



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 24, 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**
CONTRACT NO. GSS18749A-HVAC
HVAC Components, Parts and Filters

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OF
KEY CONTRACT INFORMATION

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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, 2018** through **August 31, 2020**. 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.

3. VENDORS

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| <p>GSS18749A-HVACV01 Tri-Dim Filter Corporation 93 Industrial Way Louisa, VA 23093</p> <p>FSF# 0000030157</p> <p>Primary Contact: Jeff Cross Phone:800-458-9835 ext. 3803 Secondary Phone: 856-786-2447 Fax: 856-785-5095 Email: j.cross@tridim.com</p> <p>Secondary Contact: Sue Daniels Phone: 800-458-9835 ext. 4418 Fax: 775-766-2301 Email: s.daniels@tridim.com</p> <p style="text-align: center;">MULTI AWARD: Filters Only</p> | <p>GSS18749A-HVACV02 Ferguson Enterprises, Inc. 2000 Maryland Avenue Wilmington, DE 19805</p> <p>FSF# 0000031514</p> <p>Primary Contact: Dwayne Graham Phone: 302-747-2032 Secondary Phone: 302-747-2036 Fax: 302-730-3632 Email: Dwayne.graham@ferguson.com</p> <p>Secondary Contact: Jessica Stevens Phone: 302-656-4421 Fax: 302-656-3940 Email: Jessica.stevens@ferguson.com</p> <p style="text-align: center;">MULTI AWARD: Components, Parts and Filters</p> |
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| <p>GSS18749A-HVACV03 Aireco Supply, Inc. dba M&M Controls 9(E) West Aylesbury Rd Timonium, MD 21093</p> <p>FSF# 0000296035</p> <p>Primary Contact: Pat Marsala Phone: 410-252-1221 Fax: 410-252-5918 Email: pmarsala@aireco.com</p> <p>Secondary Contact: Paul Burke Phone: 410-252-1221 Fax: 410-252-5918 Email: pburke@aireco.com</p> <p style="text-align: center;">MULTI AWARD: Components and Parts</p> | <p>GSS18749A-HVACV04 Gregory P. White dba Filters Unlimited PO Box 12932 719 Dawson Drive Newark, DE 19713</p> <p>FSF# 0000013918</p> <p>Primary Contact: Greg White Phone: 302-455-0551 Fax: 302-4550173 Email: filtersunlimited@aol.com</p> <p>Secondary Contact: Steve White Phone: 302-455-0551 Fax: 302-455-0173 Email: filtersunlimited@aol.com</p> <p style="text-align: center;">MULTI AWARD: Filters Only</p> |
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4. DELIVERY AND PICKUP

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.

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

5. SHIPPING TERMS

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

6. PRICING

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Prices will remain firm for the term of the contract year.
Related pricing is available on a separate Pricing Spreadsheet.

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.

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 **GSS18749A-HVAC** 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

No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement.

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.

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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.

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 -

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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>.