



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

October 1, 2014

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 –AUGUST 1, 2016**  
CONTRACT NO. GSS14575-PERSONAL\_CARE  
PERSONAL CARE PRODUCTS

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**SPECIAL NOTICE:**

Ordering Agencies should review the Award Notice and Pricing Spreadsheet for **both** GSS14575-PERSONAL\_CARE **and** GSS14575A-PERSONAL\_CARE for complete item availability.

**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, 2014 through September 30, 2015. 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.

**Please Note: This contract has been renewed for one year, through September 30, 2016.**

**3. VENDORS:**

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<p>All State Distributors 190 Crystal Run Road Middletown, NY 10941 Contact: Patricia Nurse <a href="mailto:pn@allstatedistributors.com">pn@allstatedistributors.com</a> Phone: (845) 692-7130 Fax: (845) 804-5698 FSF #: 0000003270</p> <p><b>(Contract Vendor 01)</b></p>	<p>Steris Corporation 5960 Heisley Road Mentor, OH 44060 Contact: Eric Mahon <b><a href="mailto:Eric.Mahon@steris.com">Eric.Mahon@steris.com</a></b> <small>(underscore between names)</small> Phone: 443-521-1606 Fax: (440) 392-8902 FSF#: 0000021714</p> <p><b>(Contract Vendor 02)</b></p>	<p>Global Protection 12 Channel Street, 4<sup>th</sup> Floor Boston, MA 02210 Contact: Laura Grillo <a href="mailto:laura@globalprotection.com">laura@globalprotection.com</a> Phone: 617-946-2800, Ext. 26 Fax# : 617-946-3246 FSF#0000182901</p> <p><b>(Contract Vendor 03)</b></p>
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Phoenix Trading Company <b>Db</b> <b>Amerc</b> <b>Products</b> 17661 128 <sup>th</sup> Place NE Woodinville, WA 98702 Contact: Julie Siegel <a href="mailto:Julie@amercareproducts.net">Julie@amercareproducts.net</a> Phone: (800) 556-6322 Fax: (800) 525-4042 FSF#: 0000035044 (Contract Vendor 04)	Interline Brands <b>Db</b> <b>AmSan Mid-Atlantic</b> 804 East Gate Drive Mt. Laurel, NJ 08054 Contact: Doug Bishop <a href="mailto:dbishop@amsan.com">dbishop@amsan.com</a> Phone: (856) 533-3267 202-744-4263 Fax: (856) 317-9802 FSF #: 0000013340 (Contract Vendor05)	Healthcare Equipment & Parts Co. <b>Db</b> <b>Med-Part</b> 1901 10 <sup>th</sup> Avenue Brooklyn, NY 11215 Contact: Amanda Rodriguez <a href="mailto:Amanda@medpart.com">Amanda@medpart.com</a> Phone: 718-436-5100 Fax#: 718-436-3680 FSF#:0000082067 (Contract Vendor 06)
<b>Bob Barker Company</b> <b>134 N. Main Street</b> <b>Fuquay Varina, NC 27526</b> <b>Contact: Katy Anderson</b> <a href="mailto:katyanderson@bobbarker.com">katyanderson@bobbarker.com</a> <b>Phone: (919) -753-1656</b> <b>Fax: (800) 322-7537</b> <b>FSF#: 0000032003</b>  (Contract Vendor 07)	Philip Rosenau Co. Inc. 750 Jacksonville Road Warminster, PA 18974 Contact: Rita Clendaniel <a href="mailto:rcleandaniel@philiprosenau.com">rcleandaniel@philiprosenau.com</a> Phone: 302-322-3952, Ext. 167 Cell: 215-956-1980 Fax: 215-956-0864 FSF#: 0000017922  (Contract Vendor 08)	Charm-Tex 1618 Coney Island Avenue Brooklyn, NY 11230 Contact: Jannette Riveria <a href="mailto:jannette@charm-tex.com">jannette@charm-tex.com</a> Phone: 718-221-3147, Ext. 121 Fax: 718-258-8303 FSF#: 00001807070  (Contract Vendor 09)

4. **SHIPPING TERMS:**

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F.O.B. destination.

5. **DELIVERY AND PICKUP:**

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**Delivery Times :**

All State Distributors 3-7 days ARO 14 Days for non-stock items	Bob Barker Company 5-15 days ARO 20-60 days for non-stock items	Steris Corporation 7 days ARO
Health Care Equipment & Parts Db <b>Med-Part</b> 7 days ARO 10 days for non-stock items	Phonenix Trading Co Db <b>Amerc</b> <b>Products</b> 10 days ARO 14 days for non-stock items	Interline Brands <b>Db</b> <b>AmSan Mid-Atlantic</b> 5-7 days ARO 7-10 for Non-stock items
Philip Rosenau 7 Days ARO 14 Days for non-stock items	Charm-Tex 7 days ARO 30 days for non-stock items	Global Protection 10 Days ARO

6. **PRICING:**

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Prices will remain firm for the initial contract term.

**PLEASE SEE THE ACCOMPANYING EXCEL SPREADSHEET TO VIEW THE PRICING AND WHICH PRODUCTS WERE AWARDED TO EACH VENDOR.**

**Please note:** Some items have been awarded to more than one vendor. Where a “**dual award**” is indicated, please reference the pricing spreadsheet for Contract# GSS14575A-Personal\_Care to view the alternate vendor. In addition, for some items, “no award” was made. To view the pricing information for these items, please reference the pricing spreadsheet for Contract# GSS14575A-Personal\_Care.

**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. PURCHASE ORDERS:**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14575-Personal\_Care on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**12. REQUIREMENTS:**

This contract is issued to cover the Personal Care Products requirements for all covered State agencies.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

Award Notice

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- 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>.