



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 15, 2016

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4549

SUBJECT: **AWARD NOTICE –ADDENDUM #4-Effective March 1, 2019**
CONTRACT NO. GSS16479-FURNITURE, Furniture

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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, product category definitions, as well as the Pricing Spreadsheet file associated with this award. State Agencies are encouraged to obtain quotes from vendors awarded the applicable section(s) to ensure they are obtaining the best value.

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 two (2) year period from March 1, 2016 through February 28, 2018. Each contract may be renewed for three (3) 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.

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 sell products under the category(ies) they have been awarded. Refer to the product definitions within this award notice and pricing spreadsheet for more details.

OFFICE FURNITURE	
Brennans Office Interiors, Inc. GSS16479-FURNITUREV01 620 A Street Wilmington, DE 19801 FSF: 0000018468	Corporate Facilities of New Jersey GSS16479-FURNITUREV02 300 N. Market Street, Suite 201 Wilmington, DE 19801 FSF: 0000165147
Corporate Interiors GSS16479-FURNITUREV03 223 Lisa Drive New Castle, DE 19720 FSF: 0000018235	Douron, Inc. GSS16479-FURNITUREV04 10 Painters Mill Road Owings Mills, MD 21117 FSF: 0000029593
GA Blanco & Sons GSS16479-FURNITUREV06 186 Timberlane Bldg. B10 Clarksboro, NJ 08020 FSF: 0000000373	Indiana Furniture GSS16479-FURNITUREV08 1224 Mill Street (PO Box 270) Jasper, IN 47547 FSF: 0000272532
Delaware Correctional Industries 245 McKee Road Dover, DE 19904	GSS16479-FURNITUREV11 FSF: 380409000

*Refer to Pricing
Spreadsheet for
ordering
instructions.*

SYSTEMS	
Brennans Office Interiors, Inc. GSS16479-FURNITUREV01 620 A Street Wilmington, DE 19801 FSF: 0000018468	Corporate Facilities of New Jersey GSS16479-FURNITUREV02 300 N. Market Street, Suite 201 Wilmington, DE 19801 FSF: 0000165147
Corporate Interiors GSS16479-FURNITUREV03 223 Lisa Drive New Castle, DE 19720 FSF: 0000018235	Douron, Inc. GSS16479-FURNITUREV04 10 Painters Mill Road Owings Mills, MD 21117 FSF: 0000029593
GA Blanco & Sons GSS16479-FURNITUREV06 186 Timberlane Bldg. B10 Clarksboro, NJ 08020 FSF: 0000000373	WB Mason GSS16479-FURNITUREV10 113 Interchange Blvd. Newark, DE 19711 FSF: 0000000758
Delaware Correctional Industries GSS16479-FURNITUREV11 245 McKee Road Dover, DE 19904 FSF: 380409000	
SPECIALTY	
Brennans Office Interiors, Inc. GSS16479-FURNITUREV01 620 A Street Wilmington, DE 19801 FSF: 0000018468	Corporate Facilities of New Jersey GSS16479-FURNITUREV02 300 N. Market Street, Suite 201 Wilmington, DE 19801 FSF: 0000165147
Corporate Interiors GSS16479-FURNITUREV03 223 Lisa Drive New Castle, DE 19720 FSF: 0000018235	Douron, Inc. GSS16479-FURNITUREV04 10 Painters Mill Road Owings Mills, MD 21117 FSF: 0000029593
Foliot Furniture GSS16479-FURNITUREV05 721, Roland-Godard Blvd. St-Jerome, Quebec Canada J7Y 4C1 FSF: 0000275652	GA Blanco & Sons GSS16479-FURNITUREV06 186 Timberlane Bldg. B10 Clarksboro, NJ 08020 FSF: 0000000373
American Design Associates, Inc. <i>Previously known as Glover Furniture & Design Group, Inc.</i> GSS16479-FURNITUREV12 9000 Harford Road Baltimore, MD 21234 FSF: 0000000968	ISE, dba Workrite Ergonomics Canada GSS16479-FURNITUREV09 950 Warden Avenue Toronto, ON M1L4E3 Canada FSF: 0000273791
WB Mason GSS16479-FURNITUREV10 113 Interchange Blvd. Newark, DE 19711 FSF: 0000000758	Delaware Correctional Industries GSS16479-FURNITUREV11 245 McKee Road Dover, DE 19904 FSF: 380409000

Delaware Correctional Industries (DCI) has been added to the vendor listing in accordance with Title 29, Chapter 6904 (b) which allows one State Agency to sell to other State Agencies. DCI is authorized to sell Furniture products they assemble from the components purchased from the DCI Components portion of this contract to other State Agencies.

Delaware Correctional Industries (DCI) also has the ability to make custom furniture out of wood, metal, and/or concrete.

4. **SHIPPING TERMS**

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

5. **ADDENDUM HISTORY**

1. Addendum #1 adds Delaware Correctional Industries to contract as vendor.
2. Addendum #2 updates ISE to reflect consolidation under Workrite Ergonomics Canada.
3. Addendum#3 extends the contract through February 28, 2019 for all vendors.
4. **Addendum#4 extends the contract through February 29, 2020. The Addendum transitions Glover Furniture & Design Group, Inc. to American Design Associates, Inc., and adds catalog hyperlinks.**

6. **DELIVERY**

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The Vendor shall be responsible for all delivery, unloading, staging, and storage of furniture, and, equipment.

Unless otherwise noted on a Purchase Order the Vendor must comply with the following delivery requirements:

- a. Vendor must be able to offer the following delivery methods. Please note that Vendors are required to notify the ordering agency at least seven (7) working days prior to delivery. The Vendor shall not proceed with delivery and installation until he has express, written approval from the ordering agency to do so.
 1. Drop Ship – Products will be delivered by a common carrier to a dock.
 2. Delivery & Installation – Products will be delivered, unloaded, and assembled according to design plan and to a move-in ready condition. Product must be fully assembled and in the location designated by the Design Plan or Purchasing Entity and ready for use. Installation costs for furniture are to be taken into consideration when determining your discount offering for “delivered & installed” orders.
- b. Delivery of goods shall be made to any location specified on the purchase order. This could include multiple delivery locations on one purchase order.
- c. Under no circumstances will ordering agency personnel assist with unloading product.

- d. Emergency or rush deliveries request by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's expense, but only with prior written approval from the ordering agency. Approved emergency or rush shipping charges shall be added to an invoice as a separate line item.
- e. In the event emergency or rush delivery is required as the result of an error on the Vendor's part all shipping and handling charges shall be the responsibility of the Vendor.
- f. Delivery must be completed within ninety (90) days after receipt of order. Bids listing delivery in excess of ninety (90) days will not be considered responsive.
- g. All deliveries and installation work shall be performed during regular working hours - 8:00 a.m. to 4:30 p.m. Monday through Friday. Changes thereto may be granted with written approval of the Agency. Any work required after regular working hours or on Saturdays, Sundays, or legal holidays, as may be reasonably required consistent with contractual obligations, shall be done at no additional cost to the State. The vendor shall obtain approval from the Agency for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.
- h. **Ordering Agency will notify vendor at time of order, if there are any Agency specific clearance requirements. Due to locations purpose, background check may be required prior to delivery for all personnel involved in the delivery and/or installation of an order.**

7. **PRICING**

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Prices will remain firm for the term of the contract year. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract.** Discount Offerings for each vendor can be found in the pricing spreadsheet document associated with this contract award. Catalog documents can be found in zip folders, as well as via hyperlink in the Pricing Spreadsheet.

ADDITIONAL TERMS AND CONDITIONS

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8. **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.

9. **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.

10. **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.

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16479-FURNITURE on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

13. 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.

14. 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.

15. 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.

16. 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.

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- 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>.