



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 14, 2014

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

FROM: Ninna Vaughn
STATE CONTRACT PROCUREMENT OFFICER I
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SUBJECT: **AWARD NOTICE – Addendum #3 (Effective September 1, 2018)**
CONTRACT NO. GSS14020-PAINT/LADDER
Paints, Specialty Paints, Supplies & Ladders

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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 two (2) year period from September 1, 2014 through August 31, 2016. Each contract may be renewed for three (3) 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.

Addendum # 1 extends this contract one year through August 31, 2017.

Addendum # 2 extends this contract one year through August 31, 2018.

Addendum # 3 extends this contract one month through September 30, 2018.

3. VENDORS

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McCormick Paints
1204 Coastal Highway
Fenwick Island, DE 19944
Fax: (302) 541-5577
Telephone: (302) 541-5551
Contact: Eddie Hipps, Store Manager
fenwick@mccormickpaints.com
FSF Vendor ID#0000218498

Sherwin Williams Company
1675 So. State Street, Suite D
Dover, DE 19901
Fax: 302-734-4759
Telephone: 302-734-4084
Contact Person: Ryan F. Irving
ryan.f.irving@sherwin.com
FSF Vendor ID#0000021645

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid. Vendors shall not charge for delivery.

5. DELIVERY AND PICKUP

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Delivery shall be according to time lines listed on the Award Notice Pricing Spreadsheet for each vendor.

6. PRICING

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

Prices for both vendors are provided on the Award Notice Pricing Sheet. Users may choose to purchase from either vendor.

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.

Catalogs, Bulletins and Technical Data Sheets shall be made available to any ordering agency upon request. Material Safety Data Sheets must be included with every shipment.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14020-PAINT/LADDER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

The contractors shall provide all materials and labor to satisfy the State of Delaware's needs for Paints, Specialty Paints, Supplies and Ladders, as described herein. The services will require the contractors to partner with and cooperate with the ordering agency to make sure the state receives the most current state-of-the-art services.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

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 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>.

17. INSPECTION

Upon delivery, the material will be inspected, and if found to be defective or if it fails in any way to meet the specifications as indicated in this proposal, it may be rejected. All rejected material or shortages will be replaced by the supplier within five (5) business days.

18. TECHNICAL SPECIFICATIONS

All paints bid and supplied under this Contract shall be **premium, top of the line** for the paint description and will carry a label to identify it as such. Specially prepared paint or labels will not be accepted.

All containers received dented or damaged shall be rejected and promptly replaced.

Bidders shall submit with their proposal, all manufacturer warranties for paints bid under this Contract. Such warranty(s) shall prevail only to the extent that they do not otherwise conflict with other contract provisions.

Paints bid for this Contract shall contain no lead or mercury products unless specifications allow for such deviations.

Each bidder must supply a current hard copy paint brush catalog, ladder catalog and paint catalog to include Product Finishes/Supplies, with their bid. An electronic catalog must also be provided. The bid shall also include an offered discount schedule of all catalog items.

Bidders will be required to provide a link for each Manufacturer catalog. Link must be to the actual catalog included in the proposal submission; not the Manufacturer website. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract.**

The successful vendor(s) shall supply color charts for their paints to all agencies, upon request at no charge.

Successful vendor(s) shall not be permitted to substitute any paint covered by this Contract without prior written approval from Government Support Services. The manufacturer's standard printed label shall be affixed to each container. Manufacturer, trade name or brand, catalog number, color and complete directions for use shall be printed on the label. The trade name or brand and catalog number must be the same product proposed for this ITB. Paint containers shall be new and of industry standards for plastic or metal construction.

All paints bid under this contract shall be manufactured and labeled to comply with all latest OSHA requirements and Federal Air Quality Control Standards Act. All paints supplied must meet State OTC-VOC regulations as of January 1, 2005.

As required in the Hazardous Chemical Information Act found at <http://decode.delaware.gov/title16/co24/index.shtml>, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be included with every shipment.

Each line of color or tinted paint bid under this contract shall have no less than three (3) shades available for purchase. Additionally, standard colors, white-based, mid-tone, deep-based, accent and neutral based colors shall be included in the bid price.

TECHNICAL SPECIFICATIONS (continued)

No material supplied under this contract shall have been in stock in excess of one (1) year from the date it was manufactured and shall have a usable shelf life of not less than one (1) year from the date it is supplied to the using agency.

ALL PAINT BRUSHES SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, SECTION 3:

1. – FILAMENTS: Round/Solid/Tapered. See individual specification.
2. – BRISTLES: See each individual specification.
3. – HANDLES: Close grained hardwood enamel varnish or lacquer finish or non-slip resin. Shape of handle indicated on each individual brush specification.
4. – FERRULES: Non-corrosive, rust resistant. Ferrules and nails shall show no rust after 30 days at 100% RH and 73 degrees F. 0.012" thickness min. and 1-1/2" depth min. See variation for 6" WALL BRUSH.
5. – NAILS: 5/16" annual threaded – rust resistant. 4 nails minimum per 1 inch through 3 inch brushes and 6 nails minimum for 4 inch and 6 inch brushes.
6. – HOLD: Epoxy – 3/8" min. NO loose filaments or bristles.
7. – DIVIDERS: Wooded – Angular Sash, Flat Sash, and Enamel Brushes = 1 divider, 3 & 4 inch Wall Brushes = 2 dividers, 6 inch Wall Brush = 4 dividers
8. – TOLERANCES: "Thickness" and "Length Out" =+ or – 1/16"
"Weight of Filament or Bristle =+10%

SPECIAL FEATURES

Groups 1 thru 11 shall be domestic brands only. Wooster, Bestt-Liebco, Purdy, Rubberset, Corona or other proposed and accepted as approved equal domestic brand.

Group One

Brushes in this group are of the finest quality for use with latex and oil base paints. These brushes are recommended for painting woodwork, trim, doors and cabinets.

Group Two

Brushes in this group are of the finest quality for use with latex and oil base paints. These brushes are recommended for painting window sash and trim, small objects and difficult to reach areas.

Group Three

Brushes in this group are of the finest quality for use with latex and oil base paints. These brushes are recommended for painting walls, floors, shingles, siding, woodwork, trim, furniture, doors and cabinets.

TECHNICAL SPECIFICATIONS (continued)

Group Four thru Nine

Brushes in these groups are of the finest quality with the finest filament materials blended for smooth even paint flow, improved paint pick up, less drag and reduced brush strokes, and easier, more precise cutting in.

Group Ten – Economy Brushes

Brushes in this group are for use with latex and oil base paints. These brushes are recommended for trim and touch up painting as well as doors, floors and other large flat surfaces.

Group Eleven – Throw Away Brushes

Brushes in this group are for use with oil base paint. They can also be used in light grease and oil application. These brushes are inexpensive touch up and trim brushes and are intended to be thrown away.