



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 1, 2013

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

FROM: ANNETTE OPALCZYNSKI
PURCHASING SERVICES COORDINATOR
302-255-9295

SUBJECT: **AWARD NOTICE-ADDENDUM #3 -EFFECTIVE FEBRUARY 4, 2014**
CONTRACT NO. GSS13575-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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904 (l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this contract.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from October 1, 2013 through September 30, 2014. Each contract may be renewed for two (2) additional one (1) year periods 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: Julie Goldman jg@allstatedistributors.com Phone: (845) 692-7130 Ext. 21 Fax: (845) 804-5698 FSF #: 0000003270 (Contract Vendor 01)	Alpha Medical Distribution 201 Ruthar Drive, Suite 6 Newark, DE 19711 Contact: Robert Quinn robertquinn@alphamedical.us Phone: (302) 738-0281 Fax: (302) 738-9247 FSF#: 0000082071 (Contract Vendor 02)	Global Protection 12 Channel Street, 4 th Floor Boston, MA 02210 Contact: Laura Grillo laura@globalprotection.com Phone: 617-946-2800, Ext. 26 Fax# : 617-946-3246 FSF#0000182901 (Contract Vendor 03)
Phoenix Trading Company Dbas Americare Products 17661 128 th Place NE Woodinville, WA 98702 Contact: Julie Siegel Julie@americareproducts.net Phone: (800) 556-6322 Fax: (800) 525-4042 FSF#: 0000035044 (Contract Vendor 04)	Interline Brands Dbas AmSan Mid-Atlantic 80 Twinbrige Drive Pennsauken, NJ 08110 Contact: Bob Banks bids@amsan.com Phone: (856) 317-9500 or 609-226-0617 Fax: (856) 317-9802 FSF #: 0000013340 (Contract Vendor05)	Healthcare Equipment & Parts Co. Dbas Med-Part 1901 10 th Avenue Brooklyn, NY 11215 Contact: Molly Rochester molly@medpart.com Phone: 718-436-5100 Ext. 32 Fax#: 718-436-3680 FSF#:0000082067 (Contract Vendor 06)

Vendors continued next page:

Award Notice

Contract No.: GSS13575-PERSONAL_CARE

<p>Bob Barker Company 134 N. Main Street Fuquay Varina, NC 27526 Contact: Crystal Ray crystalray@bobbarker.com Phone: (800) 334-9880 Fax: (800) 322-7537 FSF#: 0000032003 (Contract Vendor 07)</p>	<p>The Burmax Company 28 Barretts Ave. Holtsville, NY 11742 Contact: Nancy Annonio n.annonio@burmax.com Phone: (800) 645-5118 Ext. 279 Fax: (631-289-7590 FSF: 0000002633 (Contract Vendor 08)</p>	<p>Care Supplies 67 Ascension Street Passaic, NJ 07055 Contact: Christina Albino christina@caresup.com Phone: 212-616-6000 Ext. 102 Fax :800-385-7436 FSF: 0000138660 (Contract Vendor 09)</p>
<p>Steris Corporation 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>American Amenities Inc. 19510 144th Avenue N.E. Suite C-7 Woodinville, WA 98072 Contact: Andy Chuang Andy@aai-info.com Phone: (425) 489-1899 Fax: (425) 487-2939 FSF: 0000035057 (Contract Vendor 11)</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 3-7 days ARO	Alpha Medical Distribution 7 days ARO	Burmax Company 14 days ARO
Health Care Equipment & Parts Dbas <u>Med-Part</u> 7 days ARO	Phonenix Trading Co Dbas <u>Amercare Products</u> 10 days ARO	Interline Brands <u>Dbas AmSan Mid-Atlantic</u> 5-7 days ARO
Care Supplies 14 days ARO	Bob Barker Company 5-15 days ARO	Global Protection 10 Days ARO
American Amenities 14 days ARO	Steris 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>.