



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

OCTOBER 1, 2010

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

FROM: ANNETTE OPALCZYNSKI  
STATE CONTRACT PROCUREMENT OFFICER  
302-255-9295

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS10575-PERSONAL\_CARE**  
**PERSONAL CARE PRODUCTS**

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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 contractor's contract shall be valid for a one (1) year period from OCTOBER 1, 2010 through SEPTEMBER 30, 2011. Each contract may be renewed for one (1) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**3. VENDORS:**

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This is a multiple award contract. The addresses of the authorized suppliers are:

VENDOR- V01

All State Distributors  
Northeast Inc.  
190 Crystal Run Road  
Middletown, NY 10941  
Contact Person: Tina Mangeri  
Phone #: 845-692-7130  
Fax #: 845-692-7150

VENDOR- V02

Bob Barker Company, Inc.  
134 North Main Street  
Fuquay-Varina, NC 27526  
Contact: Laura Wing or anyone  
in customer service.  
Phone #: 800-334-9880  
Fax #: 800-322-7537

VENDOR- V03

Morris Siegel Co.  
Div. of Service Solution  
4131 Amos Ave.  
Baltimore, MD 21215

Contact Person: Samuel Stal  
Phone #: 410-764-1074  
Fax #: 410-764-1989

VENDOR- VO4

Amercare Products  
17661 128th PL NE  
Woodinville, WA 98072  
Contact Person: Wendy Hemming  
or Julie Siegel  
Phone#: 425-489-9575  
Fax#: 425-486-3875

VENDOR-V05

American Amenities  
17280 Woodinville- Redmond Rd. NE  
Ste. 804  
Woodinville, WA 98072  
Contact Person: Larry Kong  
Phone#: 425-489-1899  
Fax#: 425-487-2939

VENDOR- V06

The Bert Drobbin Company  
87-11 111th Street  
Richmond Hill, NY 11418  
Contact Person: Robert Lewis  
Phone#: 718-847-2010  
Fax #: 718-805-1318

VENDOR-V07

Ansell Healthcare Products  
200 Schulz Drive  
Red Bank, NJ 07701  
Contact Person: Christine Murphy  
Phone #: 800-232-1309, Ext. 5338  
Fax #: 732-219-5127

VENDOR- V08

Total Access Group Inc.  
1671 E. Saint Andrews Place  
Santa Ana, CA 92705  
Contact Person: David Franco  
Phone#: 800-320-3716 Ext. 204  
Fax#: 714-259-9202

**4. SHIPPING TERMS:**

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F.O.B. destination.

5. **DELIVERY AND PICKUP:**

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**Minimum Order:** Morris Siegel has a \$50.00 minimum order requirement

**Delivery Times:**

<b>All State Distributors:</b>	<b>30 Days ARO</b>
<b>Bob Barker Company:</b>	<b>30 Days ARO</b>
<b>Morris Siegel:</b>	<b>14 Days ARO</b>
<b>Amercure Products:</b>	<b>10 Days ARO</b>
<b>American Amenities:</b>	<b>10 Days ARO</b>
<b>Bert Drobbin Company:</b>	<b>30 Days ARO</b>
<b>Ansell Healthcare Products:</b>	<b>10 Days ARO</b>
<b>Total Access Group Inc:</b>	<b>10 Days ARO</b>

6. **PRICING:**

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Prices will remain firm for the term of the contract year.  
**SEE ATTACHED EXCEL SPREADSHEET**

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING:**

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

**8. PAYMENT:**

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

**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. REQUIREMENTS:**

This contract will be issued to cover the Personal Care Products requirements for all state agencies.

**12. HOLD HARMLESS:**

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

**13. NON-PERFORMANCE:**

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

**14. FORCE MAJEURE:**

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

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

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