



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 1, 2011

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

FROM: William W. Pickrum
Deputy Director
302-857- 4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS10129-PLUMBING
PLUMBING SUPPLIES AND ACCESSORIES

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:.....	2
2. CONTRACT PERIOD:.....	2
3. VENDOR:.....	2
4. SHIPPING TERMS:	2
5. ORDERING, DELIVERY AND PICKUP:	2
6. RETAIL OUTLET LIMITATIONS:.....	3
7. PRICING:.....	3
8. OVERLAPPING PRODUCT LIST:.....	3
ADDITIONAL TERMS AND CONDITIONS	5



KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

[\(Return to Table of Contents\)](#)

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.

A competitive bidding and selection process was conducted by The Cooperative Purchasing Network (TCPN), established under Texas state law to help other governmental entities operate efficiently and economically. TCPN meets the ISO 9001 audit, is audited semi-annually, is competitively solicited and publishes the process, documents and awards. In the absence of attaining any discount card options or a competitive contract, pursuant to the authority in 29 Del C., §6907(a) (1) under the best interest of the State and to fulfill the responsibilities of GSS pursuant to 29 Del C., §6911 (a) and (b), a Participating Addendum is authorized through memorandum.

2. CONTRACT PERIOD:

[\(Return to Table of Contents\)](#)

The contractor's contract shall be valid for a period from January 1, 2011 through March 31, 2011. The contract may be renewed for four (4) additional one (1) year periods through negotiation between the contractor and Government Support Services.

3. VENDOR:

[\(Return to Table of Contents\)](#)

Lowe's Home Centers, Inc.
Contact: Demetrae DeShields
1000 Lowe's Blvd
 Mooresville, NC 28117-8520
Ph: 302-387-9381
Fax: 336-651-3300
Email: demetrae.l.deshields@lowes.com
FSF ID: 0000031943

4. SHIPPING TERMS:

[\(Return to Table of Contents\)](#)

F.O.B. destination.

5. ORDERING, DELIVERY AND PICKUP:

[\(Return to Table of Contents\)](#)

Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. Purchase orders are issued by ordering agencies to the awarded Contractor stating "*Per TCPN Contract*".

Orders will have the following order options:

- Faxing order to closest or preferred Lowe’s store. Fax orders will use the customized “Worksheet/Cover Page” for each agency that will have their closest Lowe’s stores information pre-populated.
 - A. “Call-Ahead Worksheet” can be accessed:
 - <http://www.lowesforpros.com/easyorderfulfillment>
- Submitting an order electronically to TCPN@Lowe.com – a dedicated TCPN accounts person, Demetrae DeShields, 302-387-9381, will receive the email and ensure the appropriate Lowe’s store executes the order and has the products pulled for pick-up or delivery based on the Agency’s preference.
 - All orders placed before 3 p.m. can be picked up in 2 hours.
 - All orders placed by 6 p.m. will be ready for 7 a.m. pickup the next day.
- Placing a phone order by calling a dedicated TCPN accounts person, Demetrae DeShields, 302-387-9381.
- Place a quote request or order online using the [Lowe’s Quotation Center](#) on www.LowesForPros.com.

6. RETAIL OUTLET LIMITATIONS:

[\(Return to Table of Contents\)](#)

There is no obligation to provide all items covered by this contract at Lowe’s retail outlets.

7. PRICING:

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract duration. Lowe’s agrees to promptly lower the cost of any product purchased following a reduction in the manufacturer or publisher’s direct cost.

8. OVERLAPPING PRODUCT LIST:

[\(Return to Table of Contents\)](#)

State departments and agencies authorized to place orders under this agreement will be responsible for controlling purchases to ensure overlapping items are not purchased under this contract.

<u>Contract Name</u>	<u>Contract Number/Link</u>
HAND TOOLS - POWERED AND NON-POWERED	GSS10011-HANDTOOLS
AUDIO VISUAL EQUIPMENT AND SERVICES	GSS07015-AUDIO_VISUAL
SPECIALTY/PRINTING PAPER	GSS09016-SPEC_PAPER
ENVELOPES - PLAIN AND PRINTED VIRGIN AND RECYCLED	GSS10025-ENVELOPES
LABORATORY SUPPLIES AND EQUIPMENT	GSS07026-LAB_SUPPLIES
COFFEE AND TEA	GSS10044-COFFEE/TEA
COFFEE AND TEA	GSS10044A-COFFEE/TEA
FAX MACHINES	GSS10066-FAX_MACHINE
BUSINESS CARDS	GSS10090-BUSINESS_CARD
COPIERS AND MULTI-FUNCTION PRINTERS	GSS08091-COPIER
COMPUTER HARDWARE, PERIPHERALS AND ACCESSORIES	GSS09133-COMPUTER
LAUNDRY SUPPLIES AND EQUIPMENT	GSS06161-LAUNDRY
MICROCOMPUTER SOFTWARE	GSS10228-SOFTWARE
BOTTLED WATER	GSS09365-BOTTLE_WATER

Award Notice

Contract No.: GSS10129-PLUMBING

CELLULAR AND DATA EQUIPMENT AND SERVICES	GSS10384CELL/DATAEQUIP
RUBBER STAMPS	GSS08403-RUBBER_STAMPS
TELECOMMUNICATIONS VOICE SYSTEMS	GSS06455-TELECOMMVOICE
ENGRAVING AND PROMOTIONAL ITEMS	GSS08404-ENGRAVING
STORAGE BOXES – ACID FREE, DOUBLE WALLED AND DESTRUCTION STORAGE BOXES	GSS08458-STORAGE_BOX
FURNITURE	GSS10479-FURNITURE
PRINTING AND PUBLISHING SUPPLIES	GSS07481-PRINT_SUPPLY
PAPER – MULTIPURPOSE COPY	GSS07489A-COPY_PAPER
ELECTRICAL SUPPLY, LAMPS AND BALLASTS	GSS09491-ELECTRICAL
JANITORIAL AND CAFETERIA SUPPLIES	GSS08492JAN/CAFE_SUPPL
TRASH CAN LINERS	GSS08492A-CAN LINERS
SMALLWARES	GSS10492B-SMALLWARES
KITCHEN CHEMICALS	GSS09549-KITCHEN_CHEM
PERSONAL CARE PRODUCTS	GSS09575-PERSONAL_CARE
INDUSTRIAL SUPPLIES & EQUIPMENT	GSS09577-INDUSTRIAL
DIGITAL VIDEO RECORDER and VIDEO DATABASE MANAGEMENT SYSTEM	GSS10593-DIG/VIDEO/REC
AUDIO, VIDEO, WEB CONFERENCING SERVICES AND EQUIPMENT	GSS06450-AUDIOVIDEOCNF

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

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.

Lowe's Account Receivable (LAR):

- Easy to understand itemized statements with product level detail at invoice/agency level
 - Billing can be broken out by departments within the agency (ground maintenance, building/facilities maintenance, etc.)
- Purchasing control with a list of authorized buyers and optional identification cards
- No annual fee
- Ability to pay by invoice
- Pay in full each month
- Online account management at [Lowe'sForPros.com](#)
 - Allows for additional flexibility such as downloading invoice details into an Excell spreadsheet, allowing for timelier and greater reporting capabilities.
- Additional security with special purchasing instructions
 - Ability to limit dollar amount of a single purchase
 - Can limit what employees can purchase.
- Choose the account structure that is right for the customers need
 - Regular – purchases are billed on one account number
 - Primary/Secondary – if your member has multiple locations that need to be linked to a centralized primary account, or has job accounting requirements. Billing may be centralized or mailed to various job accounts.

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. LoweForPros.com:

Agencies can visit LoweForPros.com can login as a member to obtain special offers, as well as gain access to industry articles, construction calculators, etc. Access is available to Lowe's Property Management system and Lowe's Quotation Center for additional business tolls and services.

14. MAINTENANCE SUPPLY RACK PROGRAM:

Lowe's Maintenance Supply Rack Program is a program to help keep agencies in stock with their most common consumable items needed. With an initial supply purchase of just \$100 or more, Lowe's will provide a 5 shelf metal rack to stock products for only a penny. Lowe's will provide labels to place on the racking to track inventory and make reordering simple.

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.