STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 1, 2013

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

FROM: THERESA NEWMAN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4552

SUBJECT: **AWARD NOTICE - Addendum #8- Effective July 1, 2018- extending contract through July 31, 2018**
CONTRACT NO. GSS13603-JNTRL_SUPPL
Janitorial and Cafeteria Supplies

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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.

2. CONTRACT PERIOD

Each contractor's contract shall be valid for an eighteen (18) months period from December 1, 2013 through June 30, 2015. Each contract may be renewed for four (4) 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.

This contract has been extended through June 30, 2016 under the same terms and conditions.

This contract has been extended through June 30, 2017 under the same terms and conditions.

This contract has been extended through June 30, 2018 under the same terms and conditions.

This contract has been extended through July 31, 2018 under the same terms and conditions.

3. VENDORS

GSS13603-JNTRL_SUPPLV01 **Acme Paper & Supply Co., Inc**. 8229 Sandy Court, P.O. Box 422 Savage MD, 20763 POC: Barbara Quoss PH: 800-462-5812, ext 1230 bquoss@acmepaper.com FSF# 0000196239	GSS13603-JNTRL_SUPPLV06 **Calico Industrial Supply, LLC** 9045 Junction Dr. Annapolis, MD 20701 POC: Jim Maguire PH: 800-638-0828 Alt Phone: 410-337-2898 jmaguire@calicoindustries.com FSF#: 0000327812	GSS13603-JNTRL_SUPPLV03 **Cooks Direct, Inc.** 27725 Diehl Rd Warrenville, IL 60555 POC: Teri Teclaw PH: 800-956-6822 tteclaw@cooksdirect.com FSF#: 0000022327
~~GSS13603-JNTRL_SUPPLV04~~ ~~**Sam Tell and Son, Inc.**~~ ~~300 Smith Street~~ ~~Farmingdale, NY 11735~~ ~~POC: Fred Smilow~~ ~~PH: 631-501-9700, x1112~~ ~~fsmilow@samtell.com~~ ~~FSF#: 0000002653~~	GSS13603-JNTRL_SUPPLV05 **State Janitorial Supply Co.** 525 Otis Dr. Dover, De 19901 POC: Chris LeBendig PH: 302-734-4814 clebendig@statejanitorial.com FSF#: 0000024532	

4. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

5. DELIVERY AND PICKUP

Food items cannot be delivered on the same truck as chemicals delivered under this contract.

Partial deliveries will 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.

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.

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.

Delaware School Districts may choose to utilize this contract, and may require specific delivery restrictions. Schools are commonly in residential areas, and cannot safely accept large delivery vehicles. Concerns with child safety during school hours, availability of loading docks, and limited time periods deliveries can be accepted by school personnel are requirements vendors shall accommodate without additional cost to the State.

6. PRICING

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

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. PURCHASE ORDERS

Agencies are required to identify the contract number GSS13603-JNTRL_SUPPL on all Purchase Orders (P.O) and shall complete the same when entering P.O. information in the State's Financial Reporting System.

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. HOW TO USE THIS CONTRACT

Core Item Lists: These are items commonly purchased, awarded at a fixed price for the current contract term. The awarded vendors will provide these items as shown. If the item you need is not listed on the core list, refer to the Catalog Discount Tab in the pricing spreadsheet.

Catalog Discounts: Awarded vendors have opened their catalogs at a pricing discount as stated in the pricing spreadsheet tab. Contact the vendors directly to purchase needed items they can provide. Ensure your final pricing reflects the discount offered. All efforts shall be utilized to accommodate your needs with the full offerings of the awarded vendors.

This contract is a mandatory use contract for Janitorial and Cafeteria Supplies. Each awarded vendor must be utilized to the fullest extent possible for items pertaining to their award. Specific brand preference in itself it not justification to deviate from this contract, as stated in Del Code Title 29, Chapter 69, § 6932, "All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the agency's needs and shall not be unduly restrictive."

Vendor award is by category as provided below.

Cleaning Supplies:
Acme Paper & Supply Co.
~~Sam Tell and Son~~
State Janitorial Supply Co.

Paper & Plastic:
State Janitorial Supply Co.
Acme Paper & Supply Co.
~~Sam Tell and Son~~
Calico Industries

Kitchen Items:
~~Acme Paper & Supply Co.~~
Calico Industries
~~Sam Tell and Son~~

Green:
Acme Paper & Supply Co.

Institutional Smallware:
~~Acme Paper & Supply Co~~
Calico Industries
Cooks Direct
~~Sam Tell and Son~~

13. 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.

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.

18. PRODUCT AVAILABILITY

Vendors will not cancel products without an equal and acceptable replacement approved by a designated State of Delaware representative. Manufacturer's discontinuation of any products must be communicated to Contract Users within five (5) business days. 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.

19. CUSTOMER SERVICE

The Vendors shall provide each of the Contract Users a single, local point of contact to handle questions or problems that may arise. Customer Service Representatives must be available during normal business hours (8-4 M-F). All service representatives must be capable of providing 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).

20. WARRANTY

All items shall be guaranteed against all defects in workmanship and material as provided by the manufacturer's standard warranty.

The vendor shall replace any defective item within fifteen (15) days of notifications in writing or by fax by the agency at no charge to the State.

21. MATERIAL SAFETY DATA SHEETS (MSDS)

A copy of the MSDS must be furnished at time of delivery.

22. GREEN ENVIRONMENTALLY FRIENDLY PRODUCTS

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps.

Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
  - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
  - Environmental Choice CCD-110, for cleaning and degreasing compounds
  - Environmental Choice CCD-146, for hard-surface cleaners

    - Environmental Choice CCD-148, for carpet and upholstery care.

- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
    - Green Seal GS-40, for industrial and institutional floor-care products
    - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
    - Environmental Choice CCD-113, for drain or grease-trap additives
    - Environmental Choice CCD-115, for odor-control additives
    - Environmental Choice CCD-147, for hard-floor care
    - California Code of Regulations maximum allowable VOC levels for the specific product category.

- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
    - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
    - Green Seal GS-09, for paper towels and napkins
    - Green Seal GS- 01, for tissue paper
    - Environmental Choice CCD-082, for toilet tissue
    - Environmental Choice CCD-086, for hand towels
    - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.

- Hand soaps meet one or more of the following standards:
    - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
    - Green Seal GS-41, for industrial and institutional hand cleaners
    - Environmental Choice CCD-104, for hand cleaners and hand soaps.