



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 1, 2016

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 8, 2016**
CONTRACT NO. GSS16575-PERSONAL_CARE
PERSONAL CARE PRODUCTS

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OF
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, 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 two (2) year period from October 1, 2016 through September 30, 2018. Each contract may be renewed for three (3) 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: Cassandra Albero calbero@allstatedistributors.com Phone: (845) 692-7130 (800)-257-6617 Fax: (845) 804-5698 FSF #: 0000003270	Veritiv Operating Company 211 House Avenue Camp Hill, PA 17055 Contact: Tricia Granda Tricia.Granda@veritivcorp.com Phone: (866) 824-5622 Ext. 3778 Fax: (800) 493-9250 FSF #: 0000002977	Bob Barker Company 134 N. Main Street Fuquay Varina, NC 27526 Contact: Katy Anderson katyanderson@bobbarker.com Phone: (919) 753-1656 Fax: (800) 322-7537 FSF#: 0000032003
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	Keefe Group Dbas Keefe Supply Company 301 Mill Road Edison, NJ 08837 Contact: James Kajosaj jkajosaj@keefegroup.com Phone: (732) 509-0128 (732) 248-2323 Fax: (314) 963-8703 FSF#: 0000023642	Care Supplies, llc 217 Brook Avenue Suite 18 Passaic, NJ 07055 Contact: Christina Albino christina@caresup.com Phone: (212)-616-6000 ext. 102 Fax #: 800-385-7436 FSF#: 0000138660

Steris Corporation 5960 Heisley Road Mentor, OH 44060 Contact: Julie Dengate Julie_Dengate@steris.com (underscore between names) Phone: (800)-548-4873 Fax: (440) 639-4550 FSF#: 0000021714	American Amenities Inc. 19510 144 th 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	Phoenix Trading Company Db a Amercare Products 17661 128 th Place NE Woodinville, WA 98702 Contact: Julie Siegel Julie@amercareproducts.net Phone: (800) 556-6322 Ext. 1000 Fax: (800) 525-4042 FSF#: 0000035044
Advanced Educational Products 2495 Main Street, Suite 230 Buffalo, NY 14214 Contact: Leah Hambridge lbutzek@aeppersonalcare.com Phone: (800)-311-1522 ext. 30 (716) 446-0739 Ext. 30 Fax#: 716-446-5642 FSF#: 0000004171	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	ICS Jail Supplies, Inc. P.O. Box 21056 Waco, TX 76702 Contact: Maegan Eisenman bids@icswaco.com Phone: (254) 751-1566 (800)524-5427 Fax#: (254)-751-0299 FSF#: 0000095346
Maxi Aids, Inc. 42 Executive Blvd. P.O. box 3209 Farmingdale, NY 11735 Contact: Andrew Strauss bids@maxiaids.com Phone: (800) 522-6294 Ext.312 (631) 752-1148 Ext. 312 Fax #: (631) 752-0689 FSF#: 0000002183		

4. **SHIPPING TERMS:**

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F.O.B. destination.

****Please Note:** The following vendors have a \$50.00 minimum order: ICS Jail Supplies and Maxi Aids.

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
Phonenix Trading Co Dba <u>Amercare Products</u> 10 days ARO 21 days for non-stock items	Maxi Aids 5 days ARO 10 days for non-stock items	Veritiv Operating Company 10 days ARO 15 days for non-stock items
Global Protection 10 Days ARO	American Amenities 30 days ARO	Advanced Educational Products 7 days ARO 21 days for non-stock items
Burmax Company 10 days ARO 14 days for non-stock items	Care Supplies 5 days ARO 10 days for non-stock items	Keefe Supply 5 days ARO 10 days for non-stock items
ICS Jail Supplies 5 days ARO 21 days for non-stock items		

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 WHICH VENDORS.

Please note: Some items have been awarded to more than one 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. PURCHASE ORDERS:

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16575-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.
- 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>.