



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

August 30, 2018

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

FROM: MARIA BAGLEY  
STATE CONTRACT PROCUREMENT OFFICER II  
302-857-4583

SUBJECT: **AWARD NOTICE – Effective September 1, 2018**  
**CONTRACT NO. GSS18071-CUSTOM\_UNFRM**  
**Custom Uniforms**

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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 for a one (1) year period from September 1, 2018 through August 31, 2019. 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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#### **GSS18071-CUSTOM\_UNFRMV01**

#### **Galls, LLC**

1340 Russell Cave Road  
Lexington, KY 40505  
Contact: Michael Bucks  
Phone: 800-272-7337 ext. 397  
Fax: 610-478-8989  
Email: [rtutbucks@aol.com](mailto:rtutbucks@aol.com)  
FSF#: 0000059781

### 4. DELIVERY AND PICKUP

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Delivery of uniforms to the Agency; not delivered personally by the awarded vendor, must be sent via UPS or other traceable method at no cost to the Ordering Agency. For orders shipped through a delivery service, the Vendor is to notify the Ordering Agency via email when the order has been shipped, estimated delivery date, and tracking number for the order.

The State requires that the vendor pack each individual employee's entire uniform together and ship when it is a complete order (example: all shirts and trousers will be packed in the same box, bag, etc. to the extent possible).

Vendor must provide delivery within the timeline identified in the Pricing Spreadsheet.

### 5. SHIPPING TERMS

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

## 6. PRICING

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Prices will remain firm for the term of the contract year.  
Pricing for all apparel items can be found on the 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.

## 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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18071-CUSTOM\_UNFRM on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **11. GENERAL REQUIREMENTS**

### **A. FITTINGS**

All uniform garments shall be custom made to the measurements taken of the individual. All measurements shall be taken in the presence of an official designated by the Quartermaster. This official shall also present at the try-on in the baste, shall approve alterations and acceptance of the finished product. Measurements shall be recorded and one copy shall be retained by the Agency representative. Acceptance or rejection of the garments shall be at the discretion of the above designated official. One try-on in the baste is required and one alteration is permitted. If the uniform is judged to be unacceptable after one alteration, it will be rejected and a new garment shall be produced. A rejected uniform may not be accepted after one alteration for any other individual.

### **B. CUSTOMER SERVICE**

a) The Supplier should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred). Vendor is responsible to provide immediate notification of any changes in Customer Service contact information to the Government Support Services Contract Officer overseeing the contract.

b) The Supplier shall provide an escalation tree for problem resolution. Escalation tree shall include, at a minimum, contact name and title, phone number, and email address.

### **C. QUARTERLY MEETINGS**

Both the State and the Supplier will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

### **D. ORDER CANCELLATIONS - RECRUITS**

Due to the custom nature of the garments, cancellations may not be made after 72 hours of order placement.

Agencies are required to notify Vendor within 48 hours of discovery of recruit resignation or termination to cancel uniform order. Vendor must cancel order without charge to the Agency for all items unless they are in production. Vendor will pro-rate invoice for any items in production at the time of order cancellation.

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.

## **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**

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>.