



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 29, 2012

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

FROM: Michael Bacu
STATE CONTRACT PROCUREMENT OFFICER
302-857-4522

SUBJECT: **AWARD NOTICE, Addendum #1**
CONTRACT NO. GSS12017-HVAC_FILTRS
HVAC Filters

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OF
KEY CONTRACT INFORMATION**

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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 February 29, 2012 through February 28, 2013. Each contract may be renewed for one (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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Tri-Dim Filter Corporation

93 Industrial Way
Louisa, VA 23093
FSF ID# 0000030157

Sales Representative

Jeff Cross
Phone: 856/786-2447
Fax: 856/786-5095
Cell: 856/912-8222
Email: j.cross@tridim.com

Customer Service

Gail Luck
Phone: 800/458-9835 x4415
Fax: 775/637-4907
Email: g.luck@tridim.com

4. SHIPPING TERMS:

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F.O.B. destination.

5. PACKAGING AND DELIVERY :

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Packaging for shipment shall be such as to protect the product adequately to insure safe shipment. All products are to be packaged in sizes as specified in the proposal and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification.

Shipping, cases shall be marked to show the name of the supplier, name and address of receiving agency and state purchase order number. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton.

Itemized packing list is to accompany all shipments.

Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection at the contractor's expense.

If the contractor fails to deliver by the specified delivery date, the ordering agency reserves the right to cancel the portion of the order which the contractor has failed to deliver within the specified time and to purchase that item or items elsewhere, charging the increase in price and cost of handling, if any, to the contractor. In the event of a contract cancellation for cause, the state reserves the right to cancel all outstanding orders. Identify any online ordering capabilities available.

6. UNSATISFACTORY MERCHANDISE REPLACEMENT:

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In the event that the merchandise supplied, in the opinion of the using agency, is not performing satisfactory the contractor will be notified of such, either by fax or written notification. The contractor must then remove and replace the defective item(s) within ten (10) days from date of notification, at no additional cost to the state. Failure to comply with these directions may result in the decision of the director, division of purchase and property to cancel the said item from the contract and authorize the agency to procure the same from any other available source. All associated costs in this circumstance will be borne by the defaulting contractor.

7. PRICING:

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

Discount off non-contracted catalog items is 52%.

| SIZE | TYPE | MODEL NUMBER | UNIT PRICE |
|---------------------|----------------------|--------------|------------|
| 8 x 32 x 1 | Fiberglass Throwaway | 06008321ne | \$2.09 |
| 9 X 60 1/2 X 1/2 | Fiberglass Throwaway | 0600960d.5ne | \$3.39 |
| 9 X 65 1/2 X 1 | Fiberglass Throwaway | 0600965d1ne | \$3.39 |
| 9 1/2 X 72 X 1 | Fiberglass Throwaway | 06009d721ne | \$3.59 |
| 10 X 20 X 1 | Fiberglass Throwaway | 06110201tg-1 | \$1.11 |
| 10 X 36 X 1 | Fiberglass Throwaway | 06010361ne | \$2.31 |
| 10 X 48 X 1 | Fiberglass Throwaway | 06010481ne | \$3.26 |
| 10 X 60 X 1 | Fiberglass Throwaway | 06010601ne | \$3.59 |
| 10 X 72 X 1 | Fiberglass Throwaway | 06010721ne | \$3.59 |
| 12 X 24 X 1 | Fiberglass Throwaway | 06112241tg-1 | \$1.11 |
| 12 x 24 x 2 | Fiberglass Throwaway | 06112242tg-1 | \$1.56 |
| 13 3/4 X 65 3/4 X 1 | Fiberglass Throwaway | 06013g65g1ne | \$3.64 |
| 14 X 20 X 1 | Fiberglass Throwaway | 06114201tg-1 | \$1.11 |
| 14 X 25 X 1 | Fiberglass Throwaway | 06114251tg-1 | \$1.15 |
| 14 X 25 X 2 | Fiberglass Throwaway | 06114251tg-1 | \$1.56 |
| 15 X 20 X 1 | Fiberglass Throwaway | 06115201tg-1 | \$1.11 |

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Contract No: GSS12017-HVAC_FILTRS

| SIZE | TYPE | MODEL NUMBER | UNIT PRICE |
|--------------------|----------------------|----------------|------------|
| 15 X 30 X 1 | Fiberglass Throwaway | 06115301tg-1 | \$1.65 |
| 16 X 16 X 1 | Fiberglass Throwaway | 06116161tg-1 | \$1.32 |
| 16 X 20 X 1 | Fiberglass Throwaway | 06116201tg-1 | \$1.11 |
| 16 X 20 X 2 | Fiberglass Throwaway | 06116202tg-1 | \$1.56 |
| 16 X 24 X 1 | Fiberglass Throwaway | 06116241tg-1 | \$1.56 |
| 16 X 25 X 1 | Fiberglass Throwaway | 06116251tg-1 | \$1.15 |
| 16 X 25 X 2 | Fiberglass Throwaway | 06116252tg-1 | \$1.56 |
| 16 X 33 X 1 | Fiberglass Throwaway | 06016331ne | \$2.31 |
| 16 7/8 X 30 X 1 | Fiberglass Throwaway | 06016h301ne | \$2.74 |
| 18 X 25 X 1 | Fiberglass Throwaway | 06118251tg-1 | \$1.65 |
| 18 X 25 X 2 | Fiberglass Throwaway | 06118251tg-1 | \$4.07 |
| 20 X 20 X 1 | Fiberglass Throwaway | 06120201tg-1 | \$1.11 |
| 20 X 20 X 2 | Fiberglass Throwaway | 06120202tg-1 | \$1.56 |
| 20 X 24 X 1 | Fiberglass Throwaway | 06120241tg-1 | \$1.56 |
| 20 X 24 X 2 | Fiberglass Throwaway | 06120242tg-1 | \$1.68 |
| 20 X 25 X 2 | Fiberglass Throwaway | 06120252tg-1 | \$1.68 |
| 24 X 24 X 1 | Fiberglass Throwaway | 06124241tg-1 | \$1.72 |
| 24 X 24 X 2 | Fiberglass Throwaway | 06124242tg-1 | \$1.98 |
| 9 X 27 1/2 X 1 | Synthetic Throwaway | 0600927d1nep | \$1.97 |
| 9 1/2 X 72 X 1 | Synthetic Throwaway | 06009d721nep | \$3.59 |
| 9 3/4 X 48 X 1 | Synthetic Throwaway | 06009g481nep | \$3.26 |
| 9 3/4 X 72 1/4 X 1 | Synthetic Throwaway | 06009g72b1nep | \$3.59 |
| 10 X 36 X 1 | Synthetic Throwaway | 06010361nep | \$2.31 |
| 10 X 36 1/4 X 1 | Synthetic Throwaway | 0601036b1nep | \$3.08 |
| 10 X 36 1/2 X 1 | Synthetic Throwaway | 0601036d1nep | \$3.08 |
| 10 X 60 1/2 X 1 | Synthetic Throwaway | 0601060d1nep | \$3.59 |
| 11 X 32 1/2 X 1/2 | Synthetic Throwaway | 0601132d.5nep | \$2.31 |
| 20 X 24 X 1/2 | Synthetic Throwaway | 0602024.5nep | \$2.45 |
| 8 X 18 X1 | MERV 7 | 23008e08e140 | \$3.75 |
| 8 1/2 X 23 1/2 X 1 | MERV 7 | 23008de23de140 | \$3.92 |
| 9 1/2 X 27 1/2 X 1 | MERV 7 | 23009de27de140 | \$7.50 |
| 9 3/4 X 46 X 1 | MERV 7 | 23009ge46e140 | \$7.83 |
| 12 X 20 X 1 | MERV 7 | 2301220140 | \$2.19 |
| 12 X 20 X 2 | MERV 7 | 2301220240 | \$2.19 |
| 12 X 22 X 1 | MERV 7 | 23012e22e140 | \$3.92 |
| 12 X 24 X 1 | MERV 7 | 2301224140 | \$2.19 |
| 12 X 24 X 2 | MERV 7 | 2301224240 | \$2.19 |
| 14 7/8 X 24 X 1 | MERV 7 | 23014he24e140 | \$3.98 |
| 14 X 20 X 1 | MERV 7 | 2301420140 | \$2.37 |
| 14 X 20 X 2 | MERV 7 | 2301420240 | \$2.37 |
| 14 X 24 X 1 | MERV 7 | 2301424140 | \$2.42 |
| 14 X 25 X 1 | MERV 7 | 2301425140 | \$2.53 |
| 14 X 25 X 2 | MERV 7 | 2301425240 | \$2.64 |
| 14 X 30 X 1 | MERV 7 | 2301430140 | \$7.83 |
| 15 X 20 X 2 | MERV 7 | 2301520240 | \$2.37 |
| 16 X 16 X 1 | MERV 7 | 2301616140 | \$2.51 |
| 16 X 16 X 2 | MERV 7 | 2301616240 | \$2.51 |
| 16 X 20 X 1 | MERV 7 | 2301620140 | \$2.31 |
| 16 X 20 X 2 | MERV 7 | 2301620240 | \$2.37 |
| 16 X 20 X 4 | MERV 7 | 2301620440 | \$3.71 |

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| SIZE | TYPE | MODEL NUMBER | UNIT PRICE |
|-------------|----------------------|--------------|------------|
| 16 X 24 X 2 | MERV 7 | 2301624240 | \$2.64 |
| 16 X 25 X 1 | MERV 7 | 2301625140 | \$2.47 |
| 16 X 25 X2 | MERV 7 | 2301625240 | \$2.64 |
| 18 X 24 X 2 | MERV 7 | 2301824240 | \$2.74 |
| 18 X 25 X 1 | MERV 7 | 2301825140 | \$2.85 |
| 18 X 25 X 2 | MERV 7 | 2301825240 | \$2.85 |
| 20 X 20 X 1 | MERV 7 | 2302020140 | \$2.47 |
| 20 x 20 x 2 | MERV 7 | 2302020240 | \$2.64 |
| 20 X 24 X 2 | MERV 7 | 2302024240 | \$2.85 |
| 20 X 25 X 1 | MERV 7 | 2302025140 | \$2.69 |
| 20 X 25 X 2 | MERV 7 | 2302025240 | \$2.90 |
| 20 X 25 X 4 | MERV 7 | 2302025440 | \$4.50 |
| 20 X 30 X 1 | MERV 7 | 2302030140 | \$3.35 |
| 20 X 24 X 1 | MERV 7 | 2322024140 | \$2.85 |
| 24 X 24 X 2 | MERV 7 | 2302424240 | \$3.34 |
| 24 X 24 X 4 | MERV 7 | 2302424440 | \$4.89 |
| 14 X 20 X 2 | MERV 7 HIGH CAPACITY | 2321420240 | \$2.64 |
| 16 X 20 X 2 | MERV 7 HIGH CAPACITY | 2321620240 | \$2.69 |
| 16 X 25 X 1 | MERV 7 HIGH CAPACITY | 2321625140 | \$2.64 |
| 16 X 25 X 2 | MERV 7 HIGH CAPACITY | 2321625240 | \$2.90 |
| 20 X 20 X 2 | MERV 7 HIGH CAPACITY | 2322020240 | \$2.90 |
| 20 X 25 X 2 | MERV 7 HIGH CAPACITY | 2322025240 | \$3.28 |
| 20 X 24 X 2 | MERV 7 HIGH CAPACITY | 2322024240 | \$3.23 |
| 24 X 24 X 2 | MERV 7 HIGH CAPACITY | 2322424240 | \$3.65 |
| 10 X 60 X 1 | MERV 8 | 23010e60e108 | \$13.54 |
| 12 X 20 X 1 | MERV 8 | 2301220108 | \$2.43 |
| 12 X 24 X 2 | MERV 8 | 2301224208 | \$2.44 |
| 15 X 20 X 1 | MERV 8 | 2301520108 | \$2.55 |
| 16 X 16 X 1 | MERV 8 | 2301616108 | \$4.51 |
| 16 X 20 X 1 | MERV 8 | 2301620108 | \$2.49 |
| 16 X 20 X 2 | MERV 8 | 2301620208 | \$2.55 |
| 16 X 20 X 4 | MERV 8 | 2301620408 | \$4.01 |
| 16 X 25 X 2 | MERV 8 | 2301625208 | \$2.84 |
| 18 X 18 X 1 | MERV 8 | 2301818108 | \$4.80 |
| 20 X 20 X 1 | MERV 8 | 2302020108 | \$2.67 |
| 20 X 20 X 2 | MERV 8 | 2302020208 | \$2.84 |
| 20 X 25 X 2 | MERV 8 | 2302025208 | \$3.14 |
| 20 X 25 X 4 | MERV 8 | 2302025408 | \$4.82 |
| 24 X 24 X2 | MERV 8 | 2302424208 | \$3.60 |
| 16 X 20 X 2 | MERV 8 HIGH CAPACITY | 23321620208 | \$2.90 |
| 16 X 25 X 2 | MERV 8 HIGH CAPACITY | 2321625208 | \$3.14 |
| 20 X 20 X 1 | MERV 8 HIGH CAPACITY | 2322020108 | \$2.84 |
| 20 X 20 X 2 | MERV 8 HIGH CAPACITY | 2322020208 | \$3.14 |

| SIZE | TYPE | MODEL NUMBER | UNIT PRICE |
|-------------|----------------------|--------------|------------|
| 20 X 25 X 1 | MERV 8 HIGH CAPACITY | 2322025108 | \$2.90 |
| 20 X 25 X 2 | MERV 8 HIGH CAPACITY | 2322025208 | \$3.08 |
| 20 X 25 X 4 | MERV 8 HIGH CAPACITY | 2322025408 | \$5.22 |
| 20 X 30 X 1 | MERV 8 HIGH CAPACITY | 2322030108 | \$3.82 |
| 24 X 24 X 2 | MERV 8 HIGH CAPACITY | 2322424208 | \$3.95 |
| 24 X 24 X 4 | MERV 8 HIGH CAPACITY | 2322424408 | \$5.69 |

ADDITIONAL TERMS AND CONDITIONS

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8. 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.

9. 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.

10. 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.

11. 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.

12. REQUIREMENTS:

No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement.

There will be no "small order", "minimum order," or "special order" charges or surcharges

There will be no return fees for inaccuracies or other errors on the part of the supplier

Any rush delivery that occurs as a result of Supplier's error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.

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. 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.

15. 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.

16. 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

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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>.