

April 30, 2009

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

FROM: HOLLYLYNN FORD, CPPB
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS 127-Fasteners
Fasteners

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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, Department of Elections, 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 May 15, 2009 through May 14, 2010. Each contract may be renewed for three (3) additional one (1) year period 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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<u>VENDOR A</u>	<u>VENDOR B</u>
Fastenal Company 1070A S. Little Creek Road Dover , DE 19901 Contact: Mr. Chris Kroshus Phone: (303)741-2445 FAX: (302) 741-2448 Email: dedov@stores.fastenal.com Online Ordering: Fastenal.com	Kenneth G. Lilly Fasteners Inc. 855 Dawson Drive Delaware Industrial Park Newark, DE 19713 Phone: (302) 366-7640 Fax : (302) 368-1223 Email: sales@kgllilly.com

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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<u>VENDOR A</u>	<u>VENDOR B</u>
Ship Stock: 1 day ARO Ship Non-stock: 2-3 days ARO	Ship Stock 1-2 days ARO Ship Non-stock 7 days ARO

6. **PRICING:**

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

See Excel Spreadsheet for Pricing, Availability and Service Locations.

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. **ACCOUNT REPRESENTATIVE:**

Upon request of the agency, the contractor shall provide an account Representative. The duties of the Account Representative are to: visit the agency, take inventory of the fasteners, and write orders.

11. **INSPECTION:**

Upon delivery, the material will be inspected and if found defective or if it fails in any way to meet the specifications as indicated in this contract, it may be rejected. **ALL REJECTED MATERIAL** will be replaced by the supplier within three (3) days after written notification by the user agency. **ALL SHORTAGES** will be replaced by the supplier within ten (10) days after written notification by the user agency.

12. CATALOGS:

All vendor(s) receiving an award will be required to furnish catalogs to agencies, various State departments and schools that will be using this contract. These catalogs must be made available upon request. It is noted that the estimated quantity of catalogs requested may be up to 500. The cost of these catalogs should be incorporated into your bid price.

13. 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.

14. EMERGENCY ORDERS:

In the event that an agency needs a product in an emergency, the successful vendor shall provide in stock items to the agency within one (1) hour from the time ordered at no additional cost to The State.

15. INVENTORY LEVELS:

All vendors shall keep minimum inventory levels of all core items.

16. REQUIREMENTS:

This contract will be issued to cover the Fastener requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

17. 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.

18. 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.

19. 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.

20. 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.