



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 30, 2017

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

FROM: KIMBERLY JONES
STATE CONTRACT PROCUREMENT OFFICER
302-857-4584

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS16161-LAUNDRY
Laundry Supplies and Equipment

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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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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

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Each contractor's contract shall be valid for a two (2) year period from February 1, 2017 through January 31, 2019. Each contract may be renewed for three (3) 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. VENDOR

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Diamond Chemical Company Inc.

FSF ID#: 0000011647
Union Avenue and DuBois Street
East Rutherford, NJ 07073

Order Contact: Chelsea Cooper
Phone No. 201-806-1551
Fax: 201-935-6997
Email: ccooper@diamondchem.com

Service Contact: Matt Light
Phone No. 800-654-7627, ext 1617
Fax: 201-935-6997
Email: mlight@diamondchem.com

Website: <http://www.diamondchem.com>

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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The successful vendor(s) agrees to deliver FOB Destination, freight prepaid to the ordering agency. All material covered by this contract is to be delivered within seven (7) calendar days of the date the order was placed. Vendor(s) will be required to make delivery of back ordered item(s) within seven (7) calendar

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days. Partial orders may be accepted provided the vendor has notified the ordering agency and given consent prior to delivery. Delivery of material purchased will be made to the ordering agency at the location designated on the (purchase) order. Delivery information will be faxed, phoned, or e-mailed to the Laundry Manager or designee at each location, a minimum of one (1) business day prior to actual departure from their business premises.

6. PRICING

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

The pricing sheet can be accessed from the contract details page.

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 GSS16161-LAUNDRY 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 will be issued to cover the Laundry Supplies and Equipment requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

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.
- 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>.

17. INSPECTION

Upon delivery, the material will be inspected by each receiving agency and if found defective at time of delivery, will be rejected or returned. If found to be defective, or it fails in any way to meet specifications as indicated, after delivery, the agency shall have thirty (30) days to notify the vendor of such failure(s). All shortages must be reported to the vendor within five (5) days of delivery, and replacements made by the vendor within seven (7) days of notification by the ordering agency.

18. DISCONTINUED ITEMS

In the event an item on the contract becomes unavailable, the vendor must notify Government Support Services promptly. 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 at or below the current contract price.

19. PACKAGING OF DELIVERIES

The manufacturer's standard new containers shall be durable enough to ensure safe delivery. The construction and labeling of these containers shall allow ready acceptance by common carriers regularly engaged in interstate commerce. All containers specified herein shall be so designed and constructed that product shall not affect nor shall it be affected by the container in which it is furnished. Containers shall not have defects affecting serviceability such as rust spots, dents or weak seams. All deliveries shall be clearly marked with agency purchase order number and labeled as specified herein.

Shipments not in accordance with the above may be refused or returned to contractor freight collect.

It shall be the vendor's responsibility to pick-up and dispose of any empty liquid or powder chemical containers when deliveries are made.

20. LABELING

Permanently affixed to each container and to each case shall be manufacturer's standard identification commercial typeset label which shall be in compliance with the Federal Hazardous Substances Labeling Act and applicable O.S.H.A. requirements.

Label shall resist deterioration and remain affixed to the container and legible until packaging is empty.

Label shall clearly indicate at least the following:

- a) Generic identification of product therein
- b) Name and address of manufacturer
- c) Trade/brand name of product therein
- d) Warning statement and precautionary handling instructions
- e) Recommended antidotal action information as required
- f) The statement: "Protect from Freezing" (as applicable)
- g) Manufacturer's directions for use in detail
- h) Net contents in U.S. standard pounds, ounces, gallons or fluid ounces
- i) Active ingredient claim as required