



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 1, 2018

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 #3 - Effective 07/01/2020**
CONTRACT NO. GSS18577-INDUSTRIAL
INDUSTRIAL SUPPLIES AND EQUIPMENT

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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

NOTE All orders for anyone utilizing this contract should be placed on [eMarketplace](#).

KEY CONTRACT INFORMATION

1. USE OF THIS CONTRACT

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This is not a mandatory use contract for covered agencies under Title 29 §6911.

- a. Under Title 29 §6933, the State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the State of Oregon, under the National Association of State Procurement Officers (NASPO) ValuePoint contract for the procurement of the State's industrial supplies and equipment requirements.

2. CONTRACT PERIOD

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The requirements herein are in addition to those in the executed NASPO ValuePoint contract and shall continue through June 30, 2019. At the sole discretion of Government Support Services, this Participating Addendum may further be extended to include any extensions as agreed to, by and between NASPO ValuePoint and the Awarded Vendors. The Master Price Agreement shall be effective from October 1, 2018 through June 30, 2019.

Addendum #1 updates contact information for Fastenal Company.

Addendum #2 extends this contract for one year from July 1, 2019 through June 30, 2020 under the same pricing, terms and conditions

Addendum #3 extends this contract for one year from July 1, 2020 through June 30, 2021 under the same pricing, terms and conditions

3. OVERLAPPING CORE LIST ITEMS

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All current central contracts are listed at <http://contracts.delaware.gov/>. Any applicable agency contracts are also listed. The below contracts are mandatory use under 29 Del. C. §6911 (d) by every state department and agency within the Executive Branch and Judicial Branch of the state government. The following contracts may have overlapping core list items and the contract expirations may be extended.

Items that are available through these 'other' GSS contracts may be duplicated in Industrial Supplies contractor catalogs, but MUST be purchased from the referenced contracts below. Where an Industrial Supplies' contract item costs less, the vendors that are awarded the contracts below shall be offered the opportunity to meet or beat the Industrial Supplies' vendor price. If the awarded vendor cannot meet or beat the Industrial Supplies' contract price, agencies shall be able to procure the item through the Industrial Supplies' contract without the need to submit an I Found It Cheaper request (IFIC).

Contract Name	Contract Number
CLOTHING, FOOTWEAR AND SCRUBS	GSS15070-CLOTHING
ELECTRICAL SUPPLY, LAMPS AND BALLASTS	GSS17491-ELECTRICAL
FASTENERS	GSS17127-FASTENERS
HAND TOOLS - POWERED AND NON-POWERED	GSS15011-HAND-TOOLS

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HVAC COMPONENTS, PARTS AND FILTERS	GSS18749A-HVAC
JANITORIAL AND CAFETERIA SUPPLIES	GSS18603-JAN CAF SUP
LAB AND COMPRESSED GASES	GSS17170A-LAB GAS
LABORATORY SUPPLIES AND EQUIPMENT	GSS14026-LAB SUPPL
LAUNDRY SUPPLIES AND EQUIPMENT	GSS16161-LAUNDRY
OFFICE SUPPLIES AND ACCESSORIES	GSS18489-OFFICESUPPLIES
PAINTS, SPECIALTY PAINTS SUPPLIES & LADDERS	GSS14020-PAINT/LADDER
PLUMBING SUPPLIES AND ACCESSORIES	GSS15129-PLUMBING
LIFE SAFETY SUPPLIES AND SERVICES	GSS17778A-SAFETY SUP
FURNITURE	GSS16479-FURNITURE

4. **VENDORS**

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Contract # GSS18577-INDUSTRIALV01 NASPO Contract # 8497 Fastenal Company 2001 Theurer Blvd Winona, MN 55987-1500 Bill Franssen Phone: (757)342-6123 Fax: (507)494-3225 Email: wfransse@fastenal.com Website: www.fastenal.com FSF Vendor ID: 0000023132
Contract # GSS18577-INDUSTRIALV02 NASPO Contract # 8496 W. W. Grainger, Inc. 117 Quigley Blvd. New Castle, DE 19720 W. Paul Adkins Cell: 302-222-2277 Fax: 392-669-4984 Email: Paul.Adkins@grainger.com Website: www.grainger.com FSF Vendor ID: 0000022006
Contract # GSS18577-INDUSTRIALV03 NASPO Contract # 8499 MSC Industrial Supply Co. Inc. 75 Maxess Road Melville, NY 11747-3151 Joseph Reber Phone: (412) 370-2838 Fax: (302) 328-7024 Email: Reberj@mscdirect.com Website: www.mscdirect.com FSF Vendor ID: 0000002995

5. **SHIPPING TERMS**

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F.O.B. destination.

6. PRICING

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

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.

14. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18577-INDUSTRIAL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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- 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>.