



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 #4-EFFECTIVE AUGUST 19, 2016**  
CONTRACT NO. GSS16575-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 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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<p><b>All State Distributors</b>            190 Crystal Run Road            Middletown, NY 10941            Contact: Cassandra Albero  <a href="mailto:calbero@allstatedistributors.com">calbero@allstatedistributors.com</a>            Phone: (845) 692-7130            (800)-257-6617            Fax: (845) 804-5698            FSF #: 0000003270</p>	<p><b>Veritiv Operating Company</b>            211 House Avenue            Camp Hill, PA 17055            Contact: Laurie Braun  <a href="mailto:laurie.braun@veritivcorp.com">laurie.braun@veritivcorp.com</a>            Phone: (717) 612-3147            Cell: (717) 614-0125            Fax: (717) 612-6109            FSF #: 0000002977</p>	<p><b>Bob Barker Company</b>            134 N. Main Street            Fuquay Varina, NC 27526            Contact: Katy Anderson  <a href="mailto:katyanderson@bobbarker.com">katyanderson@bobbarker.com</a>            Phone: (919) 753-1656            Fax: (800) 322-7537            FSF#: 0000032003</p>
<p><b>The Burmax Company</b>            28 Barretts Ave.            Holtsville, NY 11742            Contact: Nancy Annonio  <a href="mailto:n.annonio@burmax.com">n.annonio@burmax.com</a>            Phone: (800) 645-5118 Ext. 279            Fax: (631)-289-7590            FSF#: 0000002633</p>	<p><b>Keefe Group</b>            Dba Keefe Supply Company            301 Mill Road            Edison, NJ 08837            Contact: James Kajosaj  <a href="mailto:jkajosaj@keefegroup.com">jkajosaj@keefegroup.com</a>            Phone: (732) 509-0128            (732) 248-2323            Fax: (314) 963-8703            FSF#: 0000023642</p>	<p><b>Care Supplies, llc</b>            217 Brook Avenue            Suite 18            Passaic, NJ 07055            Contact: Christina Albino  <a href="mailto:christina@caresup.com">christina@caresup.com</a>            Phone: (212)-616-6000 ext. 102            Fax #: 800-385-7436            FSF#: 0000138660</p>

<p><b>Steris Corporation</b>          5960 Heisley Road          Mentor, OH 44060          Contact: Julie Dengate  <a href="mailto:Julie_Dengate@steris.com">Julie_Dengate@steris.com</a>  <small>(underscore between names)</small>          Phone: (800)-548-4873          Fax: (440) 639-4550          FSF#: 0000021714</p>	<p><b>American Amenities Inc.</b>          19510 144<sup>th</sup> Avenue N.E.          Suite C-7          Woodinville, WA 98072          Contact: Andy Chuang  <a href="mailto:Andy@aai-info.com">Andy@aai-info.com</a>          Phone: (425) 489-1899          Fax: (425) 487-2939          FSF#: 0000035057</p>	<p>Phoenix Trading Company  <b>Db a <u>Amercure Products</u></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 Ext. 1000          Fax: (800) 525-4042          FSF#: 0000035044</p>
<p><b>Advanced Educational Products</b>          2495 Main Street, Suite 230          Buffalo, NY 14214          Contact: Leah Hambridge  <a href="mailto:lbutzek@aeppersonalcare.com">lbutzek@aeppersonalcare.com</a>          Phone: (800)-311-1522 ext. 30          (716) 446-0739 Ext. 30          Fax#: 716-446-5642          FSF#: 0000004171</p>	<p><b>Global Protection</b>          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>ICS Jail Supplies, Inc.</b>          P.O. Box 21056          Waco, TX 76702          Contact: Maegan Eisenman  <a href="mailto:bids@icswaco.com">bids@icswaco.com</a>          Phone: (254) 751-1566          (800)524-5427          Fax#: (254)-751-0299          FSF#: 0000095346</p>
<p><b>Maxi Aids, Inc.</b>          42 Executive Blvd.          P.O. box 3209          Farmingdale, NY 11735          Contact: Andrew Strauss  <a href="mailto:bids@maxiaids.com">bids@maxiaids.com</a>          Phone: (800) 522-6294 Ext.312          (631) 752-1148 Ext. 312          Fax #: (631) 752-0689          FSF#: 0000002183</p>		

**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 :**

<b>All State Distributors</b> 3-7 days ARO 14 Days for non-stock items	<b>Bob Barker Company</b> 5-15 days ARO 20-60 days for non-stock items	<b>Steris Corporation</b> 7 days ARO
Phonenix Trading Co Dbas <b>Amercure Products</b> 10 days ARO 21 days for non-stock items	<b>Maxi Aids</b> 5 days ARO 10 days for non-stock items	<b>Veritiv Operating Company</b> 10 days ARO 15 days for non-stock items
<b>Global Protection</b>  10 Days ARO	<b>American Amenities</b>  30 days ARO	<b>Advanced Educational Products</b> 7 days ARO 21 days for non-stock items
<b>Burmax Company</b> 10 days ARO 14 days for non-stock items	<b>Care Supplies</b> 5 days ARO 10 days for non-stock items	<b>Keefe Supply</b> 5 days ARO 10 days for non-stock items
<b>ICS Jail Supplies</b> 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>.