



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 1, 2011

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 EFFECTIVE NOVEMBER 8, 2011**
CONTRACT NO. GSS11575-PERSONAL_CARE
PERSONAL CARE PRODUCTS

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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 contractor's contract shall be valid for a one (1) year period from October 1, 2011 through September 30, 2012. 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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All State Distributors 190 Crystal Run Road Middletown, NY 10941 Contact: Andrew Pskowski custserv@allstatedistributors.com Phone: (845) 692-7130 Fax: (845) 692-7150 FSF #: 0000003270 (Contract Vendor 01)		Total Access Group 1671 E. Saint Andrew Place Santa Ana, CA 92705 Contact: David Franco service@totalaccessgroup.com Phone: (800) 320-3716 Fax: (714) 259-9202 FSF#: 0000035180 (Contract Vendor 02)
Advanced Educational Products 2495 Main Street, Suite 230 Buffalo, NY 14214 Contact: Renee Larcom orders@aepbooks.com Phone: (800) 311-1522 Fax: (716) 446-5642 FSF#: 0000004171 (Contract Vendor 03)	Americare Products 17611 128 th Place NE Woodinville, WA 98702 Contact: Julie Siegel Julie@americareproducts.net Phone: (800) 556-6322 Fax: (800) 525-4042 FSF#: 0000107652 (Contract Vendor 04)	Interline Brands Db a AmSan Mid-Atlantic 80 Twinbrige Drive Pennsauken, NJ 08110 Contact: Barbara Formichelli bids@amsan.com Phone: (856) 317-9500 Fax: (856) 317-9802 FSF #: 0000013340 (Contract Vendor 05)

Vendors continued next page:

Award Notice

Contract No.: GSS11575-PERSONAL_CARE

<p>Ansell Healthcare 200 Schulz Drive Red Bank, NJ 07701 Contact: Customer Relations customerrelations@ansell.com Phone: (800) 327-8659 Fax: (800) 722-8155 FSF# 0000022187 (Contract Vendor 06)</p>	<p>Bob Barker Company 134 N. Main Street Fuquay Varina, NC 27526 Contact: Kevin Fields kevinfields@bobbarker.com Phone: (800) 334-9880 Fax: (800) 322-7537 FSF#: 0000032003 (Contract Vendor 07)</p>	<p>Morris Siegel / Service Solutions 4131 Amos Avenue Baltimore, MD 21215 Contact: Stanley Friedman stanfriedmanmsw@comcast.net Phone: (410) 764-1074 Fax: (410) 764-1989 FSF#: 0000030361 (Contract Vendor 08)</p>
<p>Ocuture, LLC 11930 Canby Park Drive Houston, TX 77047 Contact: Craig Davis craig.davis@ocuture.com Phone: (484) 300-2424 Fax: (832) 615-4712 FSF#: 000101688 (Contract Vendor 09)</p>	<p>Steris 5960 Heisley Road Mentor, OH 44060 Contact: Julie Dengate Julie_Dengate@steris.com <small>(underscore between names)</small> Phone: (800)-548-4873 Fax: (440) 639-4550 FSF#: 0000021714 (Contract Vendor 10)</p>	<p>Wholesale Janitor Supply 26 Germay Drive Wilmington, DE 19804 Contact: Dominick Ferrari sales@wholesalejanitor.com Phone: (302) 655-5722 Fax: (302) 655-5724 FSF#: 0000025403 (Contract Vendor 11)</p>
<p>American Amenities Inc. 17280 Woodinville-Redmond Rd. NE Ste 804 Woodinville, WA 98072 Contact: Larry Kong larry@aai-info.com Phone: (425) 489-1899 Fax: (425) 487-2939 FSF: 0000035057 (Contract Vendor 12)</p>	<p>Don Lee Margin Corporation 9435 Tiger Road Seaford, DE 19973 Contact: Crystal Chambers DLMCORP2@aol.com Phone: (800)338-0271 Fax: (302) 629-8116 FSF#: 0000024712 (Contract Vendor 13)</p>	

4. SHIPPING TERMS:

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F.O.B. destination.

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5. DELIVERY AND PICKUP:

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Delivery Times for Stock Items:

All State Distributors 2-7 days ARO		Total Access Group 7-10 Days ARO
Advanced Educational Products 14-21 days ARO	Amercare Products 5 days ARO	Interline Brands <u>Db</u> <u>AmSan Mid-Atlantic</u> 5-7 days ARO
Ansell Healthcare 7-10 days ARO	Bob Barker Company 5-15 days ARO	Morris Siegel 3-5 Days ARO
Ocuture, LLC 3 days ARO American Amenities 7-14 days ARO	Steris 5-7 days ARO	Wholesale Janitor Supply 3 days ARO
American Amenities 7-14 days ARO	Don Lee Margin Corporation 7 days ARO	

6. PRICING:

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Prices will remain firm for the initial contract term.

SEE ACCOMPANYING EXCEL SPREADSHEET for detail of pricing and which products are awarded to each vendor.

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 is issued to cover the Personal Care Products requirements for all covered 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>.