

September 30, 2009

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

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER II
302.838.8067

SUBJECT: AWARD NOTICE # 2 Effective October 1, 2008
CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES AND EQUIPMENT

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, 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 Vendors contract shall be valid for a two (2) year period from October 1, 2006 through September 30, 2008. Each contract may be renewed for three (3), one (1) year 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.

This contract has been extended for an additional one (1) year period through September 30, 2009 under the same terms and conditions with revised pricing on all items.

This contract has been extended for an additional one (1) year period through September 30, 2010 under the same terms and conditions with revised pricing on all items.

3. VENDOR:

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<p><u>DIAMOND CHEMICAL COMPANY, INC.</u> Union Avenue & DuBois Street East Rutherford, NJ 07073 Phone No. 800.654.7627 Fax: 201.935.6997 Order Contact: Customer Service Service Contact: Mike Chaundui Ext. 313</p>

4. SHIPPING TERMS:

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

5. DELIVERY AND PICKUP:

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Ship Stock: 2 Days ARO
Ship Non-Stock: 5 Days ARO
Minimum Order: None

Award Notice **#2**

Contract No.: 06-161-SM

6. SHIPPING TERMS:

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

7. DELIVERY AND PICKUP:

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Ship Stock: 2 Days ARO
Ship Non-Stock: 5 Days ARO
Minimum Order: None

8. PRICING:

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Prices will remain firm for the two (2) year of the contract. If agreement is reached to extend this contract for the optional year(s), the Division of Government Support Services shall have the option of offering a determined price adjustment and 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.

CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES AND EQUIPMENT

<u>LIQUIDS</u>			
DESCRIPTION & NAME	PRICE/CONTAINER SIZE	COST PER 100 LB HEAVY SOIL	QUANTITY/100 LB. HEAVY SOIL
1. Detergent <i>SYNER-DET D</i>	\$249.40 /55 gal. \$ 27.22 / 5 gal.	\$.0354	12 oz.
2. Alkali <i>STARLITE D</i>	\$173.82 /55 gal. \$108.77 /30 gal. \$ 20.61 /5 gal.	\$.0247	2 5 oz.
3. Fabric Softener w/BacStat <i>SANI SOF 1000</i>	\$1162.12 /55 gal. \$107.50 / 5 gal.	\$.1651	1 oz.
4. Bleach-Chlorine <i>PURE BLEACH</i>	\$ 63.10 /30 gal. \$ 52.48 /15 gal. \$ 19.50 / 5 gal.	\$.0164	3 oz.
5. Sour <i>TRUE SOUR D</i>	\$126.52 /30 gal. \$ 69.92 /15 gal. \$ 28.38 / 5 gal.	\$.0330	1 oz.
6. Oxygen Bleach <i>DIAMOND CRT SAFETY BLEACH D</i>	\$ 63.26 /15 gal. \$ 25.21 / 5 gal.		
7. Sour & Soft Combo <i>FLUFF SOUR D</i>	\$290.09 /55 gal. \$ 31.92 /5 gal.		
8. Pre Soak <i>REGAL D</i>	\$ 14.79 / 1 gal.		
9. One Step Detergent Built Laundry <i>SYNER KLEEN D</i>	\$129.06 /15 gal. \$ 50.10 / 5 gal		

NOTE: Laundry managers may need to adjust the formula for their own specific requirements, however the maximum cost per 100 lbs of heavily soiled laundry must not exceed **\$.7321**

CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES AND EQUIPMENT

<u>POWDER PRODUCTS</u>			
DESCRIPTION & NAME	PRICE/CONTAINER SIZE	COST PER 100 LB. HEAVY SOIL	QUANTITY/100 LB. HEAVY SOIL
10. Heavy Duty Detergent <i>AMERICAN SPECIAL D</i>	\$51.69 /100 Lb. \$33.08 / 55 Lb.	\$.0323	17 oz.
11. Fabric Softener w/Bac Stat <i>SANI-SOF POWDER #50</i>	\$78.11 /100 Lb.	\$.0488	8 oz.
12. Bleach <i>ADCHLOR D</i>	\$87.63 /100 Lb. \$ 52.27 / 50 Lb.	\$.0548	3 oz.
13. Sour <i>NEUTRO SOUR D</i>	\$60.14 /100 Lb.	\$.0376	1 oz.
14. Antichlor <i>PROTEK D</i>	\$76.00 /100 Lb.	\$.0475	.05 oz.

NOTE: Laundry managers may need to adjust the formula for their own specific requirements, however the maximum cost per 100 lbs of heavily soiled laundry must not exceed **\$1.1654**.

ADDITIONAL TERMS AND CONDITIONS

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9. 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.

10. 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.

11. 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.

12. 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.

13. REQUIREMENTS:

1. CHANGES:

Both parties may, from time to time, may require changes in the services to be provided by the Contractor. These changes will be mutually agreed to between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

2. ITEM DESCRIPTION:

All bidders shall indicate the **manufacturer and manufacturer's brand name** for each item bid. The contracted vendor is required to furnish the material as accepted on the bid. NO Substitution shall be permitted for any awarded item during the contract period without the written consent of the Government Support Services.

11. **REQUIREMENTS (Continued):**

3. **DELIVERY:**

The successful bidder(s) agrees to deliver F.O.B. ordering agency all material covered by this contract within seven (7) calendar days after date of receipt of each order. In the event the delivery date cannot be met for any specific material, the bidder will note the differed delivery date next to the material involved on his bid and the bidder(s) will be required to make delivery of back ordered item(s) within seven (7) calendar days. Partial orders will be excepted provided the vendor has notified the agency prior to delivery. Delivery of material purchased will be made to the ordering agency at the location designated on the agency (purchase) order. Delivery information will be either faxed, phoned, or e-mailed into the Laundry Manager or designee at each location, a minimum of one (1) business day prior to actual departure from their business premises.

4. **INSPECTION:**

Upon delivery, the material will be inspected by each receiving agency and if found defective at time of delivery, will be rejected or returned. If found to be defective, or it fails in any way to meet specifications as indicated, after delivery, the agency shall have thirty (30) days to notify the vendor of such failure(s). All shortages must be reported to the vendor within five (5) days of delivery, and replacements made within seven (7) days.

5. **DISCONTINUED ITEMS:**

In the event an item on the contract becomes unavailable, the vendor must notify the Government Support Services promptly. If purchase orders are on hand at the time the item becomes unavailable, it is the vendor's responsibility to notify the ordering agency and to offer a suitable substitute at the contract price.

6. **MATERIAL SAFETY DATA SHEET (MSDS):**

Where applicable, MSDS must accompany your bid. In addition, agencies are to supplied a complete set of MSD sheets prior to delivery, to be retained for informational purposes in case of fire or other emergency.

7. **PRODUCT SPECIFICATION SHEETS:**

Vendor must submit Product Specification Sheets/Technical Information Sheets for all items being bid on, with the bid. These sheets will be used to verify/validate product quantities stated, with actual product performance during testing.

11. **REQUIREMENTS (Continued):**

8. **PACKAGING OF DELIVERIES:**

Manufacturer's standard new containers shall be sufficiently durable to insure safe delivery and the construction and labeling of which shall allow ready acceptance by common carriers regularly engaged in interstate commerce. All containers specified herein shall be so designed and constructed that product shall not affect nor shall it be affected by the container in which it is furnished. Containers shall not have defects affecting serviceability such as rust spots, dents or weak seams. **It shall be the vendor's responsibility to pickup and dispose of any empty liquid chemical containers when deliveries are made.**

Packaging of product(s) delivered shall be as contracted.

All deliveries shall be clearly marked with agency purchase order number and labeled as specified herein.

Shipments not in accordance with the above may be refused or returned to contractor freight collect.

9. **LABELING:**

Permanently affixed to each container and to each case shall be manufacturer's standard identification commercial typeset label which shall be in compliance with the Federal Hazardous Substances Labeling Act and applicable O.S.H.A. requirements.

Label shall be in acid resistant ink, Dennison Thermiage, or be such that label will resist deterioration and remain legible throughout using period of contents.

Label shall clearly indicate at least the following:

- a) Generic identification of product therein
- b) Name and address of manufacturer
- c) Trade/brand name of product therein
- d) Warning statement and precautionary handling instructions
- e) Recommended antidotal action information as required
- f) The statement: "Protect from Freezing" (as applicable)
- g) Manufacturer's directions for use in detail
- h) Net contents in U.S. standard pounds, ounces, gallons or fluid ounces
- i) Active ingredient claim as required

TECHNICAL SPECIFICATIONS

CONTRACT NO. 06-161-SM LAUNDRY SUPPLIES & EQUIPMENT

SERVICE SPECIFICATIONS:

The contractor shall provide at least one (1) service call per month (minimum of 20 days between service calls) to be performed by technically trained service personnel (having practical experience in servicing laundry machines) and qualified to instruct and train laundry machine operators, as well as being able to offer the latest visual training aids. The contractor shall provide with his bid, the names and addresses of manufacturer's service representatives available in New Castle, Kent and Sussex counties, a complete description of company training in laundry service, trouble shooting and chart cutting and assistance in programming micro processors for laundry machines. Failure to provide this may result in your bid being considered non-responsive.

The contractor shall be solely responsible for coordinating service visit(s) with each agency's laundry manager and ensuring that any or all the following services are provided to laundry managers satisfaction while the agency is utilizing contractor's products:

1. Monthly Chemical Titration Testing; iron, bleach and fabric testing; liquid bleach concentration testing; water hardness testing; pH measurements; fabric analysis.
2. Inspect and properly maintain all dispensing equipment (if utilized).
3. Inspect laundry machines as to functioning of mechanical parts, gauges and valves. Provide adjustments and clean dispenser(s) and other mechanical dispensing parts.
4. Check solutions on each machine for optimum concentration and temperature.
5. Render any and all other services normally provided to other customers which shall include instruction on machine maintenance procedures to be followed by agency personnel between regular service calls.
6. At the time of each service (and any emergency) visits, a written report in triplicate shall be completed. One copy shall be retained by participating State agency, second copy for contractor's file and final copy to be submitted by contractor to the Division of Purchasing along with the quarterly usage report.
7. In addition, when requested and **within 24 hours of said request**, the contractor shall make emergency service calls to handle problems requiring immediate attention and correction to dispenser(s) and/or dispensers installation(s) to include all parts and labor.

**CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES & EQUIPMENT**

SERVICE SPECIFICATIONS (Continued)

8. Contractor/manufacturer shall have available at no cost nor with any obligation to the State of Delaware, a research and testing facility for examination of problem fabrics, fabric damaged in laundering process, etc.
9. Contractor shall provide assistance in the establishing of all classifications of washing formulas, the temperatures and water levels, the cutting of automatic formula charts, programming of micro processors, training of laundry personnel in proper application of their chemicals and other physical and mechanical assistance as required and necessary to ensure proper and most economical operation of laundry facility.

LIQUID DISPENSING EQUIPMENT

1. The contractor shall furnish, install and maintain on a loan basis at no cost to the State of Delaware proper dispensing equipment to the known facilities, and any others that may be added throughout the duration of this contract.
2. The contractor shall be responsible for coordinating with each agency's laundry manager, for the installation of dispenser(s). In the event a quantity of previous contractor's product(s) remain unused subsequent to effective date of this contract, coordination between the new contractor and laundry managers shall ensure previous contractor's products are completely utilized allowing previous contractor's dispenser(s) to remain in place before similar products are received from new contractor and shall further ensure that no interruption of service shall occur during transition. The removal of dispenser(s) shall be a coordinated effort between the laundry managers, the new and previous contractor.
3. The system shall be a closed system that shall automatically dispense products from their respective shipping containers into the laundry machine.
4. The system shall utilize special positive displacement pumps and solid state electronic control for accurate dispensing.
5. The system shall automatically inject the proper amount of product for each load, allowing flexibility according to work classifications. The system shall have optional add-on detergent pump for higher volume detergent output as for laundry machines larger than 150 pounds dry weight capacity.
6. The system shall be capable of pumping from a minimum distance of 25 feet. System shall have the capacity of counting laundry loads.

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LIQUID PRODUCT SPECIFICATIONS

1. Laundry Detergent, 55 gal drums, 5 gal pails

This material shall be a liquid capable of cleaning a wide range of soils in the laundering process when used in conjunction with a liquid or powdered alkaline builder.

2. Laundry Alkali, 55 gal drums, 30 gal drums, 5 gal pails

This material shall be a pourable liquid silicated laundry alkaline builder.

3. Liquid Fabric Softener w/ Anti-Bacterial Agent, 55 gal drums, 5 gal pails

This material shall be a liquid cationic fabric softener containing an antibacterial agent effective in inhibiting gram positive and gram negative bacteria. This material must carry the E.P.A. registration number on each container.

4. Liquid Laundry Chlorine Bleach, 5, 15 and 30 gal drums

Suitable for use in laundry applications employed in laundering of white and colored cotton and polyester/cotton blend fabrics. Product shall be in uniform, low viscosity and liquid form.

5. Laundry Sour, 30 gal drums, 15 gal drums, 5 gal pails

This material shall be a pourable liquid organic laundry sour.

6. Liquid Laundry Oxygen Bleach, 15 gal drum, 5 gal pails

Suitable for use in laundry applications employed in laundering of white and colored cotton and polyester/cotton blend fabrics. Product shall be in uniform, low viscosity, liquid form.

7. Liquid Sour & Soft Combined, 30 gal drums, 5 gal pails

This product shall be a stable, concentrated liquid sour-softener. The sour portion of the product provides the residual alkalinity neutralization capabilities. The softener portion of the product provides softness to the fabric, thereby reducing fabric abrasiveness and wear. The softener characteristics will have been improved in this non-phosphorous product.

8. Liquid Pre-Soak, 1 gal containers

A balanced blend of ingredients that will deliver pre-cleaning results. This product will have excellent wetting and penetrating powers for effective soil removers and will be stable in either acid or alkaline water.

9. Liquid 1 Step Detergent, 15 gal. pails, 5 gal pails

This product will be a pumpable liquid that is a complete phosphated detergent and will be effective in cleaning light to medium types of soiled laundry.

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POWDER PRODUCT SPECIFICATIONS

10. Laundry Detergent, Heavy Duty, 100 lb drum, 55 lb drum

This product is an alkaline-built, biodegradable detergent containing a dual phase cleaning system to cover a wide range of soils and fabrics. It also will have a combination of anti-redisposition and whitening agents as well as being oil buffered to prevent tensile strength loss of fabrics.

11. Laundry Fabric Softener w/Bacterial Static Agent, 100 lb drum

A free flowing granular powder with a pleasant non-offensive odor, effective in replacing lubricity removed by washing process. This material must reduce static electricity, and effectively reduce abrasion to the fabric by imparting a softness to the fabric. This material must carry an E.P.A. registration number on the label of each container and shall be effective in inhibiting the growth of certain gram positive and gram negative bacteria. Treated material must comply with standard seven seconds re-wetability test.

12. Laundry Bleach, 100 lb kegs, 55 lb drum

This material shall be a white dustless material in powder or bead form containing an organic chlorine liberating compound. This material shall not contain caustic soda. This material is to be used by addition in its dry form directly to the washer.

13. Laundry Sour, 100 lb drum

A free flowing dustless powder. Neutralizing value 1 gram of material in aqueous solution, must neutralize not less than 600 milligrams of NaOH or equivalent alkalinity when treated hot, with standard caustic soda solution, (carbonate free to phenophtalein in point.

14. Laundry Antichlor, 100 lb drum

A highly soluble inorganic reducing agent capable of removing chlorine laundry bleach from both fabrics and the washing liquor, in addition to residual chlorine in the water supply.

14. 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.

15. 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.

16. 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.

17. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.