



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware
Clothing, Footwear and Scrubs
Request for Proposal
Contract No. GSS GSS15070-CLOTHING

March 2, 2015

**- Deadline to Respond -
Tuesday, April 21, 2015
1:00 PM (Local Time)**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: March 2, 2015

CONTRACT NO. GSS15070-CLOTHING

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Clothing, Footwear and Scrubs. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS15070-CLOTHING

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
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 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
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 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 – Office of Supplier Diversity Certification Application
 - k. Attachment 11 – Proposal Reply Requirements
 - l. Appendix A – Scope of Work Details
 - m. Appendix B – DOC Uniform Specs
 - n. Appendix C – Samples: Patches, Badges, Silk Screen, Embroidery, etc.
 - o. Appendix D – Item Specifications & Pricing Tabs

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by 1PM (Local Time) Tuesday, April 21, 2015 to be considered.

Proposals must be mailed to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Courtney McCarty at 302-857-4557 or email Courtney.mccarty@state.de.us.

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for Clothing, Footwear and Scrubs. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to meet the Clothing, Footwear and Scrubs needs of the State.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the Clothing, Footwear and Scrubs requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

3. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. COOPERATIVE USE OF AWARD

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

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5. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

6. CONTRACT PERIOD

Each Vendor's contract shall be valid for a one year period from July 1, 2015 through June 30, 2016. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Monday, March 2, 2015
Written Questions Due No Later Than (NLT)	4:30PM Local Time, Friday, March 13, 2015
Written Answers Due/Posted to Website NLT	Friday, March 20, 2015
Proposals Due NLT	1:00PM Local Time, Tuesday, April 21, 2015
Public Proposal Opening	1:00PM Local Time, Tuesday, April 21, 2015
Proposal Evaluation/Presentations	As required
Vendor Best & Final Discussions	As required
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by 4:30PM Local Time, Friday, March 13, 2015. All questions will be answered in writing by March 20, 2015 and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Courtney McCarty
State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
or
Courtney.mccarty@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Clothing, Footwear and Scrubs as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A & Appendix B. Appendix C, made part of this RFP, shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening. Appendix D, also made part of this RFP, lists the item specifications and is also used for vendor pricing submission. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix D.

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III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

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F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

L. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two paper copies and one electronic copy on CD/DVD or other electronic file media device. One of the paper copies shall be marked "Master Copy" and will contain **original signatures** in all locations requiring a vendor signature. The remaining copies do not require original signatures. CD/DVD or other electronic file media device must also contain the completed Appendix B Excel sheets, in Excel format.

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All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM (Local Time) on Tuesday, April 21, 2015. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: GSS15070-CLOTHING**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through July 20, 2015. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Q. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

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R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

Exceptions must be submitted utilizing Attachment 3 to be considered. Exceptions listed elsewhere in the Vendor's proposal will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

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X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for “matching.” If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. CONFIDENTIALITY

All documents submitted as part of the vendor’s proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor’s information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware’s records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled “Proprietary Information” with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

AA. ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Certification Application
- Attachment 11 – Proposal Reply Requirements
- Appendix A – Scope of Work Details
- Appendix B – DOC Uniform Specs
- Appendix C – Samples: Patches, Badges, Silk Screen, Embroidery, etc.
- Appendix D – Item Specifications & Pricing Tabs

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

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100 Enterprise Place, Suite 4
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All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

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B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Government Support Services shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
 - b. The vendor's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the vendor is qualified legally to contract with the State;
 - e. Whether the vendor supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria:
 - Ability to select an alternative supplier based on agency budget constraints.
 - Vendor ability to meet all contract requirements.

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Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Brief history of the organizations, including accreditation status, if applicable.
- Applicant’s experience, if any, providing similar services. At least three references are required (See § 22 – Special Provisions).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years.
- Describe the methodology/approach used for this project including details of required service and turnaround time.

E. CRITERIA AND SCORING

	EVALUATION CRITERIA	POINTS
1.	Vendor Qualification - The qualifications and previous experience with similar contracts of this size (include government as well as private sector contracts). The background, experience, resources, reputation, years in business, and references.	30
2.	Service & Support – To include Customer Service and Past Performance. The ability to meet delivery requirements within time frame specified, and the understanding of problems that may occur; and how you plan to meet them. This also includes the stability of workforce. Do you have adequate number of employees?	50
3.	Samples - Quality of samples submitted. (Score based on quantity required/quantity approved.)	20
4.	Ability - To meet the needs outlined in each tab bid. (Comparison of items requested versus items bid.)	20
5.	Pricing - The price proposal/pricing structure or total proposed cost.	80
	TOTAL SCORE	200

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal’s response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

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G. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

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GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

RFP: Request for Proposal.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

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3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

7. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

8. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

9. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

10. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

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11. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

12. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

13. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

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2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

14. PRICES

Prices and/or rates shall remain firm for the initial one year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

15. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

16. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

17. SHIPPING TERMS

FOB Destination, freight prepaid.

18. ELECTRONIC CATALOG

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

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By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

19. INDEPENDENT CONTRACTORS

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

20. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

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21. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

22. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

b. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

or

c. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,

or

d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,

and

f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

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Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware
Government Support Services
Contract # GSS15070-CLOTHING
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Note: The State of Delaware shall not be named as an additional insured.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

23. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778.

<http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

24. INDEMNIFICATION

- a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- b. **Proprietary Rights Indemnification:** Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

25. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the 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 Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

26. FORCE MAJEURE

Neither the vendor 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.

27. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

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28. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

29. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any Vendor on an existing central contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

30. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to vendorusage@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification,

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Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

31. ORDERING PROCEDURE

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

32. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15070-CLOTHING on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

33. BILLING

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

34. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

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- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

35. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

36. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

37. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7, and are subject the approval and acceptance of Government Support Services.

38. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

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39. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

- a. Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

40. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

41. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014, the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

42. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

43. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

44. PREVAILING WAGE

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

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45. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience**: The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

46. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

- a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

47. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

48. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

49. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

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50. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

51. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

52. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

53. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

54. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

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55. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

56. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

57. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

58. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor or reseller shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

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59. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- 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>.

60. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

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61. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

62. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

63. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

64. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

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2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide Government Support Services of the gross costs associated with this contract.

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VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS15070-CLOTHING

Clothing, Footwear and Scrubs

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by 1:00PM (Local Time) Tuesday, April 21, 2015 at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

NO PROPOSAL REPLY FORM

Contract No.: **GSS15070-CLOTHING**

Contract Title: **Clothing, Footwear and Scrubs**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

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Attachment 2

CONTRACT NO.: **GSS15070-CLOTHING** TITLE: **Clothing, Footwear and Scrubs**
DEADLINE TO RESPOND: **1:00PM Local Time, Tuesday, April 21, 2015**

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
LICENSE NUMBER _____

FEDERAL E.I. NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Government Support Services

Attachment 3

Contract No.: **GSS15070-CLOTHING**
Contract Title: **Clothing, Footwear and Scrubs**

EXCEPTIONS FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

For GSS15070-CLOTHING, this form is not to be used for product substitutions.

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Attachment 4

Contract No.: **GSS15070-CLOTHING**
Contract Title: **Clothing, Footwear and Scrubs**

COMPANY PROFILE & CAPABILITIES FORM

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Please outline your process for following up with Manufacturers once an order has been placed to verify prompt shipment or notification of backorders. Outline your procedures for processing orders: from receipt of order through delivery to ordering agency. How many staff members are responsible for order management?

2.	For vendors bidding on Part 4: Are you able to offer the following services? <ul style="list-style-type: none">• Silk Screen (If yes, in-house or out-sourced?)• Embroidery (If yes, in-house or out-sourced?)• Application of provided (if not bidding on 1-1) patches (If yes, in-house or out-sourced?)• Minor alterations; such as hemming (If yes, in-house or out-sourced?)• For all in-house responses, identify the number of staff members assigned to fulfill orders and plan to handle an increase in demand.

3.	For vendors bidding on Part 7: Are you able to provide a full range of footwear products to meet the State's varying need? Does your price submission support your response below?

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Attachment 6

Contract No.: **GSS15070-CLOTHING**
Contract Title: **Clothing, Footwear and Scrubs**

BUSINESS REFERENCES FORM

List a minimum of three business references, of a similar size and scope, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please **do not list any State Employee** as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 7

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS15070-CLOTHING	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor

STATE OF DELAWARE
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Attachment 9

State of Delaware																				
Subcontracting (2nd tier) Quarterly Report																				
Prime Name:						Report Start Date:														
Contract Name/Number						Report End Date:														
Contact Name:						Today's Date:														
Contact Phone:						*Minimum Required			Requested detail											
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name*	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontrac tor UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Number	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d			

SAMPLE

Note: A copy of the current 2nd Tier Usage Report will be sent by electronic mail to the Awarded Vendor

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

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Attachment 11

PROPOSAL REPLY REQUIREMENTS

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.
2. Table of Contents
3. Short Description of Company History
4. Detailed response to the RFP, including Scope of Work, and Appendices. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the vendor proposal. Include catalogs or links, if that is what is asked for.
5. Three years of Financial reporting.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

6. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
7. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
8. One (1) completed Profile and Capabilities Form (Attachment 4)
9. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
10. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
11. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.
12. One (1) complete OSD Application (see link on Attachment 10) – optional, only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. **Two** paper copies of the vendor proposal paperwork.

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2. **One** electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. The RFP response, excluding the Pricing Spreadsheet, is to be saved in PDF format. The Pricing Spreadsheet file is to be saved in Excel format.

SAMPLES

Samples are to be submitted in a separate and clearly marked package from proposal response, on or before the date and time of the bid opening. Samples submitted by a third party supplier for a responding vendor must adhere to the sample labeling requirements.

Anyone not bidding on the exact manufacturer and style number shall submit samples of the garments as part of the bid response. The sample garments must meet or exceed the minimum specifications. Therefore, samples submitted must be of the same material, quality, style, construction, workmanship and finish as those proposed to be furnished. Samples must be supplied without cost to the State of Delaware, if bidder is successful and his bid items are accepted, those samples will be retained for the term of the contract to assure delivered goods are in compliance with the specifications.

The samples to be submitted will include one of each of the specified items in the Request for Proposal (RFP). Each sample must carry a tag listing the name of the bidder, item number (Part, Section, Item #) in the RFP and the size. It should be clearly understood that the bid samples will be used to determine the quality of workmanship and conformance to the specifications. Therefore, the State of Delaware reserves the right to open seams, or linings, to gain access to inner construction and also reserves the right to reject any bidder whose samples do not meet specifications. Any determination by the State of Delaware as to whether a bidder's bid samples meet or do not meet specifications shall be final.

Failure to provide bid samples with the bid shall be sufficient cause for rejection of the bid for that line item. The bid samples must meet or exceed specifications.

Vendors bidding on an alternative brand that do not submit samples will be rejected for that item(s).

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APPENDIX A
SCOPE OF WORK
GSS15070-CLOTHING
Clothing, Footwear and Scrubs

A. GENERAL REQUIREMENTS

Vendors are not required to bid all sections in order to be considered. Please note that some sections require vendors to bid all items within the section in order to be considered for that section. Carefully read the entire Scope of Work and Appendices for full requirements.

1. Appendix C

Appendix C shows sample pictures of some of the patches, emblems, badges and insignias as well as embroidery and silk screening that may be needed during the contract term.

2. Appendix D

Appendix D outlines the Clothing, Linen & Textiles, Footwear and Scrubs requirements. Appendix D is broken out into numerous tabs separating the Agency requirements and outlines the already approved brands. This Appendix is also utilized for vendors to submit their pricing. Items may be added or deleted from the Sections during the term of the contract to meet the changing clothing needs of the State. Vendors are also asked to offer the State a discount (catalog, online) for those clothing items purchased through the contract not specifically listed in Appendix D. Vendors are to bid products based on the size breakdowns provided in Appendix D. Vendors are asked to identify if additional sizes and/or colors are available for each line item. Additional sizes and/or colors will be priced by quote, as needed.

Vendors are to note that some tabs require vendors to bid all items within the tab in order to be considered while other tabs allow vendors to bid some, but not all items within the tab in order to be considered.

3. Specifications

Vendors are to bid items as specified. Any changes to the specifications, i.e. description, quantity, sizing, color, packaging, etc., shall render your bid for that item non-responsive. Items shall be bid as requested. If you cannot provide the item requested, submit a no bid. **Do not change the description.**

The specifications are used to establish the minimum acceptable standards for items the State of Delaware intends to purchase. Styling, design and color selection availability is essential to this contract. The approved brand is intended to establish the minimum level of quality, design or composition for items that will be acceptable by the State of Delaware. Bids based on manufacturers other than specified in the Request for Proposal (RFP), must be clearly identified as such, and bidders must include detailed fabric and feature/construction specifications for each article with the bid. In the event that an apparent low bidder proposes an alternate, the burden of proof to demonstrate equivalency by samples, technical specifications and by a presentation.

The State of Delaware shall be the sole judge as to whether or not items submitted meet specifications and whether or not items being bid are equal. Failure of the delivered uniforms to be of the same quality of the approved sample shall completely release the State of Delaware from any or all contractual obligations to the successful vendor, his agents.

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Failure of the completed order to meet specifications or is proven not to be of equal quality as the sample shall release the agency from any and all obligations to the vendor, his agents, or his dealers, and shall enable the agency to place another order with whosoever the agency pleases, without obligation or restrictions to the manner of purchasing.

Item specifications can be found in Appendix D, also used for pricing submission. The workbook is formatted to allow only 2 decimal place pricing. Do not change the format of the workbook.

4. Samples

Samples are to be submitted in a separate and clearly marked package from proposal response, on or before the date and time of the bid opening. Samples submitted by a third party supplier for a responding vendor must adhere to the sample labeling requirements.

Anyone not bidding on the exact manufacturer and style number shall submit samples of the garments as part of the bid response. The sample garments must meet or exceed the minimum specifications. Therefore, samples submitted must be of the same material, quality, style, construction, workmanship and finish as those proposed to be furnished. Samples must be supplied without cost to the State of Delaware, if bidder is successful and his bid items are accepted, those samples will be retained for the term of the contract to assure delivered goods are in compliance with the specifications.

The samples to be submitted will include one of each of the specified items in the Request for Proposal (RFP). Each sample must carry a tag listing the name of the bidder, item number (Part, Section, Item #) in the RFP and the size. It should be clearly understood that the bid samples will be used for two purposes including (1) determining the quality of workmanship and conformance to the specifications, and (2) to determine the lowest qualified bidder meeting specifications. Therefore, the State of Delaware reserves the right to open seams, or linings, to gain access to inner construction and also reserves the right to reject any bidder whose samples does not meet specifications. Any determination by the State of Delaware as to whether a bidder's bid samples meet or do not meet specifications shall be final.

Failure to provide bid samples with the bid shall be sufficient cause for rejection of the bid for that line item. The bid samples must meet or exceed specifications.

Vendors bidding on an alternative brand that do not submit samples will be rejected for that item(s).

**All samples should be sent to:
State of Delaware, Government Support Services
Contracting Section, GSS15070-CLOTHING
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

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B. CUSTOMER SERVICE/QUALITY CONTROL

1. Active Agency vs. Passive Agency

An active agency is defined as one who gives the vendor a list of items, colors, size and quantities to be inventoried and which will be purchased within a specific period of time. The purpose of being an active agency is to ensure product availability and to reduce the delivery time. An active agency may also be defined as one who gives the vendor advanced notice that his/her agency will be placing an order to facilitate a seasonal change or to uniform a graduating class.

A passive agency is defined as one who has NOT communicated to the vendor of his/her intent to purchase items covered by this contract but still wishes to place an order when the need to do so occurs.

2. Fit

Vendor must fit employee and guarantee the clothing delivered is the correct size as measured/fitted. Vendor is not liable for any weight fluctuations between fitting and delivery.

3. Quality of Clothing

Vendors are hereby informed that clothing shall be first quality, no irregulars.

4. Measurements/Alterations/Tailoring

The cost of measurements, alterations and custom fittings shall be included in the quoted price for each applicable item. The time and date for custom fittings shall be at the convenience of the agency(s).

The successful vendors shall have on the premises tailoring and sewing equipment and skilled tailoring personnel to make quick, expert alterations and to take measurements. The successful vendor shall also have a tailor on duty that shall visit each agency to take measurements (including cadet classes), and make alterations.

When using samples for measuring and alteration purposes, the sample must be the exact style that is to be ordered.

Tailor shall visit the agency, at an agreed upon date, time and location, within 3 to 5 days after notification.

5. Large Uniform Replacements

For large uniform replacements the State Agency will contact the vendor to set up a meeting to discuss logistics. A meeting will be held prior to fittings/measurements to discuss uniform specifics (approved uniform items), schedule for fittings/measurements, timing for order processing approval, estimated delivery timeline based on replacement size, and follow-up meeting schedule. A follow-up meeting will be held once all fittings/measurements are completed to go over any questions on individual orders. Once the order has been approved, in writing, by the State Agency the vendor will communicate, in writing as appropriate, with the Agency as to the status of the order.

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6. 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 agency. **Delivery for all clothing items SHALL be within the timeframe outlined in the pricing spreadsheet as “Delivery in Days”. It should be noted, “delivery in days” notated for each item, is for the item only unless the description includes embellishments (silk screen, embroidery, patches). 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.**

CORRECTIONAL OFFICER SERIES UNIFORM (Part 2 – Section 1) – Standard size items **SHALL** be delivered within thirty (30) business days. All other items are to be delivered within sixty (60) calendar days. A penalty of \$1.00 per day per item will be charged after sixty (60) calendar days, if the delay is the fault of the vendor. This charge and collection shall be done by the individual agency, upon approval of Government Support Services, with written documentation from vendor meeting(s) as support. Deductions can be made from any outstanding invoices. The only exception to this charge is if the vendor provides written documentation of notice to the Purchasing Administrator 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.**

7. Back Order

It is the responsibility of the vendor to notify the ordering agency, in writing, immediately upon notification from the Manufacturer that an item is on back order. The vendor shall state the reason for the back order and the date the agency can expect delivery. After receiving this information the agency will make the determination to wait for the item or cancel it.

8. Packaging

All deliveries shall be packaged individually and the package shall be clearly marked on the outside with the purchase order number. The packing list shall include detailed information i.e.; customer name and sizes enclosed as needed in accordance with the purchase order to facilitate inspection and distribution of the product at destination. Additional request regarding packaging shall be negotiated between the ordering agency and the vendor.

9. Inspection

Upon delivery, the item(s) shall be inspected by an authorized representative from the respective agency, and if found to be defective or failing in any way to meet the specifications as indicated, it may be rejected.

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10. Return Material Authorization

Each ordering agency may return non-conforming material stock or special to the successful bidder at no charge to that agency. Immediate replacement is expected if required by that agency. No restocking charge is authorized for material returned to the successful bidder under non-conforming conditions. Any agency returning stock or special materials to the successful bidder due to the requirement changes may be liable for a (not to exceed) 15% restocking charge.

11. Invoice

All invoices submitted shall be indexed by employee and cost itemized in the following format:

- a. Item description (Manufacturer Name & Item #)
- b. Quantity
- c. Unit price of item(s)
- d. Cost of sewing on buttons, stripes, patches and emblems (if applicable) i.e.
Buttons - \$.85
½" nylatwist braid trouser strip - \$6.75
Patch - \$1.00 etc.
- e. Total cost per item
- f. Total cost of the entire order

Any invoice not submitted in the above format will be returned.

12. Catalogs

The successful vendor(s) are required to make available upon request catalogs consisting of all offered items. The catalog shall include complete list of sizes and all colors available and a detailed description of each item sufficient for ordering purposes. Catalogs should be ready and available upon agency request.

The successful vendor(s) are required to offer the State of Delaware a percentage off their standard clothing catalog for those items **not listed** in Appendix B. This percentage shall remain firm for the term of the contract. The vendor(s) is to also offer a percentage off of on-line pricing. Vendor shall ensure that the State of Delaware is afforded the same opportunity as the general public for special/promotional pricing offered on the Internet.

13. Electronic Catalog Service & Training

The awarded vendor may elect to offer on-line catalog ordering service. Access to this service must allow state agencies to purchase any item listed in the vendors standard supply catalog at the applicable contract price. The vendor shall provide end user training when requested by the agency. This training may be on an individual or group basis.

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C. PART 1 – SECTION 1 REQUIREMENTS

Patches, Emblems, Badges and Insignias

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

Appendix C shows sample pictures of some of the patches, emblems, badges and insignias as well as embroidery and silk screening that may be requested during the contract period.

2. Samples

Samples shall be submitted on or before bid opening. The samples do not have to be the exact badge or patch that will be manufactured. However, the sample must be made of the same material and basic design, so that we may make a fair judgment as to the quality of the product. Failure to provide required item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

3. Other

No badges, patches, or insignia that is unique to any State Agency, Division, Section, School District, Political Subdivision, or Volunteer Fire Department may be sold to the general public.

D. PART 1 – SECTION 2 REQUIREMENTS

Embroidery, Silk Screen, Alterations

1. Specifications

Specifications can be found in Appendix D, also used for pricing submission. DOC requirements for embroidery and silk screen can be found in the respective tabs. Requirements in this section regarding minimums do apply to all tabs.

E. PART 2 – SECTION 1 REQUIREMENTS

Correctional Officer Series

Refer to Appendix B.

F. PART 2 – SECTION 2 REQUIREMENTS

DOC Color Guard Uniforms

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

Appendix C shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening.

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2. Bidding

Vendors bidding on the uniforms for the Department of Correction Color Guard Uniform Series shall bid on the ***entire section*** or the bid shall be considered non-responsive and rejected.

3. Try-On Samples

One sample per item regardless of color.

- a. The vendor will be required to furnish try-on samples for CERT graduating classes and re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing CERT employees.
- b. 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.
- c. 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.
- d. DOC requires that the vendor pack each individual employee's entire Color Guard 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).

4. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

G. PART 2 – SECTION 3 REQUIREMENTS

Probation & Parole Officers

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

Appendix C shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening.

2. Bidding

Vendors bidding on the uniforms for the Department of Correction Probation & Parole Officer Series shall bid on the ***entire section*** or the bid shall be considered non-responsive and rejected.

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3. Try-On Samples

One sample per item regardless of color.

- a. 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 Probation & Parole employees.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

4. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

H. PART 2 – SECTION 4 REQUIREMENTS

BOP Food Service & Maintenance Services Uniform

Refer to Appendix B.

I. PART 2 – SECTION 5 REQUIREMENTS

K-9 Officer and Security Team

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

Appendix C shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening.

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2. Bidding

Vendors bidding on the uniforms for the Department of Correction K-9 Officer and Security Team Uniform Series shall bid on the **entire section** or the bid shall be considered non-responsive and rejected.

3. Try-On Samples

One sample per item regardless of color.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

4. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

J. PART 2 – SECTION 8 REQUIREMENTS

BCC Special Teams

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

Appendix C shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening.

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2. Bidding

Vendors bidding on the uniforms for the Bureau of Community Corrections, Special Teams Series shall bid on the ***entire section*** or the bid shall be considered non-responsive and rejected.

3. Try-On Samples

One sample per item regardless of color.

- a. 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.
- b. 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.
- c. 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.

K. PART 2 – SECTION 9 REQUIREMENTS

DOC Inmate Clothing & Footwear

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

2. Samples

A sample must be supplied for each and every item. Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The samples will be retained by the Department of Correction for evaluation and product verification upon delivery. The sample shall be submitted on or before the bid opening date and time. Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s).

5. Discount

In addition to best pricing for each line item the Department is looking for an additional discount for all items purchased in large quantities.

L. PART 3 – SECTION 1 REQUIREMENTS

Courts

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

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2. Bidding

Vendors bidding on the uniforms for the Court section shall bid on the **entire section** or the bid shall be considered non-responsive and rejected.

3. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

4. Fitting/Measuring

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.

- a. 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.
- b. 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.

M. PART 4 – SECTION 1 REQUIREMENTS

Professional Uniforms For Other Agencies

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

Appendix C shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening.

2. Bidding

Vendors bidding on the uniforms for the Professional Uniforms **are not required** to bid on the entire section in order for the bid to be considered. All prices are to include the cost of any minor alterations necessary. Price is not to include patches, silk screen or embroidery.

3. Certification Labels

Each garment will have sewn in, an individual label which states that the garment is guaranteed to meet the specifications outlined in the Request for Proposal (RFP).

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4. Stock

The vendor is to maintain in stock, sizes for customers to try on, including those utilized by the Delaware State Police civilian females (to include blouses). In addition, vendor is required to have an adequate supply and inventory that historically have a long lead-time.

The vendor shall also indicate in the Bid Quotation Reply Section what items are stock and what items are non-stock.

5. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

6. Fittings/Measuring

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.

- c. 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.
- d. 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.

N. PART 4 – SECTION 2 REQUIREMENTS

Work Clothing, Tee Shirts and Rainwear

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

Appendix C shows sample pictures of the requested patches, emblems, badges and insignias as well as embroidery and silk screening.

2. Bidding

Vendors bidding on the uniforms for the Work Clothing, Tee Shirts and Rainwear section **are not required** to bid on the entire section in order for the bid to be considered. All prices are to include the cost of any minor alterations necessary. Price is not to include patches, silk screen or embroidery.

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3. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

4. Fittings/Measuring

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.

- a. 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.
- b. 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.

O. PART 5 – SECTION 1 REQUIREMENTS

DHSS Clothing and Footwear

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

2. Bidding

Only one price per item will be accepted. Multi-bracket pricing will be disallowed.

3. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

4. Delivery

Delivery is required within thirty (30) days after receipt of order.

P. PART 6 – SECTION 1 REQUIREMENTS

DSCYF Clothing and Footwear

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

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2. Bidding

Only one price per item will be accepted. Multi-bracket pricing will be disallowed.

3. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

4. Delivery

Delivery is required within thirty (30) days after receipt of order.

Q. PART 7 – SECTION 1 REQUIREMENTS

Footwear

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

2. Samples

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

3. Fittings/Measuring

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 how the products they bid run (wide, narrow, short, etc.) to ensure the employees are ordering the appropriate sizes.

- a. 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.
- b. 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 (DOC will require vendor to travel to each location for annual footwear replacements.). Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor, with 3-5 working days' notice.

R. PART 8 – SECTION 1 REQUIREMENTS

Scrubs

1. Specifications

Item specifications can be found in Appendix D, also used for pricing submission.

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2. **Bidding**

Vendors bidding on Scrubs shall provide items in an array of colors and prints.

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APPENDIX B
DOC UNIFORM SPECS
GSS15070-CLOTHING
Clothing, Footwear and Scrubs

A. OVERVIEW

The Department of Correction is in the process of updating their Correctional Officer Series uniform. As a result, you will find Part 2 – Section 1 listed twice in Appendix D. The Department anticipates the roll out of the new uniform to take approximately 4 months from the award of this solicitation. To meet the need for uniforms prior to fulfillment of the new uniform, the existing uniform is included in the solicitation for phase out purposes. The Department anticipates the uniform transition to be complete no later than December 31, 2015.

No complete uniforms, badges, patches, or insignia that is unique to any State Agency, Division, Section, School District, Political Subdivision, or Volunteer Fire Department may be sold to the general public.

B. BIDDING

Vendors bidding on the uniforms for the Department of Correction Correctional Officer Series shall bid on the *entire section* or the bid shall be considered non-responsive and rejected.

C. SAMPLES

Failure to provide required or alternate item samples with the bid shall result in the rejection of the item(s). Samples shall be furnished free of charge, clearly marked with the item number (part, section, item #) stated in the RFP and the name of the bidder. The sample shall be submitted on or before the bid opening date and time.

D. FINANCIAL STATUS

Vendor must be prepared to show financial ability to handle a contract of this size and if requested, submit a list of names and addresses of customers who have purchased uniforms in large quantities similar to the State of Delaware.

E. SALES REPRESENTATION

The successful vendor is expected to have full sales representation throughout the State and to be available to make regular and timely visits to each DOC location, as required.

F. START UP

Not more than 120 days following the award of contract the successful bidder must maintain sufficient stock to service the Department of Correction.

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G. INVENTORY REQUIREMENT

The vendor is expected to maintain a level of sufficient inventory adequate to satisfactorily service each account. If at the end of the contract period a new vendor successfully receives the contract award the successful bidder shall purchase the remaining garments on hand with the current contract holder. Provided that those garments are of acceptable quality and meet twenty (20) percent of the quantity sold during the final year of the current contract. The prices for such purchases shall not exceed the invoice price of the garments at wholesale. The current contract holder may at his/her discretion decide to keep his inventory and not sell it to the next successful vendor.

H. 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.

I. PRODUCT SPECIFICATIONS

1. Class A Dress Coat

- a) Approved Brand:
 - 1) Female: Flying Cross #38833, or approved equal.
 - 2) Male: Flying Cross #38800, or approved equal.
- b) Weave: serge

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- c) Weight: 11-11.5 oz.
- d) Fiber Content: 100% VISA System 3 Polyester
- e) Color: Navy
- f) Specifications: Fully lined single-breasted jacket with 4-button front and notched lapels. Form-flattering fit with shoulder pads and coat front enhancements. 2 box-pleated breast pockets with scalloped flaps. 2 lower simulated pockets with scalloped flaps. Back center vent design. Badge tab. Cross-stitched shoulder straps, inside breast pocket, and lined sweat shields. Stain release. Advanced moisture management.
- g) Enhancement: Add 5/8 French Blue, dyed to match PMS #279C, braid. Sewn on the lower arm approximately 6" from cuff.
- h) Stock Sizes:
 - 1) Female: 04-28; short, regular, tall.
 - 2) Male: 36-54 short, regular, tall.

2. Class A Pants

- a) Approved Brand:
 - 1) Female: Elbeco E89301LC, or approved equal.
 - 2) Male: Elbeco E8929, or approved equal.
- b) Weave: serge
- c) Weight: 7oz
- d) Fiber Content: 100% polyester
- e) Color: Midnight Navy
- f) Specifications: Dress pant with choice fit waistband, ladies pattern with shortened rise, quarter top front pockets, two back pockets, 1.5" French Blue striping along each leg outer seam from waist band to bottom of leg.
 - 1) Pockets, Front/Back: Front pocket opening will be a minimum 6 1/2" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1 1/4" wide. The back pockets will have a minimum opening of 6" and be 6" deep. Both pockets shall have a tab and button. The front pockets shall have straight bartack and back pockets shall have a triangular bartack.
 - 2) Pocketing: All pocketing shall be black. 65% polyester/35% cotton. Minimum thread count of 70x48. Weight: 4.3oz/square yard.
 - 3) Inner Fly/Crotch: The right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper

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and continue centered on the join seam across the inseam and end 1 inch onto the backseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly.

There shall be triple strength crotch reinforcement to prevent seam failure in the crotch and inseam area. The crotch shall be secured with two rows of stitching. One row is to be on the inside of the trouser, then turned and an additional row to be sewn on the outside of the trouser.

- 4) Waistband: The front of the outer waistband tapers through the opening at the top of the front pocket opening. The 1 ¼" wide elastic extends from the end of the taper through the waistband behind the side seam. All stress points will be bartacked.

The inside waistband shall be made with black wrapped woven elastine with a ½" exposed gripper track in the center for shirt retention. It measures 2 ½" and is attached with a rocap machine. Woven elastic banrol stiffer measuring 1" shall be sewn into the entire waistband to provide additional support.

The waistband is to be constructed using the closed method and shall measure 2" wide when finished. The waistband closure shall be accomplished with a double crush proof hook and eye, bartacked for stability. The hooks and eyes shall be reinforced with stays made of a non-woven fabric that are anchored by the top-stitching for the fly facing and curtain. This topstitching must be to the top of the waistband. The waistband must have a crack stitch for added strength.

- 5) Belt Loops: There should be a minimum of 7 lined belt loops on sizes 49 and ladies sizes 22 below and a minimum of 9 lined loops on all sizes 50 and ladies sizes 24 over. Each loop is to be ¾" wide of double thickness, with stitching on a face side 3/8" from each edge. Except for the back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. Loops to accommodate up to a 1 5/8" belt.
- 6) Zippers: The trousers shall be closed with a gun metal zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
- 7) Creasing: The front and back crease in both trouser legs must be applied via a pneumatically controlled application of a silicone sealant, specially formulated for technologically enhanced fabrics, so as to give permanency to the creases for the life of the garment.
- 8) Seaming: The entire trouser is to be seamed with polyester core or 100% polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.
- 9) Labels: There shall be a brand woven label sewn-in the left hip pocket bag. A woven size label shall be sewn next to the main label, with a care and content label sewn below that label.
- 10) Finishing & Pressing: All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a jetclip attached to the top fly of the finished trouser.

g) Stock Sizes:

- 1) Female: 04-28 regular and petite
- 2) Male: 28-54 short, regular, tall

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3. Class A Round Top Hat

- a) Approved Brand: Keystone #R13, or approved equal.
- b) Material: Navy Blue 100% poly gabardine material and French Blue 65/35 poly/cotton.
- c) Cover: Top of hat will be Navy Blue polyester fabric. After joining the round crown to the projections a ½" black centerfold tape is used with a double stitch to secure the seam. The front projection of cover will have a 0.098mm charcoal clickable foam adhered to the fabric's underside.
- d) Eyelets: Two on each side of cover and one in front.
- e) Grommet: Circular, plastic. Slipped onto the cover to hold the shape of the cap.
- f) Lining: Black acetate with a plastic pocket to accommodate an ID card.
- g) Frame/Band: The lower frame or band will be French Blue poly/cotton to match the shirt fabric. It will be 2" wide 0.040 thick black plastic board covered by French Blue duty shirt self-fabric.
- h) Front Support: H.S. Black stay with a 1" twin wire slip into it. Stay is sewn into the front of the cover.
- i) Visor: The visor is black and 2" long. The top is a shiny poly-vinyl with a hatters green bottom.
- j) Sweatband: 1 ¼" perforated reeded sweatband.
- k) Buttons: Gold, plain.
- l) Strap: Gold, snake expansion.
- m) Badge Eyelets: Two vertical button hole eyelets to allow for a 2.5" badge on front of hat.
- n) Stock Sizes:
 - 1) Female: 6 ¾ - 7 ¾
 - 2) Male: 6 ¾ - 7 ¾

4. Duty Pants, Summer Weight

- a) Approved Brand: Hanover
 - 1) Female: DCPF-SW
 - 2) Male: DCPM-SW
- b) Fabric: 65/35 poly/combed cotton lightweight rip stop material. 6.5 oz. per square yard. Fabric must be treated at the fiber level with Nano Fluid Repellency technology for permanent superior fluid resistance, fabric appearance and durability, while maintaining original fabric breathability.
- c) Color: Midnight Navy
- d) Specifications: Cargo style with a tunnel expandable waistband, quarter top front pockets, two back pockets, two rear utility pockets, and two double entry cargo pockets positioned on each leg outer

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seam with sewn on 1.5" French Blue striping from self-fabric of Duty uniform shirt running from waist band to bottom of leg. **Ladies pattern with shortened rise.**

- e) Pockets, Front/Back: Front pocket opening will be a minimum 6 ½" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1 ¼" wide. The back pockets will have a minimum opening of 6" and be 6" deep. Both pockets shall have a tab and button. Front pockets shall have straight bartacks and back pockets shall have triangular bartacks.
- f) Pockets, Side: There shall be two double entry side pockets sewn to each outside leg seam so that the pocket flap is centered 10 ½" below the bottom of the waistband. The pocket shall be constructed of shell fabric with the top edge bound with a poly/cotton black binding. The pocket shall measure 7" wide and 8 ½" long and feature an inverted center pleat measuring 1" in width and edge stitched for stability. A 3M reflective stripe transfer 1" x 6" will be heat sealed to the top edge of the pocket. Two 1" x 1" soft Velcro strips will be sewn on top of the ends of the reflective tape so that a minimum of 4" of tape is visible.

There shall be a knife/PDA pocket sewn on the outside of the cargo pocket from the pleat towards the rear of the trouser. This pocket has a lined hem and Velcro closure. A two-compartment internal utility pocket and tunnel will be set in the back of each cargo pocket. One compartment measures 3 ½" x 4 ½" with a finished bottom. The other compartment measures 2 3/8" x 6" deep and is open at the bottom to accommodate flashlights of different lengths. A PDA/Utility pocket measuring 4 ½" x 4 ½" is set inside the front of each cargo pocket.

The pocket flap measures 7" wide x 2 ¾" deep and is made of two plies of shell fabric and one ply of interlining. The top edge of the flap shall be sewn across the top of the outer pocket with its sides secured to the pocket with two hard Velcro strips sewn to the inner ply of the flap to align with the soft Velcro strips sewn to the pocket. There shall be a zipper sewn behind the inner pocket and to the trouser leg, positioned 1" below the top of the flap to create a concealed pocket.

- g) Pocketing: Black; 65/35 poly/cotton; minimum thread count of 70 x 48; weight: 4.3 oz./square yard.
- h) Inner Fly/Crotch: The right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam and end 1" onto the backseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly.

There shall be a triple strength crotch reinforcement to prevent seam failure in the crotch and inseam area. The crotch shall be secured with two rows of stitching. One row is to be on the inside of the trouser, then turned and an additional row to be sewn on the outside of the trouser.

- i) Waistband: The tunnel waistband contains a hidden elastic extension, providing up to three inches of additional stretch. The front of the outer waistband tapers through the opening at the top of the front pocket opening. The 1 ¼" wide elastic extends from the end of the taper through the waistband behind the side seam. All stress points will be bartacked.

The inside waistband shall be made with black wrapped woven elastine with ½" exposed gripper track in the center for shirt retention. It measures 2 ½" and is attached with a rocap machine. Woven elastic banrol stiffener measuring 1" shall be sewn into the entire waistband to provide additional support.

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The waistband is to be constructed using the closed method and shall measure 2" wide when finished. The waistband closure shall be accomplished with a double crush proof hook and eye, bartacked for stability. The hooks and eyes shall be reinforced with stays made of a non-woven fabric that are anchored by the top-stitching for the fly facing and curtain. This top stitching must be to the top of the waistband. The waistband must have a crack stitch for added strength.

- j) Belt Loops: There should be a minimum of 7 lined belt loops on sizes 48 and female sizes 22 and below and a minimum of 9 lined loops on all sizes 50 and female size 24 and over. Each loop is to be ¾" wide of double thickness, with stitching on a face side 3/8" from the edge. Except for the back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a belt up to 1 5/8" wide.
- k) Zippers: The trousers shall be closed with a gun metal zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
- l) Creasing: The front and back crease in both trouser legs must be applied via a pneumatically controlled application of a silicone sealant, specially formulated for technologically enhanced fabrics, so as to give permanency to the creases for the life of the garment.
- m) Seaming: The entire trouser is to be seamed with polyester core or 100% polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.
- n) Labels: There shall be a brand woven label sewn-in the left hip pocket bag. A woven size label shall be sewn next to the main label, with a care and content label sewn below that label.
- o) Finishing & Pressing: All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a jetclip attached to the top fly of the finished trouser.
- p) Stock Sizes:
 - 1) Female: 04-28 regular and petite
 - 2) Male: 28-54 short, regular, tall

5. Duty Pants, Winter Weight

- a) Approved Brand: Hanover
 - 1) Female: DCPF-WW
 - 2) Male: DCPM-WW
- b) Fabric: 65/35 poly/combed cotton two ply vat dyed twill weave. 7.5oz per square yard with 6-8% engineered filling stretch. Fabric must be treated at the fiber level with Nano Fluid repellency technology for permanent superior fluid resistance, fabric appearance and durability, while maintaining original fabric breathability.
- c) Color: Midnight Navy

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- d) Specifications: Cargo style with a tunnel expandable waistband, quarter top front pockets, two back pockets, two rear utility pockets, and two double entry cargo pockets positioned on each leg outer seam with sewn on 1.5" French Blue striping from self-fabric of Duty uniform shirt running from waist band to bottom of leg.
- e) Pockets; Front/Back: Front pocket opening will be a minimum 6 ½" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1 ¼" wide. The back pockets will have a minimum opening of 6" and be 6" deep. Both pockets shall have a tab and button. Front pockets shall have straight bartacks and back pockets shall have triangular bartacks.
- f) Pockets, Side: There shall be two double entry side pockets sewn to each outside leg seam so that the pocket flap is centered 10 ½" below the bottom of the waistband. The pocket shall be constructed of shell fabric with the top edge bound with a poly/cotton black binding. The pocket shall measure 7" wide and 8 ½" long and feature an inverted center pleat measuring 1" in width and edge stitched for stability. A 3M reflective stripe transfer 1" x 6" will be heat sealed to the top edge of the pocket. Two 1" x 1" soft Velcro strips will be sewn on top of the ends of the reflective tape so that a minimum of 4" of tape is visible.

There shall be a knife/PDA pocket sewn on the outside of the cargo pocket from the pleat towards the rear of the trouser. This pocket has a lined hem and Velcro closure. A two-compartment internal utility pocket and tunnel will be set in the back of each cargo pocket. One compartment measures 3 ½" x 4 ½" with a finished bottom. The other compartment measures 2 3/8" x 6" deep and is open at the bottom to accommodate flashlights of different lengths. A PDA/Utility pocket measuring 4 ½" x 4 ½" is set inside the front of each cargo pocket.

The pocket flap measures 7" wide x 2 ¾" deep and is made of two plies of shell fabric and one ply of interlining. The top edge of the flap shall be sewn across the top of the outer pocket with its sides secured to the pocket with two hard Velcro strips sewn to the inner ply of the flap to align with the soft Velcro strips sewn to the pocket. There shall be a zipper sewn behind the inner pocket and to the trouser leg, positioned 1" below the top of the flap to create a concealed pocket

- g) Pocketing: Black; 65/35 poly/cotton; minimum thread count of 70 x 48; weight: 4.3 oz./square yard.
- h) Inner Fly/Crotch: The right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam and end 1" onto the backseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly.

There shall be a triple strength crotch reinforcement to prevent seam failure in the crotch and inseam area. The crotch shall be secured with two rows of stitching. One row is to be on the inside of the trouser, then turned and an additional row to be sewn on the outside of the trouser.

- i) Waistband: The tunnel waistband contains a hidden elastic extension, providing up to three inches of additional stretch. The front of the outer waistband tapers through the opening at the top of the front pocket opening. The 1 ¼" wide elastic extends from the end of the taper through the waistband behind the side seam. All stress points will be bartacked.

The inside waistband shall be made with black wrapped woven elastane with ½" exposed gripper track in the center for shirt retention. It measures 2 ½" and is attached with a rocap machine.

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Woven elastic banrol stiffener measuring 1" shall be sewn into the entire waistband to provide additional support.

The waistband is to be constructed using the closed method and shall measure 2" wide when finished. The waistband closure shall be accomplished with a double crush proof hook and eye, bartacked for stability. The hooks and eyes shall be reinforced with stays made of a non-woven fabric that are anchored by the top-stitching for the fly facing and curtain. This top stitching must be to the top of the waistband. The waistband must have a crack stitch for added strength

- j) Belt Loops: There should be a minimum of 7 lined belt loops on sizes 48 and female 22 and below and a minimum of 9 lined loops on all sizes 50 and female 24 and over. Each loop is to be ¾" wide of double thickness, with stitching on a face side 3/8" from the edge. Except for the back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a belt up to 1 5/8" wide.
- k) Zippers: The trousers shall be closed with a gun metal zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
- l) Creasing: The front and back crease in both trouser legs must be applied via a pneumatically controlled application of a silicone sealant, specially formulated for technologically enhanced fabrics, so as to give permanency to the creases for the life of the garment.
- m) Seaming: The entire trouser is to be seamed with polyester core or 100% polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.
- n) Labels: There shall be a brand woven label sewn-in the left hip pocket bag. A woven size label shall be sewn next to the main label, with a care and content label sewn below that label.
- o) Finishing & Pressing: All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a jetclip attached to the top fly of the finished trouser
- p) Stock Sizes:
 - 1) Female: 04-28 regular and petite
 - 2) Male: 36-54 short, regular, tall

6. Duty Uniform Shirt, Short Sleeve, Female

- a) Approved Brand: Hanover DCSF-SS
- b) Shade: Shade shall be dyed to match PMS #279C French Blue appearance.
- c) Insignia: All shirts shall have individuals name on 1" x 6" dark navy cotton webbing strips in either gold or silver capital block letters on the right chest. On the left chest will be a Delaware Department of Correction badge emblem. On the left sleeve will be a Department of Correction insignia emblem and on each sleeve when designated will be appropriate rank insignia made of French blue dyed to match the shirt fabric with gold stitching.

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- d) Construction: Garment must be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric.

The collar and cuffs are to be single stitched $\frac{1}{4}$ " from edge. The back yoke, pockets and flaps shall be single stitched on the edge.

- e) Fabric: 51185 Plain weave poplin, 65% Dacron polyester/35% cotton. 4.25-4.75 oz./square yard, with vat dyed color and comfort-touch finish.
- f) Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.
- g) Collar: Convertible collar shall be one piece and to measure 3- $\frac{1}{8}$ " long at the points and 1- $\frac{5}{8}$ " wide at back. Collar to be lined with 100% Dacron. The collar stays shall be good quality Stalar vinyl, 2- $\frac{3}{4}$ " in length and $\frac{3}{8}$ " wide and be attached to the bottom collar.
- h) Sleeves: To be straight and whole with 1" hem. The finish shall be 9- $\frac{1}{2}$ " long from shoulder seam.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

- i) Front: The front shall have a center facing 3" in width extending from neckline to bottom of shirt provided by a turnunder of material. The right front shall also have a lined box pleat 1- $\frac{1}{2}$ " wide finished, running full length of the shirt and shall be topstitched $\frac{1}{4}$ " from both edges. The right front shall contain seven vertical buttonholes placed $\frac{3}{4}$ " from edge, first 2- $\frac{1}{2}$ " down from neck, balance 3- $\frac{1}{2}$ " apart. Buttons shall be securely attached to the button stand on the left front, and shall correspond to the buttonholes on the center facing.
- j) Back: To have a double yoke of basic shirt material, top stitched along edge for added image and performance.
- k) Pockets: To have two breast pockets with mitered corners to finish 5" wide and 5- $\frac{1}{2}$ " long. The left breast pocket to have a pencil compartment about 1- $\frac{1}{4}$ " wide. Both pockets to be pleated and to have 1- $\frac{1}{4}$ " box stitching top and bottom to prevent spreading.
- l) Flaps: To have two scalloped flaps to finish 5- $\frac{1}{4}$ " in length, 2- $\frac{3}{8}$ " in width at center, and 2- $\frac{1}{8}$ " in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately $\frac{1}{4}$ " above top of pocket. The left flap to have a pencil opening about 1- $\frac{1}{2}$ " in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.
- m) Flap Closure: The side points of the flaps are to be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.
- n) Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1- $\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1- $\frac{1}{4}$ " apart with the bottom buttonhole 1- $\frac{1}{2}$ " above top of left flap.

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- o) Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam.
- p) Interlining: Flaps to be EZ Crease. Top center to be lined with Frendenburg WR3022 and collar to be 250BC Dacron.
- q) Labels: Size shall be marked with a woven size loop attached to brand and content label in yoke. Care label to be placed in bottom hem.
- r) Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; die back creases spaced equally from center crease.
- s) Button: All buttons shall be 20L and made from melamine material for durability and must match fabric.
- t) UPC Identification: A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist Agency in encoding UPC information.
- u) Pressing & Packing: Shirt shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags.
- v) Stock Sizes: XS-3XL

7. Duty Uniform Shirt, Short Sleeve, Male

- a) Approved Brand: Hanover DCSM-SS
- b) Shade: Shade shall be dyed to match PMS #279C French Blue appearance.
- c) Insignia: All shirts shall have individuals name on 1" x 6" dark navy cotton webbing strips in either gold or silver capital block letters on the right chest. On the left chest will be a Delaware Department of Correction badge emblem. On the left sleeve will be a Department of Correction insignia emblem and on each sleeve when designated will be appropriate rank insignia made of french blue dyed to match the shirt fabric with gold stitching.
- d) Construction: Garment must be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric.

The collar and cuffs are to be single stitched 1/4" from edge. The back yoke, pockets and flaps shall be single stitched on the edge.

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- e) Fabric: 51185 Plain weave poplin, 65% Dacron polyester/35% cotton. 4.25-4.75 oz./square yard, with vat dyed color and comfort-touch finish.
- f) Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.
- g) Collar: The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button. There shall be one horizontal button hole.

The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar. Permanent collar stays to be secured to bottom ply. The collar stays shall be good quality Stalar vinyl, 2-3/4" in length and 3/8" wide and attached to bottom collar.

- h) Sleeves: To be straight and whole with 1" hem. The finish shall be graded in length so as to finish from the shoulder seam as follows:

<u>Size</u>	<u>Finished Length</u>
Small	9-3/4"
Medium	10-1/4"
Large – 2XLarge	10-3/4"
3XLarge – 6XLarge	11-1/4"

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

- i) Front: The front shall have a center facing 3" in width extending from neckline to bottom of shirt provided by a turnunder of material. The left front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The left front shall contain seven vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

Buttons shall be securely attached to the button stand on the right front, and shall correspond to the buttonholes on the center facing.

- j) Back: To have a double yoke of basic shirt material, top stitched along edge for added image and performance.
- k) Pockets: To have two breast pockets with mitered corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.
- l) Flaps: To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. There will be a matching button and a buttonhole sewn on the flap.
- m) Flap Closure: The side points of the flaps are to be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.
- n) Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap

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setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

- o) Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam.
- p) Interlining: Flaps to be EZ Crease. Top center to be lined with Pellon.
- q) Labels: Size shall be marked with a woven size loop attached to brand and content label in yoke. Care label to be placed in bottom hem.
- r) Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; die back creases spaced equally from center crease.
- s) Button: All buttons shall be 20L and made from melamine material for durability and must match fabric.
- t) UPC Identification: A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist Agency in encoding UPC information.
- u) Pressing & Packing: Shirt shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags.
- v) Stock Sizes: S-5XL

8. Duty Uniform Shirt, Long Sleeve, Female

- a) Approved Brand: Hanover DCSF-LS
- b) Shade: Shade shall be dyed to match PMS #279C French blue appearance.
- c) Insignia: All shirts shall have individuals name on 1" x 6" dark navy cotton webbing strips in either gold or silver capital block letters on the right chest. On the left chest will be a Delaware Department of Correction badge emblem, on the left sleeve will be a Department of Correction insignia emblem and on each sleeve when designated will be appropriate rank insignia made of French blue dyed to match the shirt fabric with gold stitching.
- d) Construction: Garment must be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric.

The collar and cuffs are to be single stitched 1/4" from edge. The back yoke, pockets and flaps shall be single stitched on the edge.

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- e) Fabric: 51185 plain weave poplin, 65% Dacron polyester/35% cotton, 4.25-4.75 oz./square yard, with vat dyed color and a comfort touch finish.
- f) Collar: Convertible collar shall be one piece and to measure 3-1/8" long at the points and 1-5/8" wide at back. Collar to be lined with 100% Dacron. The collar stays shall be of good quality Stalar vinyl, 2-3/4" in length and 3/8" wide and be attached to the bottom collar.
- g) Sleeves: To be straight and whole. The cuffs are to be 2-5/8" in width and to have two buttons on one end, and one buttonhole on the other to allow for adjusting the cuff size.

The sleeve opening shall measure 3-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

- h) Front: The front shall have a center facing 3" in width extending from neckline to bottom of shirt provided by a turnover of material. The right front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The right front shall contain seven vertical buttonholes placed 3/4" from edge, first 2-1/2" down from neck, balance 3-1/2" apart. Buttons shall be securely attached to the button stand on the left front, and shall correspond to the buttonholes on the center facing.
- i) Back: To have a double yoke of basic shirt material, top stitched along edge for added image and performance.
- j) Pockets: To have two breast pockets mitered corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be plated and to have 1-1/4" box stitching top and bottom to prevent spreading.
- k) Flaps: To have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a matching button and buttonhole sewn on the flap.
- l) Flap Closure: The side points of the flaps are to be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.
- m) Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.
- n) Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam.
- o) Interlining: Flaps to be EZ crease. Top center to be lined with Freudenburg WR3022 and collar to be 250BC Dacron.

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- p) Labels: Size shall be marked with a woven size loop attached to brand and content label in yoke. Care label to be placed in bottom hem.
- q) Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.
- r) Button: All buttons shall be 20L and made from melamine material for durability and must match fabric.
- s) UPC Identification: A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist Agency in encoding UPC information.
- t) Pressing and Packing: Shirt shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags.
- u) Stock Sizes: XS-3XL

9. Duty Uniform Shirt, Long Sleeve, Male

- a) Approved Brand: Hanover DCSM-LS
- b) Insignia: All shirts shall have individuals name on 1" x 6" dark navy cotton webbing strips in either gold or silver capital block letters on right chest. On the left chest will be a Delaware Department of Correction badge emblem, on the left sleeve will be a Department of Correction insignia emblem and on each sleeve when designated will be appropriate rank insignia made of French blue dyed to match the shirt fabric with gold stitching.
- c) Construction: Garment must be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be the Dacron thread to match shirt fabric.

The collar and cuffs are to be single stitched ¼" from edge. The back yoke, pockets and flaps shall be single stitched on the edge.

- d) Fabric: 51185 Plain weave poplin, 65% Dacron polyester/35% Cotton, 4.25-4.5 oz./square yard, with vat dyed color and a comfort-touch fabric.
- e) Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.
- f) Collar: The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button. There shall be one horizontal button hole.

The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar.

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Permanent collar stays to be secured to bottom ply. The collar stays shall be of good quality Stalar vinyl, 2-3/4" in length and 3/8" wide and attached to the bottom collar.

- g) Sleeves: To be straight and whole. The cuffs are to be 2-5/8" in width and to fasten with two buttons. There is a single stitch 7/16" from top of cuff.

The sleeve opening shall measure 4-7/8" from top of cuff. The top facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

- h) Front: The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The left front shall contain six vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and correspond to the buttonholes on the center facing.

- i) Back: To have double yoke of basic shirt material, top stitched along edge for added image and performance.

- j) Pockets: Two breast pockets with mitered corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

- k) Flaps: To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

- l) Flap Closure: The side points of the flaps are to be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

- m) Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

- n) Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Should straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

- o) Permanent Creases: Shirts to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

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- p) Interlining: Flaps top center to be lined with Pellon. Bands and cuffs to be 37 Durapress.
- q) Labels: Size shall be marked with a woven size loop attached to brand and content label in yoke. Care label to be placed in bottom hem.
- r) Buttons: All buttons shall be 20L and made from melamine material for durability and must match fabric.
- s) UPC Identification: A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist Agency in encoding UPC information.
- t) Pressing and Packing: Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags.
- u) Stock Sizes: S-5XL short, regular, long

10. Golf Shirts w/Pocket

- a) Approved Brand: Hanover DCG-SS
- b) Fabric: 8 ounce, 60% ring spun cotton/40% polyester pique fabric. Dyed to match French blue PMS #279C.
- c) Insignia: On left chest embroider DOC logo badge. On right chest embroider individual correctional officer's last name in gold block letters.
- d) Pocket: Left front of shirt will have a pocket to measure no less than 5" high and 4.5" wide.
- e) Placket: Clean finished placket.
- f) Closure: Three wood-tone button closure.
- g) Back: Half-moon back yoke on back of shirt.
- h) Seams: All seams double stitched for durability.
- i) Bottom: Clean finished bottom hemmed with side vents.
- j) Stock Sizes: XS – 4XL

11. T-Shirt w/Pocket

- a) Approved Brand: Hanes #5190
- b) Fiber Content: 6.1 ounce, 100% ring spun cotton
- c) Color: French blue

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- d) Specifications: Tag-free label, lay flat collar, double needle covered seamed neck and sleeves, shoulder-to-shoulder taping.
- e) Pocket: Double needle, 5-point pocket on left chest.
- f) Insignia: DOC screen-printed Badge on left chest above pocket.
- g) Stock Sizes: S – 3XL

12. Shield Duty Jacket

- a) Approved Brand: Elbeco SH3200/SH3204
- b) Color: Black, Navy
- c) Design: Lightweight, breathable, wind and waterproof poly rip-stop shell which is fully lined and seam sealed for ultimate protection. The jacket features multiple storage components with magnetic closure systems, taped seams, quick release side zippers, three piece attached hood, adjustable cuffs, shoulder straps and hidden pull down panels. 3-in-1 jacket with the addition of shield performance softshell jacket as a liner.
- d) Fabrics: Outershell is bonded three-ply 100% polyester mini rip-stop with protective membrane, and free floating HydroTech waterproof, windproof, breathable laminate on nylon taffeta substrate liner. Weight of shell is 4 oz./sq.yd. Nylon taffeta liner is 2.15 oz./sq.yd. Fabric offers lightweight protection against the elements, while high vapor permeability promotes moisture management, allowing the moisture to pass through the garment, keeping the wearer dry and comfortable in all weather conditions.
- e) Facings and Fronts: The front shall have a Vislon #5 two-way auto-lock dual separating zipper, functional up to the collar points. Zipper is covered by a continuous front placket piece, which is lined for additional stability. There must be an inner storm flap at the front behind the zipper all the way to the collar point for extra protection. Storm flap is folded over the top of the zipper on the right side to form an abrasion resistant chin protector. An additional zipper is sewn to the interior along the center front facing for insertion of an optional jacket liner.

There are six snaps placed at the center front for placket closure. Placket also has a 1" x 5" pen pocket stitched to the underside of the placket.

- f) Collar: The permanent collar shall be made of two plies of the shell fabric plus the interlining. The collar points shall be well shaped and symmetrical. The collar shall measure approximately 2-3/4" at center back and 3-1/4" at front collar points. Abrasion resistant chin protectors are sewn on the inside of the collar points to protect against the liner jacket zipper slider when attached.

There shall be a snap strap placed on the inside of the collar at the neck seam which can connect to a loop on the softshell to hold the softshell in place when worn as a liner to the Duty Jacket.

- g) Sleeves: Sleeves are fully lined and have a slight articulation and curve towards the front of the body. There is an 9" concealed locking zipper set into the underarm seam for internal access for sewing patches, etc., with a zipper hood at each end.

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There shall be a snap strap placed on the inside of the wrist area which can connect to a loop on the softshell sleeve to hold the softshell in place when worn as a liner to the Duty Jacket.

- h) Cuffs: Cuffs shall be 1" wide with elastic at the back and an adjustable tab with 1" Velcro at the front. There is a 1-1/4" x 3-1/2" cuff tab with hook Velcro set in the inside seam to attached to the 1" loop Velcro set on the cuff.
- i) Hood: The three piece hood is constructed from the same shell fabric as the jacket and is fully lined. It features a stretch draw-cord closure and reinforced stabilized brim. There is a small elastic loop set in the neck seam to secure the draw-cord end when the hood is worn. The hood is permanently attached to the jacket and can be stowed in a zipper compartment in the back of the collar.
- j) Yokes/Panels: There shall be two yokes across the upper front panels and one yoke across the upper back panel of shell fabric with a 1-1/8" turn-up. Inside the turn-up shall be inner hanging flaps with Velcro to which detachable front and back ID panels can be connected. These turn-ups shall have additional Velcro which can attach to the front and back of the jacket when there are no ID panels connected, or to the edge of the inner hanging flaps when they have ID panels connected and are displayed down.

Blank ID panels in shell fabric are included with the jacket.

- k) External Pockets: There are two reverse pleated dual-opening patch pockets on the lower front of the jacket. Pockets measure 7-3/4" wide x 7-1/2" long and have mitered corners. The flaps measure 8" wide x 3" high and have mitered corners. Flaps consist of two plies of basic material plus the interlining.

The pockets have a side opening measuring approximately 6-1/4" and are securely tacked at top and side bottom. Side pockets are lined with tricot on the inside for warmth. Top pocket and flaps are secured with magnet closures for easy access and stealth. A two-compartment internal utility pocket and tunnel will be set in each top pocket. One compartment measures 3-1/2" x 4-1/2" with a finished bottom. The other compartment measures 2-3/8" x 6" deep and is open at the bottom to accommodate flashlights of different lengths.

There are two large document/utility pockets on the upper front. Pockets have a vertical opening measuring 6-1/2" and extend across the chest. Pockets have a U-shaped bottom with a 3" x 5" patch pocket sewn to the side closest to the wearer to secure a back-up weapon. Pocket opening is secured with dual magnet closures.

- l) Internal Pockets: There are two patch pockets set inside the lower front of the jacket. These pockets measure approximately 7-1/2" wide x 9-1/2" long and close with a vertical zipper. There is a communications access opening in the top inside corner of each pocket.

There is an inset pocket at the wearer's left chest with a 6" zippered opening along the interior front facing pieces. Zipper is YKK #5 reverse coil zipper.

- m) Waistband: Waistband has 1" hem in the front of the jacket. Back of jacket has a stretch draw-cord secured with an additional ply of fabric. The draw-cord exists at metal eyelets at either side of the hemline. The ends of the draw-cord are secured to each side by a cloth loop set 2" from the bottom of the jacket and 3" from the side vent. Draw-cord has a stopper at both ends.

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- n) Side Vents: Side vents open 11" from bottom of waistband. "Quick release" coil zippers are sewn into each side seam, extending through the waistband, to allow access to weapon and equipment. Zippers lock when the pull tab is locked in the upright position. These zippers shall be set to both the shell and permanent lining. A cloth tab made from lined shell fabric will be set to the back of the hem. The tab contains a flat snap to align with the two adjustable stud snaps on the front of the jacket. There is also an additional stud snap inside the back of the hem to be used to secure the tab when not in use.
- o) Shoulder Straps: The permanent utility straps shall be made of two plies of the basic shell fabric plus the pellow interlining. The straps are 1-1/4" wide and are single needle edge stitched. Utility straps shall be tacked to shoulder at ends and center to form a 2" opening at the center of the strap for mic attachment.
- p) Optional Items: The following optional items will be included in the jacket pocket, to be attached by the customer if needed.
 - 1. A loose badge tab measuring 1" x 4-1/4" unfinished. Eyelets will be spaced 1-1/2" apart.
 - 2. A loose mic tab measuring 1/2" x 4"
 - 3. Name tape measuring 1" x 8"
- q) Interlining: The following parts shall be interlined for stability: collar, pocket flaps, front placket, panels and shoulder straps.
- r) Seam Stitching: All stitching shall be even and uniform. All seams on the shell and liner shall be securely sewn. All seams shall be properly reinforced where needed via back tack or bar tack. Outershell seams are fully taped. All seams shall be eight stitches per inch minimum to twelve stitches per inch maximum. Seams shall be free from puckering, pleats, runoffs and raw edges.
- s) Labeling: The jacket shall be permanently labeled with the manufacturer, size and laundry instructions. The jacket will be able to withstand repeated machine washing with no deterioration in stitching, color, water resistance or windproof-ness.
- t) UPC Identification: A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist Agency in encoding UPC information.
- u) Limited Warranty: Manufacturer agrees to warrant the product to be free from defects in material and workmanship for a period of three years from date of purchase.
- v) Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.
- w) Stock Sizes: XS-4XL Short, Regular, Long

13. Shield Performance Soft Shell

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- a) Approved Brand: Elbeco SH3500/SH3504
- b) Color: Black, Navy
- c) Design: Lightweight, breathable softshell treated to repel stains and light rain. Jacket features easy access magnetic closure utility pockets, lower front and internal communications pockets, quick release side zippers, adjustable cuffs, and shoulder straps. Jacket designed to be worn as a stand-alone outer garment or as a mid-layer combined with the Shield Duty Jacket or Hi Vis Parka.
- d) Fabric: Softshell is 2-way stretch bonded three layer fabric. 96% polyester/4% spandex outer with fleece interior. HydroTech membrane is waterproof, windproof and breathable, promoting moisture management, allowing the moisture to pass through the garment, keeping the wearer dry and comfortable in all weather conditions. Weight is 8.5 oz./sq.yd. The sleeve lining is brushed tricot. Fabric offers enhanced thermal protection, airflow and performance during elevated aerobic activities.
- e) Facing and Fronts: The front shall have a Vislon #5 two-way auto-lock dual separating zipper, functional up to the collar points. There must be an inner storm flap at the front behind the zipper all the way to the collar point for extra protection. Storm flap is folded over the top of the zipper on the right side to form an abrasion resistant chin protector. Storm flap is lined with pellon.
- f) Collar: The permanent collar shall be made of two plies of the shell fabric with the outer-shell on the outside and fleece side facing inward. The collar points shall be well shaped and symmetrical and measure 3" high. There is a loop set into the outside of the collar at the neck seam which can connect to a snap strap on the interior of the outer-shell jacket to hold the softshell in place when worn as a liner.
- g) Sleeves: Sleeves are tricot lined and have a slight articulation and curve towards the front of the body. There is a 2" gusset at the lower sleeve. There is a small elastic loop set on the gusset seam line, just above the stitch line of the cuff, which can connect to a snap tab on the outer-shell sleeve to hold the softshell in place when worn as a liner.
- h) Cuffs: Cuffs shall be 1" wide with elastic at the back and an adjustable tab with 1" Velcro at the front. There is a 1" x 3" cuff tab with hook Velcro set in the inside seam to attached to the 1" loop Velcro set on the cuff.
- i) External Pockets: There are two vertical slash pockets on the lower front of the jacket. Pockets have a 6-1/2" opening with a reverse coil zipper closure and a zipper hood at each end. Pockets are fleece lined for warmth.

There are two large document/utility pockets on the upper front. Pockets have a vertical opening measuring 7-1/2" and extend across the chest. Pockets have a U-shaped bottom with a 3" x 5" patch pocket sewn to the side closest to the wearer to secure a back-up weapon. The pocket opening is secured with dual magnet closures.

- j) Internal Pockets: There are two patch pockets set inside the lower front of the jacket to accommodate radios, tablets, etc. These pockets measure approximately 7-1/2" wide x 9-1/2" long and close with a vertical zipper. There is a communication access opening in the top inside corner of each pocket.

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- k) Waistband: Waistband has 1" hem in the front of the jacket. Back of jacket has a shirred elastic hem with a soft gripper strip.
- l) Side Vents: Side vents open 10" from bottom of waistband. "Quick release" coil zippers are sewn into each side seam, extending through the waistband, to allow access to weapon and equipment. Zippers lock when the pull tab is locked in the upright position. These zippers shall be set to both the shell and permanent lining. A ¾" x 3" elasticized tab is set to the inside back of the hem. The tab contains a stud snap to align with the two adjustable flat snaps on the front of the jacket. There is also an additional flat snap inside the back of the hem to be used to secure the tab when not in use.
- m) Shoulder Straps: The permanent utility straps shall be made of two plies of the basic shell fabric. The straps are 1-1/4" wide and are single needle edge stitched. Utility straps shall be tacked to shoulder at ends and center to form a 2" opening at the center of the strap for mic attachment.
- n) Seam Stitching: All stitching shall be even and uniform. All seams on the shell and liner shall be securely sewn. All seams shall be properly reinforced where needed via back tack or bar tack. All seams shall be eight stitches per inch minimum to twelve stitches per inch maximum. Seams shall be free from puckering, pleats, runoffs and raw edges.
- o) Labeling: The jacket shall be permanently labeled with the manufacturer, size and laundry instructions. The jacket will be able to withstand repeated machine washing with no deterioration in stitching, color, water resistance or windproof-ness.
- p) UPC Identification: A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist Agency in encoding UPC information.
- q) Limited Warranty: Manufacturer agrees to warrant the product to be free from defects in material and workmanship for a period of three years from date of purchase.
- r) Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.
- s) Stock Sizes: XS-4XL Short, Regular, Long

14. Personal Body Armor Vest Carrier

- a) Approved Brand: Elbeco V1 Tex Trop, or approved equal
- b) Fabric: Shell fabric to be 100% texturized polyester, 5.0-5.5 oz./square yard tropical weave with mechanical stretch. To ensure permanent moisture control and superior breathability, fabric must be treated at fiber level with Nano moisture wicking technology. Fabric is easy care and wrinkle resistant, with excellent color matching and color retention.

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Lining fabric to be 65/35 poly/cotton; 5.0-5.5 oz./square yard 3x1 twill weave. The lining fabric is to be dyed to match the shell fabric.

Patch fabric used at side tabs to be 100% nylon; 5.0-5.5 oz./square yard 210 denier. The patch fabric is to be dyed to match the shell fabric.

- c) Color: French Blue. All thread, buttons, Velcro, lining and patch fabrics are to be dyed to match the shell color of the vest carrier.
- d) Specifications: Vest carrier equal in quality of workmanship and style to the vest identified under approved brand.
- e) Tailoring: This garment must be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the vest carrier has been laundered and to give optimum durable press performance.

The neckline, armhole and bottom hem are to be double stitched. The pockets and flaps shall be single stitched on the edge.

- f) Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.
- g) Front: The vest carrier front shall be fully lined; the exterior of the front shall be cut from shell fabric and the interior shall be cut from lining fabric. The front lining shall be cut from two fabric pieces, each piece to be hemmed with 1" clean finished hem. The interior lining shall have a pouch opening between the two lining pieces for insertion of the front of the armor carrier. The pouch at the front interior shall be secured with Velcro and shall be reinforced with vertical bar tacks at each side of the pouch opening. Pouch opening and placement grades vary by size; size Large, Regular length shall have an 18 ½" wide pouch opening.

The front shall have a false button placket 1 ½" wide extending from the neckline to the bottom of vest and be made of the same material as the vest carrier shell fabric with two rows of stitching 1" apart.

The non-functioning buttons shall be securely attached to the button placket. Amount of spacing of buttons at placket varies by size. Size Large, Regular length shall have 4 buttons; the first button to be placed 2" from the neckline with the remaining buttons spaced 3" apart.

- h) Back: The vest carrier back shall be fully lined; the exterior of the back shall be cut from shell fabric and the interior shall be cut from lining fabric. The back lining shall be cut from two fabric pieces, each piece to be hemmed with 1" clean finished hem. The interior lining shall have a pouch opening between the two lining pieces for insertion of the back of the armor carrier. The pouch at the back interior shall be secured with Velcro and shall be reinforced with vertical bar tacks at each side of the pouch opening. Pouch opening and placement grades vary by size; size Large, Regular length shall have an 18 ½" wide pouch opening.
- i) Adjustable Side Opening: Vest carrier shall be adjustable at the sides. Once the armor carrier is inserted through the interior pouch openings; the vest is to be worn and secured using the Velcro tabs along the side seams of the vest. Tabs are secured back to front with the back loop Velcro secured to the hook Velcro piece at the front. Velcro at side tabs is sewn to durable 100% nylon patch fabric which lines each side tab. Each piece of hook & loop Velcro is secured to the nylon patch fabric using both an edge stitch around the perimeter and an X stitch through the center of

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the Velcro. Velcro size varies by vest size & length; size Large, Regular length has 4" x 8-1/4" loop & 3" x 8-1/4" hook. Velcro is aligned as closely to edges of side tab as possible to maximize adjustability.

- j) Pockets: To have chest pockets with mitered corners to finish 5-5/8" wide and 6" long (except on sizes XS & S). The left chest pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/4" box pleat stitched from top to bottom to prevent spreading.
- k) Flaps: To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides (except on sizes XS & S). Flaps to be secured to front of vest with two rows of stitching approximately 1/4" in width. Flaps to be interlined. There shall be a matching button and buttonhole sewn on the flap.
- l) Flap Closure: The side points of the flaps are to be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.
- m) Optional Items: The following optional items will be included in the right front pocket, to be attached by the customer if needed.
 - a. A loose badge tab with two metal eyelets spaced 1-1/4" apart.
 - b. Name tape measuring 1" x 8"
 - c. Drop panels silk screened with "Correction", fabric Velcro attachments
 - d. DOC Badge patch with fabric Velcro attachment
- n) Shoulder Straps: The shoulder strap ends shall be sewn at either side of the vest; one end sewn in along the armhole seam and the other end sewn in along the neckline seam. The straps shall measure 2" wide. Shoulder straps shall be stitched to shoulder at ends and center to form a mic loop at the center of the strap.
- o) Shoulder Opening: There is an interior tunnel opening at the shoulder approximately 3" wide for convenient insertion and removal of the armor carrier's existing vest carrier. The opening is reinforced with lining fabric and a strap for the wearer's comfort.
- p) Permanent Creases: Vest carrier to have permanent military creases. Creases to be stitched at the vest only, not through pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from the center crease.
- q) Tunnel Loops: Four 1" x 2" tunnel loops will be sewn on the inside lining to accommodate the VSS1 suspension system – two on the front and two on the back. These will be set 1" from finished hem of top of pouch and centered with the shoulder.
- r) Interlining: Flaps, top center and shoulder straps to be lined with interlining.
- s) UPC Identification: A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist Agency in encoding UPC information.
- t) Labels: V1 Tex Trop External Vest Carrier woven label to be sewn in at interior neckline with size and content label sewn beneath the main label. Care label to be sewn in at inside center of vest.

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- u) Buttons: All buttons shall be made from high impact melamine and must match fabric.
- v) Pressing and Packing: Vest carriers shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Vests to be shipped in strong boxes so as not to be damaged in shipment.
- w) Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.
- x) Stock Sizes: XS-3XL; Short, Regular, Long, X-Long