



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

January 24, 2014

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

FROM: Dennis J Smith  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4544

SUBJECT: **AWARD NOTICE, Addendum #4** – Effective 4/1/2014  
**CONTRACT NO. GSS12129-PLUMB\_SUPL,**  
Plumbing Supplies

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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 April 1, 2012 through March 31, 2013. Each contract may be renewed for three (3) additional one (1) year periods 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. This contract has been extended through March 31, 2014 under the same pricing, terms and conditions.

**This contract has been extended through March 31, 2015 under the same pricing, terms and conditions.**

**3. VENDORS:**

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<p><b>Delaware Plumbing Supply</b>          dba: AquafLOW Pump &amp; Supply Company          2309 N. DuPont Hwy          New Castle, DE 19720</p> <p>Contact: Bob Poppiti          Phone: 302-656-5437          Fax: 302-656-4309  <a href="mailto:rpoppiti@aquafLOW-pumps.com">rpoppiti@aquafLOW-pumps.com</a></p> <p>FSF Contract: GSS12129-PLUMB_SUPLV01          FSF Vendor#: 0000024232</p>	<p><b>Ferguson Enterprises</b>          28600 Naylor Mill Rd., Ste A          Salisbury, MD 21801-8056</p> <p>Contact: Curtis Mitchell          Phone: 443-523-1860          Fax: 410-219-3457  <a href="mailto:curtis.mitchell@ferguson.com">curtis.mitchell@ferguson.com</a></p> <p>FSF Contract: GSS12129-PLUMB_SUPLV02          FSF Vendor#: 0000034514</p>
<p><b>Plumb Master</b>          P.O. Box 850          Concordville, PA 19331</p> <p>Contact: Jerry Lindell          Phone: 800-523-5130          Fax: 800-259-3143  <a href="mailto:customerservice@plumbmaster.com">customerservice@plumbmaster.com</a></p> <p>FSF Contract: GSS12129-PLUMB_SUPLV03</p>	<p><b>Secure Detention Products</b>          31630 Railroad Canyon Rd. Suite 14          Canyon Lake, CA 92587</p> <p>Contact: Lance Phillips          Phone: 951-639-3500          Fax: 951-639-3682  <a href="mailto:lance@securedetention.com">lance@securedetention.com</a></p> <p>FSF Contract: GSS12129-PLUMB_SUPLV04</p>

FSF Vendor#: 0000034512	FSF Vendor#: 0000123382
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**4. SHIPPING TERMS:**

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F.O.B. destination.

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.

**5. DELIVERY AND PICKUP:**

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<p><b>Delaware Plumbing Supply</b>          Div. of Aquaflow Pump &amp; Supply Co.</p> <p>1 day delivery stock items          2 day delivery non-stock items</p> <p>Pick up locations: (7:00-5:00 M-F)          2309 N. DuPont Hwy, New Castle, DE          1561 Pulaski Hwy, Bear DE          16816 S. DuPont Hwy, Harrington, DE</p>	<p><b>Ferguson Enterprises</b></p> <p>1 day delivery stock items          1-5 days delivery non-stock items</p> <p>Pick up locations: (M-F: 7-5, SAT: 7:30-12)          Millsboro, DE          Salisbury, MD          Wilmington, DE</p>
<p><b>Plumb Master</b></p> <p>3-5 days delivery stock items          7-10 days delivery non-stock items</p>	<p><b>Secure Detention Products</b></p> <p>3 day delivery stock items          8 day delivery non-stock items</p>

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.

All products are subject to final acceptance at point of delivery. Rejected shipments are the responsibility of the contractor and must be removed from agency premises at contractor expense. If circumstances beyond the control of the contractor may possibly result in a late delivery, it is the responsibility of the contractor to immediately make the details known to the ordering Agency in writing: the ordering agency reserves the right to cancel all or part of any such order and purchase the item or items elsewhere, charging any price increase to the contractor.

**6. PRICING:**

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Pricing of core list is attached as separate spreadsheet.

Percentage off non-core listed catalog items:

33%	Delaware Plumbing Supply
11.6%	Ferguson Enterprises
20%	Plumb Master (Stock Items Only)
48%	Secure Detention Products (Repair Parts)
38%	Secure Detention Products (Fixtures)

**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.

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.

**11. 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.

**12. 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.

**13. 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.

**14. 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>.

#### **15. OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf). The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

#### **16. I FOUND IT CHEAPER:**

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_found\\_cheaper\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf). The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.