

April 28, 2008

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

FROM: KATHERINE WESTON
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE – Addendum # 4**
CONTRACT NO. GSS08492JAN/CAFE_SUPPL
JANITORIAL & CAFETERIA SUPPLIES

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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 one (1) year period from May 1, 2008 through April 30, 2009. Each contract may be renewed for two (2) 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 is a Multiple Award Contract. You may use any vendor that meets your needs.

The new contract period will be July 1, 2009 through June 30, 2010.

3. VENDORS:

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Dubin Paper Company 1910 S Columbus Blvd Philadelphia PA 19148 Contact: Celeste Lane Phone: 215-462-7900 Fax: 215-463-0210 Email: celestial@dubinpaper.com Electronic Catalogue Available
Eagle Maintenance Supply Inc. 80 Twinbridge Drive Pinnsuaken NJ 08110 Contact: John Pettinelli Phone: 856-317-9500 Fax: 856-317-9802 Email: bids@eaglesupply.com Electronic Catalogue Available
Philip Rosenau Company, Inc. 750 Jacksonville Road Warminster PA 18974 Contact: Rita Clendaniel Phone: 215-956-1980 Fax: 215-956-0426 Email: rclendaniel@philiprosenau.com Electronic Catalogue Available
T. Frank McCall's, Inc.

601 Madison Street Chester PA 19013 Contact: Andy Parker Phone: 610-576-6245 Fax: 610-876-9189 Email: andy@frankmccalls.com
Wholesale Janitorial Supply Co. 26 Germay Drive Wilmington DE 19804 Contact: Dominick Ferrari Phone: 302-655-5722 Fax: 302-655-5724 Email: sales@wholesalejanitor.com

4. **SHIPPING TERMS:**

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F.O.B. destination.

5. **DELIVERY AND PICKUP:**

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See Appendix A, Excel Spreadsheet

6. **PRICING:**

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Prices will remain firm for the term of the contract year.

See Excel Spreadsheet for Pricing, Availability and Delivery Schedule.

7. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, 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.

ADDITIONAL TERMS AND CONDITIONS

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8. **BILLING:**

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

9. **PAYMENT:**

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

10. PRODUCT SUBSTITUTION:

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

11. 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.

12. CATALOG DISCOUNT: See Appendix A for participating Vendors.

In addition to the items that require a bid price, please also supply a percentage off catalog or list price for additional items that may be required during the term of the contract.

13. ELECTRONIC CATALOG: See Appendix A for participating Vendors.

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

14. ON LINE ORDERING: See Appendix A for participating Vendors.

Internet Ordering - A quick and convenient way to order food items from the Web, as well as tracking shipments, orders, invoicing, and billing. If available, Vendor shall have an online ordering capability for all using agencies. Training provided, account number may be necessary.

15. 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.

16. 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.

17. 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.

18. AGENCY'S RESPONSIBILITIES:

The Agency shall:

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