



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

April 30, 2012

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

FROM: PETER KOROLYK  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4559

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS12011-HAND\_TOOLS**  
**POWERED AND NON-POWERED**

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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 one (1) year period from May 1, 2012 through April 30, 2013. Each contract may be renewed for four (4) 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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<p><b>Tools and More (Mechanics Paradise)</b> 2335 N. DuPont Hwy New Castle, DE 19720</p> <p>Contact: Jay Baron Phone #: 302-652-8863 Fax #: 302-658-8865 Email: <a href="mailto:toolsandmore1@hotmail.com">toolsandmore1@hotmail.com</a> <b>FSF # 0000018186</b></p>	
<p><b>Fastenal Company</b> 2001 Theurer Blvd Winona, MN 55987</p> <p>Contact: Bill Franssen or Gene White Phone #: 757-342-6123 or 302-741-2445 Fax #: 507-494-3225 Email: <a href="mailto:govbids@fastenal.com">govbids@fastenal.com</a> <b>FSF # 0000023132</b></p>	

4. **SHIPPING TERMS:**

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

5. **DELIVERY AND PICKUP:**

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**The pricing spreadsheet will provide estimated delivery times, but it is important to contact your local vendor and determine their individual pick-up and delivery policies and schedules.**

**Following are the physical locations for each county.**

**New Castle County**

Tools & More, 2335 N DuPont Hwy, New Castle, DE 19720, 302-652-8863  
Fastenal, 130 Hickman Rd, Suite #5, Claymont, DE 19703, 302-798-1271  
Fastenal, 15 Germay Dr, Wilmington, DE 19804, 302-654-1986  
Fastenal, 2 King Ct, New Castle, DE 19720, 302-323-1171  
Fastenal, 500 Interchange Blvd, Suite 509, Newark, DE 19711, 302-733-0777  
Fastenal, 118-120 Sleepy Hollow Dr, Middletown, DE 19709, 302-378-5180

**Kent County**

Fastenal, 1070A S. Little Creek Rd, Dover, DE 19901, 302-741-2445  
Fastenal, 205 Mullet Run St, Milford, DE 19963, 302-422-9629  
**(per Fastenal, the Milford store will serve Georgetown and beach areas)**

**Sussex County**

Fastenal, 9308 Sussex Corporate Center Dr, Seaford, DE 19973, 302-628-8393

6. **PRICING:**

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Each of the awarded contract vendors has their prices displayed on the contract pricing spreadsheet, and each vendor has a spreadsheet tab dedicated to their contracted pricing. The pricing spreadsheet shows the following items:

- Core list of Primary Grade Tools
- Core list of Secondary Grade Tools
- Catalog Discounts
- Locations and Contact Numbers
- Stock and Non-stock Delivery Times, and Delivery Method
- Defective Tool Replacement Policy

The vendor pricing spreadsheet can be accessed from the State of Delaware's Contracting website:

<http://contracts.delaware.gov/>

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

## **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. 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.

### **11. REQUIREMENTS:**

This contract will be issued to cover the procurement of hand tool, both powered and non-powered, requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality or Volunteer Fire Company.

For purposes of bid submission, powered hand tools refer to tools that are powered by electric current, and shall be either corded or cordless. The State reserves the right to independently solicit a contract for tools powered by any other means than electric current, and which shall include at a minimum, gasoline powered equipment.

**12. 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.

**13. 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.

**14. 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.

**15. 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>.

**16. PREFERRED GRADE TOOLS:**

Preferred grade tools are identified as professional, high quality grade tools meant for everyday use by trained specialty personnel, with superior grade component manufacture. A tentative list has been presented in the ITB's Appendix A – Pricing spreadsheet. The list provided is not intended to be exhaustive or provide commentary about other manufacturer products, but to provide a basis for a comparative bid.

Non-powered Preferred Grade List tools shall have a lifetime warranty subject to manufacturer terms and conditions, but shall not be applicable if the tool has been abused, modified or altered.

Powered Preferred Grade tools shall have an extended warranty period, which shall not be less than two (2) years.

**17. SECONDARY GRADE TOOLS:**

Secondary tools should be of comparable design, but will not be required to have the same warranty period. At a minimum, non-powered Secondary Grade Tools should have warranty not less than one (1) year.

Powered Secondary Grade Tools shall not have a warranty not less than (90) days.