STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 6, 2012

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE – Addendum # 4 – Effective August 20, 2013**
CONTRACT NO. GSS12693-BRIEFS
Incontinent Briefs

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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a. **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, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

b. Under Title 29 §6933, the State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the State of Colorado, under the National Association of State Procurement Officer (NASPO)/Western States Contracting Alliance (WSCA) for the procurement of Incontinent Briefs.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid through August 14, 2013. Each contract may be renewed for six (6) 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. If the State of Arkansas exercises the option, Delaware will provide written notice to Manufacturer prior to the end of the current term. Total term of contract shall not to exceed seven (7) years.

This contract has been extended through August 14, 2014.

3. VENDORS

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GSS12693-BRIEFSV01 Arkansas State Contract # 4600027444/SP-12-0039 FSF Vendor ID: 0000159738 Binson's Hospital Supplies, Inc. 26834 Lawrence Street Center Line, MI 48015-1269 Attn: Robbyn J. Martin Phone: 586-755-2300, Ext 3453 Fax: 586-755-2322 Email: robbynm@binsons.com Website: www.binsons.com
GSS12693-BRIEFSV02 Arkansas State Contract # 4600027445/SP-12-0039 FSF Vendor ID: 0000022390 First Choice Medical Supply, LLC 127 Interstate Dr.

Richland, MS 39218-9485 Attn: Stacey Holt Phone: 800-809-4556 or 601-949-2981 Fax: 800-921-2334 Email: stacy.holt@fcms.com Website: http://fcms.com/ Orders/Customer Service: Phone: 800-809-4556 Fax: 800-921-2334 Website: www.fcms.com (with login and password) Emergency Contact: Robin Wilson Phone: 800-809-4556 Cell: 601-624-4759 Email: robin.wilson@fcms.com
GSS12693-BRIEFSV03 Arkansas State Contract # 4600027439 FSF Vendor ID: 0000022105 Medline Industries, Inc. One Medline Place Mundelein, IL 60060-4485 Attn: Marsha Cori Phone: 847-643-4928 or 866-212-2822 Fax: 847-643-4928 Email: mcori@medline.com Website: www.medline.com

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid. Responsibility and liability for loss or damage will remain with contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

5. DELIVERY AND PICKUP

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Purchasing entities reserve the right to inspect Goods provided under this Agreement at all reasonable times and places during the term of the Master Price Agreement and Participating Addendum. If any of the Goods do not conform to Master Price Agreement, as amended by the participating Addendum and Order, requirements, the Purchasing Entity will require Manufacturer, directly or through its Distributor, to promptly provide the Goods again in conformity with the Master Price Agreement, as amended by the Participating Addendum and Order, requirements, at no additional cost to the Purchasing Entity. This remedy shall in no way limit the remedies available to the Purchasing Entity in other provisions of the Master Price Agreement, the Participating Addendum, or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the Purchasing Entity, at its option, in lieu of or in conjunction with the preceding measures.

6. PRICING

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Prices will remain firm for the term of the initial contract year. See Pricing Sheets.

ADDITIONAL TERMS AND CONDITIONS

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7. PRODUCT REQUIREMENTS

Standard Brief	Product Performance					
	Size	Maximum	Minimum	WaistROA	Rewet Capacity	
	inches	inches	inches	<seconds	<grams	>grams
Youth	21.0	15.0	15"-22"	45.0	0.51	100
Small	26.0	17.5	20"-31"	45.0	0.51	300
Medium	31.0	24.0	32"-44"	45.0	0.51	500
Regular	33.0	27.0	40"-48"	45.0	0.51	800
Large	36.5	29.5	45"-58"	45.0	0.52	100
Extra Large	38.0	31.0	56"-64"	45.0	0.52	100
Extra Extra Large	38.0	33.5	62"-67"	45.0	0.52	100

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

a. 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.

b. The Manufacturer, its designated Distributor or agent shall accept a government issued or "P-Card" or any similar payment instrument, as an accepted method of purchase and payment against the Master Price Agreement.

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. RETURN OF ITEMS

Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance, shall be returned at Contractor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge. If the original packaging cannot be utilized for the return, Contractor will supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage will be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail; and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable supplies; or the Ordering Entity shall receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

Supplies ordered in error by the Ordering Entities will be returned for credit within fifteen (15) days of receipt, at Ordering Entity's expense. However, they must be in a resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

13. GUARANTY

All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

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.

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.