



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 1, 2012

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 – Effective July 1, 2018**
CONTRACT NO. GSS17674-JNTRL_SCH
Janitorial and Cafeteria Supplies (K12)

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. NOT A MANDATORY USE CONTRACT

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This Contract while not a mandatory use as defined by Title 29, § 6911 will be made available for use by all Delaware School Districts and all State agencies.

This contract is issued to meet the requirements and needs of The Christina School District and other School Districts within the State of Delaware as those additional School Districts may elect to participate in this contract.

2. CONTRACT PERIOD

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Each Vendor’s contract shall be valid from August 1, 2017 through June 30, 2018. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, 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 July 31, 2018 under the same pricing, terms and conditions.

3. VENDORS

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<p>GSS17674-JNTRL_SCHV01 FSF# 0000017719 Penn Jersey Paper Company 9355 Blue Grass Road Philadelphia, PA 19114 www.pjponline.com</p> <p>Contact Name: Lori Zeaman Phone Number: 215-992-5252 Fax Number: 215-618-0791 Email Address: Lzeaman@pjponline.com</p> <p>Contact Name: Paul Harman Phone Number: 267-784-2757 Cell Number: 267-784-2757 Email Address: Pharman@pjponline.com</p>	<p>GSS17674-JNTRL_SCHV02 FSF# 0000021326 A.E. Moore Janitorial, Inc. 25872 West State Street Millsboro, DE 19966 www.aemoorejanitorial.com</p> <p>Contact Name: Steve Kern Phone Number:(302) 934-7055 Secondary Phone: 1-800-787-7448 Fax Number:(302) 934-6661 Email Address: skern@aemoorejanitorial.com</p>
<p>GSS17674-JNTRL_SCHV03 FSF#0000024532 State Janitorial Supply Co 525 Otis Drive Dover, DE 19901 www.statejanitorial.com</p> <p>Contact Name: Chris LeBendig Phone Number: 302-734-4814 Secondary Phone: 302-734-4821 Fax Number: 302-734-8362</p>	<p>GSS17674-JNTRL_SCHV04 FSF# 0000104327 Interboro Packaging Corp. 114 Bracken Rd Montgomery, NY 12549</p> <p>Contact Name: Abraham Jeremias Phone Number: 845-782-6800 Ext. 101 Fax Number: 845-781-2450 Cell Number: 914-456-5996 Email Address: interboro@frontiernet.net</p>

Cell Number: 302-883-4515 Email Address: clebendig@statejanitorial.com	Contact Name: Toby Friedman Phone Number: 845-782-6800 Ext. 107 Fax Number: 845-781-2450 Email Address: interboro@frontiernet.net
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4. SHIPPING TERMS

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F.O.B. destination.

5. DELIVERY

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All Schools require deliveries to be made during the delivery times specified by each school, for all products under this contract.

Deliveries for all Janitorial items should be between the hours of 7:30am – 3:30pm Monday through Friday or designated times specified by the School.

Cafeteria deliveries should be made during the specified times made with the School upon receiving an order.

Deliveries must accommodate facilities without loading docks and consider delivery vehicle sizes for schools located in residential areas.

FOOD: Any vendors awarded this contract that also has the capabilities of providing food are hereby directed that food items cannot be delivered on the same truck as chemicals delivered under this contract.

PARTIAL SHIPMENT: Government Support Services is requiring that all partial deliveries 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.

OTHER THAN SPECIFIED: Vendors delivering other than the brand and packaging specified in their bid will have their product(s) refused and returned at the vendor's expense shortly thereafter. The items will be purchased on the open market and the defaulting vendor charged the difference between the contract price and the price paid.

6. PRICING

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Prices will remain firm for the term of the contract.

Prices quoted shall apply to all quantities. There will be no "small order", "minimum order", or "special order" charges or surcharges. There shall be no minimum quantity requirement, penalties for buying less than a full carton/case, or added discounts for ordering full cases. Refer to Pricing Spreadsheet for core list pricing awarded and discount offerings for non-core items.

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. REQUIREMENTS

This contract will be issued to meet the requirements and needs of The Christina School District and other School Districts within the State of Delaware as those additional School Districts may elect to participate in this contract.

12. 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.

13. 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.

14. 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.

5. **BACK ORDERS**

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.

6. **INSPECTION**

Within five (5) working days of delivery the material will be inspected, and if found to be defective or it fails in any way to meet the specifications or approval of the buyer, the items may be rejected and/or returned. All shortages must be reported to the vendor within five (5) working days of receipt and replaced by the vendor within five (5) days of the report.

7. **ITEM DESCRIPTION**

All Vendors shall indicate the brand bid for each item bid. The contracted vendor is required to furnish the items as listed on the bid. The packaging quantities offered in the product description are the desired sizes.

8. **LABELING & PACKAGING**

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 Vendor, name and address of the receiving agency and the State Purchase Order Number. Itemized packaging list is to accompany all shipments.

9. **PRODUCT AVAILABILITY**

Vendors must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users by Vendors in writing within five (5) business days. In such instances, Vendors agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements. 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.

10. **CUSTOMER SERVICE**

The Vendor(s) shall provide each of the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Vendor's operating hours. All service representatives must have on-line access to information to provide 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).

11. **ACCOUNT MANAGEMENT**

Award Notice

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Once an account has been identified as being eligible to access the contract, the Vendor is expected to be able to correctly apply the appropriate pricing schedule to all invoices for that account. The Vendor shall designate one Inside Account Representative to service all of the State accounts to insure the uniform pricing. This representative shall support all reporting requirements of the Contract Officer in Government Support Services, Office of Management and Budget supporting this contract.

The Vendor(s) shall commit to periodic (quarterly, semi-annually or annually) reviews of internal customer satisfaction and shall make consistent efforts to improve customer satisfaction.