



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 31, 2015

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

FROM: THERESA NEWMAN
PROCUREMENT OFFICER
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum #2 – Effective April 12, 2017, Extending
Ferguson Contract through March 31, 2018
CONTRACT NO. GSS15129-PLUMB_SUPL
Plumbing Supplies**

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT..... 2
2. CONTRACT PERIOD 2
3. VENDORS 2
4. SHIPPING TERMS 4
5. DELIVERY 4
6. PRICING 4
ADDITIONAL TERMS AND CONDITIONS..... 4



KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

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

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for a two (2) year period from April 1, 2015 through March 31, 2017. 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.

This contract has been extended through March 31, 2018 under the same pricing, terms and conditions.

3. VENDORS

[\(Return to Table of Contents\)](#)

| Best Plumbing Specialties | Cooney Brother's Inc. |
|--|---|
| <p>Address: 3039 Ventrie Ct Myersville, MD 21773</p> <p>Contact Person: Rhonda Crebbs</p> <p>Phone: 800-448-6710</p> <p>Email: teamd@bestplumbingonline.com</p> <p>Website: www.bestplumbingonline.com</p> <p>FSF Contract: GSS15129-PLUMB_SUPLV03 FSF Vendor#: 0000002116</p> | <p>Address: 1850 Gravers Rd #100 Plymouth Meeting, PA 19462</p> <p>Contact Person: Gerry Cooney</p> <p>Phone: 610-272-2100</p> <p>Email: gcooney@cooneybrothers.com</p> <p>Website: http://www.cooneybrothers.com/</p> <p>FSF Contract: GSS15129-PLUMB_SUPLV04 FSF Vendor#: 0000167906</p> |

(Continued on next page)

| Delaware Plumbing Supply | Ferguson Enterprise |
|--|--|
| <p>Address: 2309 N DUPONT HIGHWAY NEW CASTLE DE 19720-6300</p> <p>Contact Person: BOB POPPITI RICH PATTERSON</p> <p>Phone: 302-656-5437</p> <p>Email: poppiti@aquaflow-pumps.com; rpatterson@aquaflow-pumps.com</p> <p>Additional locations for Pick-Up/Delivery: 2309 N. DUPONT HIGHWAY, NEW CASTLE DE 19720-6300 302-656-5437</p> <p>1561 PULASKI HIGHWAY BEAR DE 19701 302-834-1311</p> <p>16816 SO DUPONT HIGHWAY, HARRINGTON DE 19953 302-398-3704</p> <p>Pickup Available Mon-Fri 7am-5pm</p> <p>Website: www.aquaflow-pumps.com</p> <p>FSF Contract: GSS15129-PLUMB_SUPLV01 FSF Vendor#: 0000024232</p> | <p>Address: 28600 Naylor Mill Rd Salisbury, MD, 21801</p> <p>Contact Person: Joseph Sharkey</p> <p>Phone: 443-523-1860</p> <p>Email: Joseph.Sharkey@ferguson.com</p> <p>Additional locations for Pick-Up/Delivery: 28520 Dupont Blvd Millsboro DE 19966 302-934-6040</p> <p>28600 Naylor Mill Rd Salisbury MD 21801 443-523-1860</p> <p>2000 Maryland Ave Wilmington DE 19805 302-656-4421</p> <p>10 Maggies Way Dover DE 19901 302-747-2032</p> <p>Pickup Available Mon-Fri 7am-5pm</p> <p>Website: https://www.fergusononline.com</p> <p>FSF Contract: GSS15129-PLUMB_SUPLV02 FSF Vendor#: 0000031514</p> |

4. SHIPPING TERMS

[\(Return to Table of Contents\)](#)

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

5. DELIVERY AND PICKUP

[\(Return to Table of Contents\)](#)

All items with the exception of Specialty Items, shall be delivered within twenty-four (24) hours ARO. In the event of an emergency, item shall be delivered within two (2) hours or be available for immediate pick up. Delivery or pick up shall be determined by the ordering agency. Contractor must provide the part number, full description, and price on each packing slip. Each item must be individually labeled with part number.

- NOTE:
1. Emergencies will be determined by the ordering agency.
 2. The agency involved may specify that a 24 hour delivery is not required. This is at the discretion of the ordering agency.

6. PRICING

[\(Return to Table of Contents\)](#)

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

See Pricing Spreadsheet.

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15129-PLUMB_SUPL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

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

Award Notice AN#2

Contract No. GSS15129-PLUMB_SUPL

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>.