STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 1, 2017

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

FROM: WALT GORMAN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE Addendum #3 – Effective April 1, 2020**
CONTRACT NO. GSS17778A-SAFETY-SUPL
Life Safety Supplies and Services

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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

This contract has been multiple awarded. State Agencies should **review all** contract documents associated with the award prior to contacting any of the vendors. The award has been split into different sections and not all vendors are awarded all sections.

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 one (1) year period from April 1, 2017 to March 31, 2018. 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.

Addendum #1 extends the contract for one year with expiration on March 31, 2019.
Addendum #2 extends the contract one year, through March 31, 2020, with Aramsco Inc., Arrow Safety Device Company, McDonald Safety Equipment Inc., and Northern Safety Co. Inc. New pricing takes effect 4/1/19 with Aramsco Inc. and Northern Safety Co. Inc.
Addendum #3 extend the contract one year, through March 31, 2021, with Aramsco Inc., Arrow Safety Device Company, and McDonald Safety Equipment Inc. New pricing takes effect 4/1/20 with Aramsco Inc.

3. VENDORS

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Aramsco Inc. GSS17778A-SAFETY-SUPLV01 1480 Grandview Ave. Thorofare, NJ, 08086 FSF: 0000034676	**Arrow Safety Device Company** GSS17778A-SAFETY-SUPLV02 123 Dixon Street Selbyville, DE 19975 FSF: 0000086410
~~**Fisher Scientific Company LLC**~~ ~~GSS17778A-SAFETY-SUPLV03~~ ~~300 Industry Drive~~ ~~Pittsburgh, PA 15275~~ ~~FSF: 0000018807~~	**McDonald Safety Equipment, Inc** GSS17778A-SAFETY-SUPLV04 581 Copper Drive Wilmington, DE 19804 FSF: 0000025337
~~**Northern Safety Co. Inc**~~ ~~GSS17778A-SAFETY-SUPLV05~~ ~~7437 Federalsburg Road Unit 1~~ ~~Bridgeville, DE 19933~~ ~~FSF: 0000004088~~	Refer to Pricing spreadsheet for contact names, phone numbers, email addresses, pricing, and catalog information

4. AWARD SNAPSHOT

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SECTION	VENDOR(S)
Eye Wash Stations and Safety Showers	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment, Inc ~~Northern Safety Co. Inc~~
Face and Head Protection	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment, Inc ~~Northern Safety Co. Inc~~
First Aid	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment, Inc ~~Northern Safety Co. Inc~~
Hearing Protection	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment, Inc ~~Northern Safety Co. Inc~~
Protective Gloves	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment, Inc ~~Northern Safety Co. Inc~~
Respiratory Protection Equipment	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment, Inc ~~Northern Safety Co. Inc~~
Safety Eyewear	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment, Inc ~~Northern Safety Co. Inc~~
Safety Vests and Harnesses	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment, Inc ~~Northern Safety Co. Inc~~
Services (refer to Pricing Sheet for specifics)	Arrow Safety Device Company McDonald Safety Equipment ~~Northern Safety Co. Inc~~
Specialty Safety Apparel	Aramsco, Inc. ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment Inc. ~~Northern Safety Co. Inc~~

Traffic Cones and Signs	Aramsco, Inc. Arrow Safety Device Company ~~Fisher Scientific Company LLC~~ McDonald Safety Equipment ~~Northern Safety Co. Inc~~

5. COVERED PRODUCTS AND SERVICES

Vendors are expected to propose the broadest possible catalog selection of products and services that they offer. The intent of this solicitation is to provide eligible agencies/entities with multiple vendor product catalogs to meet their various needs. Therefore, vendors should have demonstrated experience in providing proposed products and services. Covered products and services includes, but not limited to:

- Eye Wash Stations and Safety Showers – eye wash bottles, portable, plumbed in
- Face and Head Protection – hard hats, helmets, face shields, and visors
- First Aid – kits and refurbishment supplies
- Hearing Protection – ear plugs and ear muffs
- Protective Gloves – leather, chemical resistant, coated, general purpose, disposable, insulated, grip, special protective, cut resistant, electrical.
- Recycling Programs – hard hats, cones, etc
- Respiratory Protection Equipment – respirators, masks, gas masks, respirator filters, and protective films
- Safety Eyewear - safety glasses, impact-resistant goggles, welding goggles, ballistic glasses, and waterproof eyewear, prescription safety glasses
- Safety Vests and Harnesses – high visibility, quick release, d-ring, fire resistant
- Services - The complete range of services available from the Supplier, to include but not limited to: silk screening, eye wash station, safety shower, preventative maintenance and repairs.
- Specialty Safety Apparel – not covered in one of the above categories.
- Traffic Cones and Signs – cones, drums, delineators, signs
- New Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and include, but will not be limited to, new products added to the Manufacturer's catalog offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval.

Excluded from this contract is safety apparel, and footwear available under the state clothing contract.

6. SHIPPING TERMS

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

7. DELIVERY

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All shipments are made direct to each ordering agency/facility. F.O.B. destination with shipping charges pre-paid.

There will be no “small order”, “minimum order”, or “special order” charges or surcharges.

Any rush delivery that occurs as a result of Supplier’s error (e.g. stock-outs, delivery of wrong product, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders

8. PRICING

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Prices will remain firm for the term of the contract year. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract**. Catalog documents can be found in zip folders, added to the contract award for each awarded vendor.

ADDITIONAL TERMS AND CONDITIONS

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9. 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.

10. 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.

11. 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.

12. 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.

13. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17778A-SAFETY-SUPL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

14. REQUIREMENTS

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.

15. 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.

16. 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.

17. 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.

18. 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.