



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 1, 2018

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**
GSS18795-PPE_DVC_SV
PUBLIC SAFETY PPE, DEVICES AND SERVICES

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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, 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 three (3) year period from September 1, 2018 through August 31, 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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Please see the Pricing Spreadsheet for full contact information.

GSS18795-PPE_DVC_SVV01 Gen-el Safety & Industrial Products, LLC 961 Route 10 East, Suite 2M Randolph, NJ 07869 FSF: 0000034427	GSS18795-PPE_DVC_SVV02 Safeware Inc. 4403 Forbes Blvd Lanham, MD 20706 FSF: 0000029821
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4. COVERED EQUIPMENT AND SERVICES

Vendors are expected to propose the broadest possible selection of equipment that they offer. The intent of this solicitation is to provide eligible agencies/entities with solutions to meet their various needs. Therefore, vendors should have demonstrated experience in providing and servicing the equipment and accessories as defined in this RFP. Covered equipment and services includes, but not limited to:

- Personal Protective Equipment
- CBRNE Search and Rescue Equipment
- Detection Equipment; Biological, Chemical, Radiological/Nuclear
- Resource Materials
- Maintenance & Repair Services

All equipment offered must meet all NIOSH, NFPA, ANSI, and/or other Federal standards. The state requests free training materials on all equipment as needed. Please identify where live training is available, who will provide the training, and costs associated with live training. **Vendors are not required to bid on all categories in order to be considered.**

5. EXCLUDED EQUIPMENT AND ACCESSORIES

General Life Safety Supplies and Services for electrical work, chain saw, welding, wood chipping, and mechanical work environments This includes, but not limited to: Eye Wash Stations and Safety Showers, Face and Head Protection, First Aid Supplies and Kits, Hearing Protection, Protective Gloves, Respiratory Protection Equipment, Safety Eyewear, Safety Vests and Harnesses, Traffic Cones and Signs, Safety Apparel and Footwear.

6. DELIVERY AND PICKUP

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The vendor shall be responsible for all delivery and installation, as required, of all equipment and accessories ordered through this contract. Delivery of equipment and/or accessories shall be made to any location specified on the purchase order. This could include multiple delivery locations on one purchase order. Under no circumstances will ordering agency personnel assist with unloading equipment/accessories.

7. SHIPPING TERMS

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

8. PRICING

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

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.

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.

11. 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.

12. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18795-PPE_DVC_SV on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

13. REQUIREMENTS

This contract will be issued to cover all equipment, materials and labor to supplement the State of Delaware's need for Public Safety Personal Protective Equipment (PPE), Devices & Services as described.

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.

14. 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.

15. 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.

16. 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.

17. 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>.