



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 10, 2011

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE, ADDENDUM #3, effective July 24, 2012**
CONTRACT NO. GSS11577-INDUSTRIAL
INDUSTRIAL SUPPLIES AND EQUIPMENT

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OF
KEY CONTRACT INFORMATION**

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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. USE OF THIS CONTRACT:

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This is not a mandatory use contract for covered agencies under Title 29 §6911.

Under Title 29 §6933, the State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

Government Support Services has joined the National Association of State Procurement Officials (NASPO) and the Western States Contracting Alliance (WSCA) for the State's industrial supplies and equipment requirements.

2. CONTRACT PERIOD:

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The contract executed by the State of Nevada for use by the State of Delaware under a Participating Addendum that allows state departments and agencies to use the agreement. The Master Price Agreement shall be effective from March 1, 2011 through February 28, 2014.

3. OVERLAPPING CORE LIST ITEMS:

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All current central contracts are listed at <http://contracts.delaware.gov/>. Any applicable agency contracts are also listed. The below contracts are mandatory use under 29 Del. C. §6911 (d) by every state department and agency within the Executive Branch and Judicial Branch of the state government. The following contracts may have overlapping core list items and the contract expirations may be extended.

Items that are available through these 'other' GSS contracts may be duplicated in Industrial Supplies contractor catalogs, but MUST be purchased from the referenced contracts below. Where an Industrial Supplies' contract item costs less, the vendors that are awarded the contracts below shall be offered the opportunity to meet or beat the Industrial Supplies' vendor price. If the awarded vendor cannot meet or beat the Industrial Supplies' contract price, agencies shall be able to procure the item through the Industrial Supplies' contract without the need to submit an I Found It Cheaper request (IFIC).

| Contract Name | Contract Number | Expiration |
|--|---|-------------------|
| CLOTHING, LINENS & TEXTILES, FOOTWEAR AND SCRUBS | GSS10070-CLOTHING | 31-Jan-13 |
| ELECTRICAL SUPPLY, LAMPS AND BALLASTS | GSS11491A-ELECTRICAL | 31-Jul-13 |
| FASTENERS | GSS09127-FASTENERS | 14-May-13 |
| HAND TOOLS - POWERED AND NON-POWERED | GSS12011-HAND TOOLS | 30-Apr-13 |
| HVAC FILTERS | GSS12017-HVAC FILTERS | 28-Feb-13 |
| JANITORIAL AND CAFETERIA SUPPLIES | GSS11603A-JNTRL SUPPL | 30-Nov-12 |
| LAB AND COMPRESSED GASES | GSS08170-LAB GAS | 30-Sep-12 |
| LABORATORY SUPPLIES AND EQUIPMENT | GSS11026A-LAB SUPPLIES | 14-Jan-14 |
| LAUNDRY SUPPLIES AND EQUIPMENT | GSS11161B-LAUNDRY | 30-Nov-13 |
| OFFICE SUPPLIES AND ACCESSORIES | GSS11489-OFFICESUPPLIES | 30-Jun-15 |
| PAINT, SUPPLIES AND LADDERS | GSS11020A-PAINT/LADDERS | 31-Aug-13 |
| PLUMBING SUPPLIES AND ACCESSORIES | GSS12129-PLUMBING | 31-Mar-13 |

Award Notice
Contract No.: GSS11577-INDUSTRIAL
FACILITIES MAINTENANCE AND INDUSTRIAL SUPPLIES

Fastenal was awarded contracts under FASTNERS and HAND TOOLS-POWERED AND NON-POWERED. This agreement offers better Fastenal pricing than the above contracts

4. **VENDORS:**

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| | | |
|--|--|--|
| <p>Contract # GSS11577-INDUSTRIALV01 State of Nevada Contract Number: 1862 FSF Vendor ID: 0000023132 Fastenal Company</p> <p>Attn: Donnalee Papenfuss, WSCA Contract Administrator 2001 Theurer Blvd Winona, MN 55987-1500 Phone: (507) 453-8339 Fax: (507) 494-7669 Email: dpapenfu@fastenal.com Website: www.fastenal.com</p> <p>Will provide fasteners and hand tools under this contract, in lieu of GSS09127-FASTENERS and GSS10011-HAND_TOOLS.</p> | | |
| <p>Contract # GSS11577-INDUSTRIALV02 State of Nevada Contract Number: 1862 FSF Vendor ID: 0000002995 Sid Tool Company d.b.a. MSC Industrial Supply</p> <table><tr><td>Attn: Joseph Reber Government & Education Manager 75 Maxess Road Melville, NY 11747-3151 Phone: (412) 370-2838 Fax: (302) 328-7024 Email: Reberj@mscdirect.com Website: www.mscdirect.com</td><td>Attn: David Ottenstein State Government Team Manager 75 Maxess Road Melville, NY 11747-3151 Phone: (904) 519-6002 Fax: (904) 519-6003 Email: ottenstd@mscdirect.com Website: www.mscdirect.com</td></tr></table> | Attn: Joseph Reber Government & Education Manager 75 Maxess Road Melville, NY 11747-3151 Phone: (412) 370-2838 Fax: (302) 328-7024 Email: Reberj@mscdirect.com Website: www.mscdirect.com | Attn: David Ottenstein State Government Team Manager 75 Maxess Road Melville, NY 11747-3151 Phone: (904) 519-6002 Fax: (904) 519-6003 Email: ottenstd@mscdirect.com Website: www.mscdirect.com |
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| <p>Contract # GSS11577-INDUSTRIALV03 State of Nevada Contract Number: 1862 FSF Vendor ID: 0000022006 W. W. Grainger, Inc.</p> <p>Attn: Dennis Flynn, Government Sales Manager 100 Grainger Parkway Lake Forest, IL 60045-5203 Phone: (908) 355-1099 Fax: (908) 558-7996 Email: dennis.flynn@grainger.com Website: www.grainger.com</p> | | |

5. SHIPPING TERMS:

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F.O.B. destination.

6. DELIVERY AND PICKUP:

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| | |
|---|--|
| <p>Contract # GSS11577-INDUSTRIALV01 State of Nevada Contract Number: 1862 FSF Vendor ID: 0000023132 Fastenal Company</p> <p>Fastenal Delaware Locations:</p> <p>130 Hickman Rd. Suite #5 Claymont, DE 19703 (302)798-1271</p> <p>1070A S. Little Creek Rd. Dover, DE 19901 (302)741-2445</p> <p>118-120 Sleepy Hollow Dr. Middletown, DE 19709 (302)378-5180</p> | <p>Contract # GSS11577-INDUSTRIALV02 State of Nevada Contract Number: 1862 FSF Vendor ID: 0000002995 Sid Tool Company d.b.a. MSC Industrial Supply</p> <p>MSC Delaware Location:</p> <p>19 East Commons Blvd. New Castle, DE 19720 (302) 328-7024</p> |
| <p>205 Mullet Run Street Milford, DE 19963 (302)422-9629</p> <p>2 King Court New Castle, DE 19720 (302) 323-1171</p> <p>500 Interchange Blvd Ste 509 Newark, DE 19711 (302)733-0777</p> <p>9308 Sussex Corporate Center Dr Seaford, DE 19973 (302)628-8393</p> <p>15 Germay Drive Wilmington, DE 19804 (302)654-1986</p> | <p>Contract # GSS11577-INDUSTRIALV03 State of Nevada Contract Number: 1862 FSF Vendor ID: 0000022006 W. W. Grainger, Inc.</p> <p>Grainger Delaware Location:</p> <p>117 Quigley Blvd. New Castle, DE 19720-4103 (302) 322-1840</p> |

7. PRICING:

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

See price schedule: <http://gss.omb.delaware.gov/contracting/contracts/577.shtml>

| Fastenal Company | |
|---------------------------------------|--------------------------------------|
| Category | Discount |
| Material Handling Repairs | 23% |
| Fasteners | 55% (in lieu of GSS09127-FASTENERS) |
| Outdoor Garden Supplies and Equipment | 23% |
| Pneumatic Tools | 23% |
| Power Tools and Accessories | 23% |
| Hand Tools | 23% (in lieu of GSS12011-HAND_TOOLS) |
| Safety | 23% |
| Welding and Soldering | 23% |

| MSC Industrial Supply Co. | |
|---------------------------------------|------------------------|
| Category | Discount |
| Material Handling Repairs | 12% |
| Outdoor Garden Supplies and Equipment | 12% |
| Safety | 12% |
| Welding and Soldering | 12% |
| | Volume Discount |
| Material Handling – Glide Max | 25% |
| Safety – Pro Safe | 25% |
| National Marker | 20% |
| Pro Source | 25% |
| Nu Line | 25% |

| W. W. Grainger, Inc. | |
|---------------------------------------|-----------------|
| Category | Discount |
| Material Handling Repairs | 15% |
| Outdoor Garden Supplies and Equipment | 12% |
| Safety | 20% |
| Welding and Soldering | 15% |

8. HAZARDOUS CHEMICAL INFORMATION:

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The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Agency. All safety data sheets and labels will be in accordance with the State of Delaware’s requirements.

MSDS sheets may be available for all Products on Contractor’s website or upon request at any store locations.

9. INSPECTIONS:

Goods furnished under this contract shall be subject to inspection and test by the Agency at times and places determined by the Agency. If the Agency finds goods furnished to be incomplete or in non-compliance with bid specifications, the Agency may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Agency, the Agency may cancel the order in whole or in part.

ADDITIONAL TERMS AND CONDITIONS:

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10. 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.

11. 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.

12. 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.

13. 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.

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>.