and finished products.
- Design and development staff shall be available, at no additional cost to DCI, for any special product applications that DCI's customers shall require.
- Technical support shall be available, at no additional cost to DCI, for consultation with architects, electricians and communications personnel.

2) QUALITY CONTROL

- Bidder shall, at no additional cost to DCI, supply control documents and in-house training to DCI staff and inmates on the quality control procedures required to produce and install both the subassemblies and finished products.

3) SALES AND MARKETING SUPPORT

- Bidder shall, at no additional cost to DCI, provide product literature on all finished products.
- Sales and marketing training shall be on an ongoing basis and will be provided by the bidder, at no additional cost to DCI.
- Bidder shall provide DCI with free product samples to be utilized as a showroom for Sales and Marketing staff.

4) OFFICE DESIGN/CAD SERVICES

- Bidder shall provide space planning training, at no additional cost to DCI.
- Bidder shall utilize a computer bases CAD system for drawing of the workstation layouts and generation of the bill of materials required. All required drawings will be provided at no cost to DCI.
- Bidder shall provide separate bids on providing space planning on an hourly rate. There shall also be a ½ day and full-day rate for on-site visits.

5) PRODUCT INSTALLATION SUPPORT SERVICES

- Installation training must take place at the DCI facility and will consist of at least two days of training per year, at no charge to DCI.
- Bidder must have available installation supervisors that can coordinate all the logistics involved with the successful installation of finished products at sites DCI does not desire to install.

6) TRAINING

- Bidder, at no additional cost to DCI, will be required to submit training outlines and estimated time required to adequately train all DCI staff. All training and support will be supplied on an ongoing basis due to inmate and staff turnover.