

## SPECIAL CONTRACT TERMS AND CONDITIONS

**CONTRACT SCOPE/OVERVIEW:** This Contract No. 8520-01 (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for Toiletries. Toiletries being described for the purpose of this contract as: skin care products, hair care products, feminine products, condoms, shaving products, oral hygiene products, optical hygiene products, miscellaneous non-prescription (over-the-counter) items, etc.

**ORDER OF PRECEDENCE:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

**TERM OF CONTRACT:** The Contract shall commence on the Effective Date, which shall be no earlier than June 1, 2003 and expire on May 31, 2004.

**OPTION TO EXTEND:** The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

**OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:** The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

**E-CATALOG:** The Commonwealth may require the awarded bidder(s) to supply its price list/catalog and any updated price lists/catalogs in electronic format. Price lists/catalogs must be provided in one of the following formats: Word document, Excel spreadsheet, or PDF file on 3.5-inch diskette or CD-ROM.

**PROVISIONS FOR PIGGYBACKING OFF OF THIS CONTRACT:** Act 57 of May 15, 1998 permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units which elect to participate in the contract will order items directly from the contractor and will be responsible for payment directly to the contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania Department of General Services as a party.

If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units which elect to participate in the contract?

Please Answer:            YES \_\_\_\_\_            NO \_\_\_\_\_

**ADDRESS OF PURCHASE ORDER:** Commonwealth agencies may issue purchase orders against this Contract for supplies required by the agencies (using agencies). Please state below where the Purchase Orders should be sent (name, address, city, state, zip code).

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**PROPOSAL FORMS:** Bidders are cautioned to return all sheets of this invitation to bid – bid proposal, except those specifications/bid sheets upon which no bid is submitted, otherwise, bid may be rejected. All bid proposals shall be submitted either in ink or typewritten and on the forms issued by the Commonwealth. Any terms and conditions referenced in manufacturer' price sheets shall be disregarded by the Commonwealth. All changes, alterations, and erasures made by the bidder prior to submission of the bid-quote shall be initialed in ink by the person signing the bid along side such change, alteration or erasure. Failure to provide this information or follow these procedures may result in the rejection of bid. If any bidder submits with his bid additional conditions, deviations, or exceptions to these terms and conditions or to the specifications, the bid shall be rejected.

❖ **ONLY BIDS ON THE LISTED MANUFACTURER LINES WILL BE ACCEPTED.**

**ELIGIBILITY:** In order to be eligible for award, a bidder must be the manufacturer of the offered products or an authorized dealer or supplier of the manufacturer's products.

**BIDS:** Bids will only be accepted from manufacturers, dealers, or distributors who are actively engaged in the sale, manufacture or type of construction of the item(s) called for in the bid. Manufacturers bidding this contract may offer more than one distributor to insure coverage for all agencies of the Commonwealth.

Distributor lists must be typed clearly on 8 ½" x 11" paper for inclusion in the book of awards. **Dealers bidding this contract will be required to cover the entire Commonwealth for all awarded items.**

**MANUFACTURER'S CERTIFICATION/QUALIFICATION OF BIDDER:** All bidders submitting a bid proposal in response to this bid should submit written certification with this bid, or within two (2) days of request, from each manufacturer represented in their proposal, stating that he/she is an authorized dealer.

The certification shall be on the official letterhead of the respective manufacturer(s) and signed by a corporate officer of that company.

❖ **NOTE: Certification letters received in response to this requirement cannot be withdrawn by the manufacturer/dealer once accepted by the Commonwealth.**

The manufacturer's letter of certification shall identify the contract number, contract period (and shall include all subsequent renewals), and bidder; and indicate that the manufacturer will honor any responsibilities under any and all warranties for products sold by the bidder if the bidder fails to perform such service. The letter from the manufacturer shall also identify the price list to be submitted by all bidders for that particular manufacturer. (This will ensure that all bidders are calculating their discount from the same established manufacturer's price list.)

**DISCOUNT:** If a series of discounts from list price is offered as the bid, i.e. 50-10 & 5, it must be reduced to a single discount and may be expressed either as a percentage (57 in the above example) or its decimal equivalent (.5725). An item that is preceded by a minus (-), is a discount taken from the catalog price; an item that is preceded by a plus (+), is a percentage of markup added to the catalog price. Failure to comply with this requirement shall result in rejection of the bid proposal for each manufacturer not certified.

**PRICE LISTS:** Two (2) copies of the price lists are submitted with the bid proposal for the sole purpose of providing a reference to the various items on the price list, and the manufacturer's price for each item. Any reference, which may appear on any price list, and/or catalog to any items and conditions, subject to change, will not be part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth.

Each price list must be completely identified on the bid sheet. Catalog/Price List Identification Number and effective date of that catalog/price list are required. Omission of this information from the bid sheet will be cause for rejection.

**AWARD:** A single award will be made for each manufacturing line to the vendor offering the largest discount on the manufacturers' entry line item. The award will be based on discount from the Manufacturer's Current Suggested Retail Price List in effect at time of bid opening, two (2) copies of which is to be included with the bid. Bidders not submitting such price list will not be considered for award. **ONLY MANUFACTURERS LISTED ON THIS INVITATION TO BID WILL BE CONSIDERED FOR AWARD.**

**UPDATE OPTION AND APPLICATION:** All discounts shall remain firm for length of contract. Prices bid must remain firm for the initial contract period. If this contract is offered for renewal for an additional year(s), the awarded vendor may update the contract price list to reflect new products, manufacturer's price increases/decreases and deletion of discontinued products. **The percentage discount bid must remain the same.**

Vendors shall submit a letter with the new price list to the appropriate buyer requesting review and approval of the updated price list. The vendor shall itemize all changes in a clear concise fashion. It is the responsibility of the vendor to adequately justify changes. All requests for updates must be accompanied by the manufacturer's latest published price list along with a letter of verification from the manufacturer. If approved, a contract change notice will be issued adding the updated price list to the contract. It will then be the responsibility of the awarded vendors to distribute the price list to the users.

At no time are awarded vendors allowed to unilaterally change the products or prices on contract. **The Buyer must grant approval of all requested changes.** Orders will be monitored to ensure compliance.

**DELIVERIES:** All deliveries shall be F.O.B. destination to any using agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of order, unless otherwise agreed to, in writing, by the Department of General Services.

All deliveries shall be securely packaged so as to avoid breakage or damage in accordance with standard industry practices. All deliveries will be inside delivery to the address specified on the field purchase order. No outside or curbside deliveries will be accepted.

**GEOGRAPHIC COVERAGE:** Coverage under this contract shall be the entire state of Pennsylvania. Limited Geographical coverage is not acceptable and will be cause for rejection of your bid. One vendor will be responsible for the entire manufacturer's line.

**WARRANTY:** Vendor must warrant all equipment including parts and labor, against defects in workmanship and materials for a minimum of one (1) year. Warranty service may be performed at the requesting Commonwealth agency site or at the vendors' service center, however, the vendor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, manufacturers standard warranties for equipment will apply, unless they conflict with the above warranty provisions.

**WARRANTY SHALL COMMENCE WITH FINAL ACCEPTANCE AND:**

A) The contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from date of acceptance by the buyer.

B) During the warranty period, vendor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the vendor.

**VENDOR NON-COMPLIANCE:** Vendors found to be non-compliant with the requirements of this contract may be removed as a participant upon determination of non-compliance by the Bureau of Purchases.

**OPTION TO RENEW:** The contract or any part of the contract may be renewed for an additional three (3) one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract is renewed, the same terms and conditions shall apply.

**CATALOGS:** The awarded vendor shall be required to provide an illustrated catalog and price list covering items in this contract to all agencies requesting it. A list of Commonwealth Agencies is available upon request after notification of award. These catalogs shall incur no additional costs to the Commonwealth or its agencies. Catalogs shall be furnished within ten (10) calendar days after request. Failure to comply with this provision may result in termination of the contract.

**MINIMUM ORDER:** The minimum order under this contract shall be \$100.00 for FOB destination. For orders under \$100.00, the supplier may add additional freight charges to their invoice. The supplier must notify the agency of the additional charges prior to shipment.

**INQUIRIES:** Direct all questions concerning this proposal to the appropriate buyer named herein.

**Toniann D. Noss/Buyer #41/717-783-2090**  
[tnoss@state.pa.us](mailto:tnoss@state.pa.us)

**Department of General Services  
Bureau of Purchases  
P.O. Box 8365  
Harrisburg, PA 17105-8365**

Legacy Contract Number: 8520-01 RIB#1-SUP#1 SAP Contract Number: 4600005281 Collective CN00004418

Item #	SAP Material #	Commodity Code #	Item Description	Discount (note (-) or (+)%)	Price Sheet Name And Date
			<b>Please indicate below the supplies/products you will be providing under your bid. For example: Skin Care, Hair Products, Razors/Shaving Products, Feminine Products, Condoms, Oral Hygiene, Optical Hygiene, etc.</b>		
10	143987	8520-2415-001	<u>Avianne Health Care Systems</u> <b>Specific Products Provided under this Bid/Contract:</b> <b>SKIN CARE - APPLESOFT, HAZELFRESH, SKIN LOTION</b>	-25%	3/1/03 AVIANNE HEALTH CARE SYSTEMS COMMONWEALTH OF PENNSYLVANIA PRICE LIST

**Vendor Information**

**Name:** W.L.YOUNG, INC. DBA AVIANNE HEALTH CARE SYSTEMS  
**Vendor Number:** 115639  
**Contact Person::** ROBERT SICONOLFI  
**Address:** PO BOX 461, 181 Blvd., Suite 1A, Hasbrouck Heights., NJ 07604  
**Phone Number:** 1-800-582-9288  
**Fax Number:** 1-201-288-5601  
**Email Address:** avianne@avianne.com

**All Using Agency:** Yes  
**Type of Contract:** Price List  
**Contract Restriction Code:** 0

	Yes	No
<u>Political Subdivisions and Public Authorities:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract?	X	
<u>Other Local Public Procurement Units:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.)	X	

8520-01 RIB#1-

Legacy Contract Number: SUP#1 SAP Contract Number: 4600004418 Collective CN00004418

Item #	SAP Material #	Commodity Code #	Item Description	Discount (note (-) or (+)%)	Price Sheet Name And Date
			Please indicate below the supplies/products you will be providing under your bid. For example: Skin Care, Hair Products, Razors/Shaving Products, Feminine Products, Condoms, Oral Hygiene, Optical Hygiene, etc.		
10	274792		<u>DEB SBS Products</u> <u>Specific Products Provided under this Bid/Contract:</u>	-15%	DEB SBS Skincare's Best Solution Suggested List Prices - October 15, 2002

**Vendor Information**

Name: DEB SBS, Inc.  
 Vendor Number: 185283  
 Contact Person: Dennis N. Vehr  
1100 Highway 27 South  
 Address: Stanley NC 28164  
 Phone Number: (704) 263-4240  
 Fax Number: (704) 263-9601  
 Email Address: \_\_\_\_\_

All Using Agency: Yes  
 Type of Contract: Price List  
 Contract Restriction Code: 0

	Yes	No
<u>Political Subdivisions and Public Authorities:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract?	X	
<u>Other Local Public Procurement Units:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.)	X	

Legacy Contract Number: 8520-01 RIB#1- SUP#1 SAP Contract Number: 4600005416 Collective CN00004418

Item #	SAP Material #	Commodity Code #	Item Description	Discount (note (-) or (+)%)	Price Sheet Name And Date
			Please indicate below the supplies/products you will be providing under your bid. For example: Skin Care, Hair Products, Razors/Shaving Products, Feminine Products, Condoms, Oral Hygiene, Optical Hygiene, etc.		
10	282540	8520-3075-001	<u>Kutol Products</u> <u>Specific Products Provided under this Bid/Contract:</u> <u>Hand Soap and Skin Care Products</u>	-45%	Kutol Resale Price List 2/1/02

**Vendor Information**

Name: Graham Distributing Company/T.A. Airwick Professional Products of Harrisburg  
Vendor Number: 135548  
Contact Person: THOMAS GRAHAM  
Address: 2200 Hummingbird Lane  
Phone Number: 717-652-7364  
Fax Number: 717-540-7009  
Email Address: [apphbg@aol.com](mailto:apphbg@aol.com)

All Using Agency: Yes  
Type of Contract: Price List  
Contract Restriction Code: 0

	Yes	No
<u>Political Subdivisions and Public Authorities:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract?	X	
<u>Other Local Public Procurement Units:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.)	X	

8520-01 RIB#1-

Legacy Contract Number:

SUP#1

SAP Contract Number: 4600005420

Collective

CN00004418

Item #	SAP Material #	Commodity Code #	Item Description	Discount (note (-) or (+)%)	Price Sheet Name And Date
			Please indicate below the supplies/products you will be providing under your bid. For example: Skin Care, Hair Products, Razors/Shaving Products, Feminine Products, Condoms, Oral Hygiene, Optical Hygiene, etc.		
10	274805	8520-4080-001	<u>Sage Products, Inc.</u> <b>Specific Products Provided under this Bid/Contract:</b> Patient Cleansing (Bathing, Incontinence, Hair, Oral) and Personal Protection Gown	-4%	PA2003 Good through 5/31/2004

**Vendor Information**

**Name:** Sage Products Inc.  
**Vendor Number:** 162632  
**Contact Person::** Tina Occhipinti  
**Address:** 3909 Three Oaks Road  
**Phone Number:** 800-323-2220 ext. 1260  
**Fax Number:** 815-455-5599  
**Email Address:** [tocchipinti@sageproducts.com](mailto:tocchipinti@sageproducts.com)

**All Using Agency:** Yes  
**Type of Contract:** Price List  
**Contract Restriction Code:** 0

	Yes	No
<u>Political Subdivisions and Public Authorities:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract?	X	
<u>Other Local Public Procurement Units:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.)	X	



Contract Reference Number: 8520-01  
Collective Number: CN00001463 & CN00004418  
Change Number: 1  
Change Effective Date: 5/31/04

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All using Agencies of the Commonwealth  
Subject: Toiletries: Beauty Supplies, Skin Care, Dentifrice  
Contract Period: Beginning June 1, 2003 and Ending May 31, 2004  
(renewed through May 31, 2005)  
Buyer Name: Toniann D. Noss/717-783-2090 or tnoss@state.pa.us

CHANGE SUMMARY: This notice is to inform all using Agencies of the Commonwealth that this contract is being renewed for an additional year through May 31, 2005. All vendors will be extended with the exception of:

SSL Americas, Inc. – SAP Contract # 4600004369 – Vendor # 102563

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

**Contract Reference Number:** 8520-01  
**Collective Number:** CN00001462 and  
CN00004418  
**Change Number:** Two (2)  
**Change Effective Date:** May 31, 2005

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Toiletries: Beauty Supplies, Skin Care, Dentifrice  
**Contract Period:** Beginning June 1, 2003 and Ending May 31, 2004 (renewed through August 31, 2005)  
**Buyer Name:** Toniann D. Noss/717-783-2090 or tnoss@state.pa.us

**CHANGE SUMMARY:**

This notice is to inform all using Agencies of the Commonwealth that the Department of General Services is exercising it's right to institute the "Option To Extend" clause within the Contract. The contract is being extended until August 31, 2005 or until a new contract is in place.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

**Contract Reference Number:** 8520-01  
**Collective Number:** 00001462 and  
00004418  
**Change Number:** Three (3)  
**Change Effective Date:** May 31, 2005

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Toiletries: Beauty Supplies, Skin Care, Dentifrice  
**Contract Period:** Beginning June 1, 2003 and Ending May 31, 2004 (renewed through August 31, 2005)  
**Buyer Name:** Toniann D. Noss/717-783-2090 or tnoss@state.pa.us

**CHANGE SUMMARY:** This notice is to inform all using Agencies of the Commonwealth that the DEB SBS has submitted a new price list:

- Deb SBS Price Sheet SI-32 Revised for PA State Contract – Effective June 1, 2005

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.