



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 30, 2011

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

FROM: Michael Bacu
STATE CONTRACT PROCUREMENT OFFICER
302-857-4522

SUBJECT: **AWARD NOTICE – Addendum #1**
CONTRACT NO. GSS11603A-JNTRL_SUPPL
Janitorial and Cafeteria Supplies

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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 Vendor's contract shall be valid through November 30, 2012. Kitchen Chemicals section will take effect December 1, 2011 while all sections will take effect October 1, 2011. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, 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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| <p>GSS11603A-JNTRL_SUPPLV01 A.E. Moore Janitorial, Inc. 25872 W. State St. Millsboro, DE 19966 POC: Sherry Jones PH: 302-934-7055 Email: sjones@aemoorejanitorial.com FSF#: 0000021326</p> | <p>GSS11603A-JNTRL_SUPPLV02 Aladdin Temp-Rite, LLC 250 E. Main St. Hendersonville, MD 37075 POC: Customer Service PH: 800-888-8018 (opt. 5) Email: orders@aladdin-atr.com FSF#: 0000001441</p> | <p>GSS11603A-JNTRL_SUPPLV03 Calico Industries, Inc. 9045 Junction Dr. Annapolis, MD 20701 POC: Michael Heverly PH: 800-638-0828 Email: bids@calicoindustries.com FSF#: 0000002999</p> |
| <p>GSS11603A-JNTRL_SUPPLV04 Hillyard Delaware Valley 40 Ash Circle Warminster, PA 18974 POC: Customer Service PH: 888-994-7272 Email: philadelphpia@hillyard.com FSF#: 0000023746</p> | <p>GSS11603A-JNTRL_SUPPLV05 Interboro Packaging Corp. 114 Bracken Rd. Montgomery, NY 12549 POC: Rachel Loeb PH: 845-457-2700 Email: Interboro@frontiernet.net FSF#: 0000104327</p> | <p>GSS11603A-JNTRL_SUPPLV06 Naturally Green Products, LLC 485 S. Kirkman Rd., Suite 201 Orlando, FL 32811 POC: Maria Martinez PH: 800-860-4733 Email: maria@naturally-greenproducts.com FSF#: 0000104375</p> |
| <p>GSS11603A-JNTRL_SUPPLV07 Ocuture 11930 Camby Park Dr. Houston, TX 77047 POC: Craig Davis PH: 484-300-2424 Email: craig.davis@ocuture.com FSF#: 0000101688</p> | <p>GSS11603A-JNTRL_SUPPLV08 Sanolite Corporation 26 Papetti Plaza Elizabeth, NJ 07207 POC: 0000002120 PH: 800-221-0806 Email: sherman@sanolite.com FSF#: 0000002120</p> | <p>GSS11603A-JNTRL_SUPPLV09 Staples Contract & Commercial 500 Staples Dr. Framingham, MA 01702 POC: Data Entry PH: 888-334-0328 Email: governmentteam@staples.com Website: http://www.staplesadvantage.com/ FSF#: 0000000955</p> |

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| GSS11603A-JNTRL_SUPPLV10 Wholesale Janitor Supply Co., Inc. 26 Germay Dr. Wilmington, DE 19804 POC: Dominick Ferrari PH: 302-655-5722 Email: sales@wholesalejanitor.com FSF#: 0000025403 | GSS11603A-JNTRL_SUPPLV11 Xpedx – Harrisburg 211 House Ave. Camp Hill, PA 17011 POC: Eric Braley PH: 443-945-5489 Email: eric.braley@ipaper.com FSF#: 0000002545 | |
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Refer to Pricing Spreadsheet for sections awarded and discount offerings for non-core items.

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY:

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- a. **FOOD:** Any vendors awarded this contract that also has the capabilities of providing food are hereby directed that food items cannot be delivered on the same truck as chemicals delivered under this contract.
- b. **PARTIAL SHIPMENT:** Government Support Services is requiring that all partial deliveries be made for in-stock items in a timely manner. Do not hold items until an order is complete. Ship all in-stock and out of stock items as soon as they are received.
- c. **OTHER THAN SPECIFIED:** Vendors delivering other than the brand and packaging specified in their bid will have their product(s) refused and returned at the vendor's expense shortly thereafter. The items will be purchased on the open market and the defaulting vendor charged the difference between the contract price and the price paid.

6. PRICING:

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

Awarded pricing can be found in Excel document – Pricing 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 Janitorial and Cafeteria supplies requirement for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

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>.

16. BACK ORDERS

It is the responsibility of the vendor to notify the ordering agency regarding any stock back orders 24 hours prior to delivery of the ordered items. All back orders must be delivered within 5 days of notification.

17. INSPECTION

Within five (5) working days of delivery the material will be inspected, and if found to be defective or it fails in any way to meet the specifications or approval of the user committee, the items may be rejected and/or returned. All shortages must be reported to the vendor within five (5) working days of receipt and replaced by the vendor within five (5) days of the report.

18. LABELING & PACKAGING

All items shall be packaged and labeled in accordance with accepted trade practices in sufficiently sturdy and clean containers. Shipping cases shall be marked to show the name of the supplier, name and address of the receiving agency and the State Purchase Order Number. Itemized packaging list is to accompany all shipments.

19. PRODUCT AVAILABILITY

Vendors must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements. 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 if available at the contract price.

20. CUSTOMER SERVICE

The Supplier(s) shall provide each of the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred).

21. ACCOUNT MANAGEMENT

Once an account has been identified as being eligible to access the contract, the Supplier is expected to be able to correctly apply the appropriate pricing schedule to all invoices for that account. The Supplier shall designate one Inside Account Representative to service all of the State accounts to insure the uniform pricing. This representative shall support all reporting requirements of the Contract Officer in Government Support Services, Office of Management and Budget supporting this contract.

The Supplier(s) shall commit to periodic (quarterly, semi-annually or annually) reviews of internal customer satisfaction and shall make consistent efforts to improve customer satisfaction.