



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 6, 2015

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

FROM: SHANNON WROBEL
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4537

SUBJECT: **AWARD NOTICE – ADDENDUM #3** (Effective October 1, 2016)
CONTRACT NO. GSS15714-MATTRESS
Institutional Bed & Bath

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

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

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each vendor’s contract shall be valid through September 30, 2016. Award of “linens and textiles” tab shall take effect July 1, 2015. Unless otherwise stated in the award notification all other goods awarded as a result of this solicitation shall take effect May 1, 2015. Each contract may be renewed for four (4) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

Contract has been extended one year, through September 30, 2017 with ATD American Co, Bob Barker Company, Harbor Linen LLC, MTJ American LLC, and Norment Security Group, Inc.

3. VENDORS

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<p>GSS15714-MATTRESSV01 ATD American Co 135 Greenwood Avenue Wyncote, PA 19095-1396 ATTN: Sharon Gowton PH: 215-576-1000 FX: 215-576-1000 EM: American@atd-american.com FSF #: 0000017913</p>	<p>GSS15714-MATTRESSV02 Bob Barker Company 134 N. Main Street Fuquay Varina, NC 27526 ATTN: April Paszkiewicz PH: 800-334-9880 FX: 800-322-7537 EM: aprilp@bobbarker.com FSF #: 0000032003</p>
<p>GSS15714-MATTRESSV03 Harbor Linen LLC 2 Foster Avenue Gibbsboro, NJ 08026 ATTN: Jonathan Kuhl PH: 800-257-7858, ext. 4269 FX: 856-346-4598 EM: jkuhl@harborlinen.com FSF #: 0000020248</p>	<p>GSS15714-MATTRESSV04 MTJ American LLC 4276 Helena Street Granite Falls, NC 28630 ATTN: Mark Detter PH: 828-396-1537, ext. 303 FX: 828-313-0612 EM: rdetter@marxindustries.com FSF #: 0000138368</p>

GSS15714-MATTRESSV05 Norment Security Group, Inc. 350 Habersham Road High Point, NC 27260 ATTN: Kevin Leonard PH: 336-848-7116 FX: 336-883-2047 EM: kleonard@cornerstonedetention.com FSF #: 0000247263	GSS15714-MATTRESSV06 Tabb Textiles Co., Inc. 511 Pleasant Drive Opelika, AL 36801 ATTN: Marsha Thrift PH: 334-745-6762 FX: 334-745-2377 EM: tabb@textilegroup.net FSF #: 0000001368
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Tabb Textiles Co., Inc no longer on contract as of September 30, 2016

4. SHIPPING TERMS

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

5. INSIDE DELIVERY

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Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied for delivery involving each full flight of stairs. There shall be no additional charges involving the use of a building's elevator. Under no circumstances will ordering agency personnel assist with unloading product.

6. PRICING

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Prices will remain firm for the term of the contract. Refer to Pricing Spreadsheet associated with this contract.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15714-MATTRESS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

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

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

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

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- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.