STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

08/01/2018

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

FROM: NECIA BECK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4552

SUBJECT: **AWARD NOTICE AN1– Effective September 19, 2019**
**CONTRACT NO. GSS18603-JAN_CAF_SUP**
**JANITORIAL AND CAFETERIA SUPPLIES**

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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 from August 1, 2018 through June 30, 2021. Each contract may be renewed for two (2) 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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| | |
|---|---|
| GSS18603-JAN_CAF_SUPV01<br>FSF# 0000017719<br>**Penn Jersey Paper Company**<br>9355 Blue Grass Road<br>Philadelphia, PA 19114<br>www.pjponline.com<br><br>Contact Name: Lori Zeaman<br>Phone Number: 215-992-5252<br>Fax Number: 215-618-0791<br>Email Address: Lzeaman@pjponline.com<br><br>Contact Name: Paul Harman<br>Phone Number: 267-784-2757<br>Cell Number: 267-784-2757<br>Email Address: Pharman@pjponline.com | GSS18603-JAN_CAF_SUPV02<br>FSF# 0000021326<br>**A.E. Moore Janitorial, Inc.**<br>25872 West State Street<br>Millsboro, DE 19966<br>www.aemoorejanitorial.com<br><br>Contact Name: Steve Kern<br>Phone Number:(302) 934-7055<br>Secondary Phone:1-800-787-7448<br>Fax Number:(302) 934-6661<br>Email Address: skern@aemoorejanitorial.com |
| GSS18603-JAN_CAF_SUPV03<br>FSF#0000024532<br>**State Janitorial Supply Co**<br>525 Otis Drive<br>Dover, DE 19901<br>www.statejanitorialsupply.com<br><br>Contact Name: Chris LeBendig<br>Phone Number: 302-734-4814<br>Secondary Phone: 302-734-4821<br>Fax Number: 302-734-8362<br>Cell Number: 302-883-4515<br>Email Address: clebendig@statejanitorialsupply.com | GSS18603-JAN_CAF_SUPV04<br>FSF# 0000000758<br>**W.B.Mason Co. Inc**<br>113 Interchange Boulevard<br>Newark DE19711<br>www.wbmason.com<br><br>Contact Name: Zach Wolfe<br>Phone Number: 508-436-2025<br>Fax Number: (877-522-0782)<br>Cell Number: (302-547-4651)<br>Email Address: Zachary.Wolfe@wbmason.com |

GSS18603-JAN_CAF_SUPV05
FSF# 0000002977
**Veritiv Operating Company**
4501 Westport Dr
Mechanicsburg PA 17055
www.veritivcorp.com

Contact Name: Laurie Braun
Phone Number: 717-610-9162
Fax Number: 717-610-9156
Cell Number: 717-614-0125
Email Address: laurie.braun@veritivcorp.com

Contact Name: Joseph Gurzenda
Phone Number: 717-610-9164
Fax Number: 717-610-9156
Email Address: joseph.gurzenda@veritivcorp.com

## 4. DELIVERY AND PICKUP

### a. Delivery Requirements

Food items cannot be delivered on the same truck as chemicals delivered under this contract.

Partial deliveries will 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.

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.

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

### b. School deliveries

Delaware School Districts may choose to utilize this contract, and may require specific delivery restrictions. Schools are commonly in residential areas, and cannot safely accept large delivery vehicles. Concerns with child safety during school hours, availability of loading docks, and limited time periods deliveries can be accepted by school personnel are requirements vendors shall accommodate without additional cost to the State. Deliveries must accommodate facilities without loading docks and consider delivery vehicle sizes for schools located in residential areas.

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.

## 5. SHIPPING TERMS

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

## 6. PRICING

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

*>See pricing spreadsheet in excel on the award 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.

### 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.

## 9. 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.

## 10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18603-JAN_CAF_SUP on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## 11. 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.

**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.

**15. 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.