STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 20, 2017

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4549

SUBJECT: **AWARD NOTICE – ADDENDUM #2 (Effective May 22, 2019)**
CONTRACT NO. GSS17127-FASTENERS
Fasteners

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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 May 15, 2017 to May 14, 2019. 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.

1. **Addendum #1 extends the contract through May 14, 2020.**

3. VENDORS

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Class C Solutions Group **GSS17127-FASTENERSV01** 525 Harbour Place Drive Davidson, NC 28036 POC: David Hardesty PH: 443-254-7149 Email: david.hardesty@mscdirect.com FSF: 0000002995	Fastenal Company **GSS17127-FASTENERSV02** 2001 Theurer Blvd. Winona, MN 55987 POC: Bill Franssen PH: 757-342-6123 Email: wfransse@fastenal.com FSF: 0000023132
Kimball Midwest **GSS17127-FASTENERSV03** 4800 Roberts Road Columbus, OH 43228 POC: LeAnna Toebbe PH: 614-951-2478 Email: leanna.toebbe@kimballmidwest.com FSF: 0000140937	United Electric Supply, Inc. **GSS17127-FASTENERSV04** 10 Bellecor Drive New Castle, DE 19720 POC: John Sechrist PH: 302-324-3231 Email: jsechrist@unitedelectric.com FSF: 0000024653

**Refer to Pricing Spreadsheet for physical store location included in the award.
***This is an eMarketplace enabled contract.

4. SHIPPING TERMS

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

5. PRICING

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Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheet for Current Pricing.

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. 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.

8. 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.

9. 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.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17127-FASTENERS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

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.

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. ADDENDUM HISTORY

1. Addendum #1 extends the contract for 1 year through May 14, 2020 and update vendor information for Pricing Spreadsheet #1.
2. Addendum #2 updates vendor contact information for Kimball Midwest, United Electric Supply, and Fastenal.

17. TECHNICAL SPECIFICATIONS

a. **GRADE 5 HEX HEAD CAP SCREWS**

1. 120,000 P.S.I. Minimum Tensile Strength
2. Manufactured in U.S.A. or Canada
3. Conform to SAE J429 Material and Mechanical Properties
4. Product Dimensions to ANSI B18.2.1
5. Must have corrosion resistant plating

b. **GRADE 8 HEX CAP SCREWS**

1. 150,000 P.S.I. Minimum Tensile Strength
2. Manufactured in U.S.A. or Canada
3. Conform to SAE J429 Material and Mechanical Properties
4. Product Dimensions to ANSI B18.2.1
5. Must have corrosion resistant plating

c. **FINISHED HEX NUTS**

1. Meet or exceed all SAE requirements for their respective Grade (Grade 5 and Grade 8)
2. Meet or exceed ANSI B18.2.2 and SAE J995 standards

d. **OTHER REQUIREMENTS**

1. A current catalog with all product descriptions must be included with your bid.
2. A certificate of conformance and applicable heat treat number must be supplied with each Grade 5 or Grade 8 Cap Screws and associated finished nuts order.
3. Bidders must have adequate stocking facility(s) to support any resultant contract.
4. Standard marks (as seen on following page) to easily identify Grade 5 and Grade 8 or provide certificates of authenticity of grade.

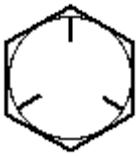
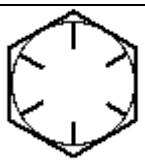
e. Items under Section I not covered by the above Technical Requirements will meet a minimum standard of Grade 5 in all cases.

SCREW AND BOLT THREAD COUNT

SCREW/BOLT	THREADS PER INCH	
SIZE	USS	SAE
#4	40	48
#6	32	40
#8	32	36
#10	24	32
#12	24	28
1/4	20	28
5/16	18	24
3/8	16	24
7/16	14	20
1/2	13	20
9/16	12	18
5/8	11	18
3/4	10	16
7/8	9	14

HEX HEAD BOLT MARKINGS

The strength and type of steel used in a bolt is supposed to be indicated by a raised mark on the head of the bolt. The type of mark depends on the standard to which the bolt was manufactured. Most often, bolts used in machinery are made to SAE standard J429, and bolts used in structures are made to various ASTM standards. The tables below give the head markings and some of the most commonly-needed information concerning the bolts. For further information, see the appropriate standard.

SAE Grade No.	Size Range	Tensile Strength KSI	Material	Head Marking
5	1/4 thru 1 1-1/8 thru 1-1/2	120 105	Medium carbon steel, quenched & tempered	
8	1/4 thru 1-1/2	150	Medium carbon alloy steel, quenched & tempered