



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 21, 2019

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

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

SUBJECT: **AWARD NOTICE –September 1, 2019**
CONTRACT NO. GSS19011-HAND_TOOLS,
Hand Tools – General and Special Use
POWERED AND NON-POWERED

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

CONTRACT PURPOSE:

The purpose of the Hand Tools – Special and General Use contract is to provide powered, non-powered, outdoor, hand held, mechanic, and specialty tools and related equipment. At a minimum, this contract provides users with preferred and secondary grade tools from industry leading manufacturers at a discount off of either MSRP or distributor pricing. The contract offers users the ability to purchase either through direct vendor contact or using the eMarketplace system. Additional catalog links have been provided in the pricing spreadsheet to allow users to review vendor offerings prior to purchasing. Additional information regarding standards of service can be found in the original Invitation to Bid on the contract page.

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, 2019 through August 31, 2021. Each contract may be renewed for three (3) additional one (1) year period 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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GSS19011-HANDTOOLS01 Atlantic Tractor 32425 John Deere Drive Salisbury, MD 21804 FSF: 0000006283 POC: M. Craig Brock 410-860-0676 ext 1962 cbrock@atjd.net	GSS19011-HANDTOOLS02 Coastal Rigging & Supply, Inc. 411 E. Railroad Avenue, Unit 400 Felton, DE 19943 FSF: 0000378813 POC: Jason Foskey 302-249-0455 jason@coastalriggingsupply.com
GSS19011-HANDTOOLS03 Colonial Hardware Corporation 33 Commerce Street Springfield, NJ 07081 FSF: 0000492978 POC: David Chiariello 973-376-3111 ext 124 davidc@colonialhardware.com	GSS19011-HANDTOOLS04 Fastenal Company 2001 Theurer Blvd Winona, MN 55987 FSF: 0000023132 POC: Bill Franssen 757-342-6123 wfransse@fastenal.com

GSS19011-HANDTOOLS05 Hilti, Inc 5400 South 122 nd East Ave., Operations Center Tulsa, OK 74146 FSF: 0000001313 POC: Steve Judge 800-950-6119 Stephen.judge@hilti.com	GSS19011-HANDTOOLS06 Sid Tool Co., Inc. dba MSC Industrial Supply Co. 75 Maxess Rd. Melville, NY 11747 FSF: 0000002995 POC: Joe Reber 412-370-2838 reberj@mscdirect.com
GSS19011-HANDTOOLS07 Tools and More dba Mechanics Paradise 2335 N. DuPont Hwy New Castle, DE 19720 FSF: 0000018186 POC: Jay Baron 302-652-8863 Toolsandmore1@hotmail.com	GSS19011-HANDTOOLS08 United Electric Supply Co., Inc. 10 Bellecor Drive New Castle, DE 19720 FSF: 0000024653 POC: John Sechrist 302-322-3333 ext 321 jsechrist@unitedelectric.com

4. DELIVERY AND PICKUP

The pricing spreadsheet will provide estimated delivery times, but it is important to contact your local vendor and determine their individual pick-up and delivery policies and schedules.

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5. SHIPPING TERMS

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

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6. PRICING

Each of the awarded contract vendors has their prices displayed on the contract pricing spreadsheet. The pricing spreadsheet shows the following items:

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- Core list of Primary Grade Tools
- Catalog Discounts with Hyperlinks
- Locations and Contact Numbers
- Stock and Non-stock Delivery Times, and Delivery Method
- Defective Tool Replacement Policy

The vendor pricing spreadsheet can be accessed from the State of Delaware's Contracting website:

<http://contracts.delaware.gov/>

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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19011-HAND_TOOLS 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

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. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards.

The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

Similar contracts for tools and related equipment are:

GSS18577-INDUSTRIAL: Industrial Supply http://contracts.delaware.gov/contracts_detail.asp?i=5293

GSS17127-FASTENERS: Fasteners http://contracts.delaware.gov/contracts_detail.asp?i=4221

GSS17491-ELECTRICAL: Electrical Supply, Lamps and Ballasts

http://contracts.delaware.gov/contracts_detail.asp?i=4511

18. PREFERRED GRADE TOOLS

Preferred grade tools are identified as professional, high quality grade tools meant for everyday use by trained specialty personnel, with superior grade component manufacture. A tentative list was presented in the ITB's Appendix A – Pricing spreadsheet. The list provided was not intended to be exhaustive or provide commentary about other manufacturer products, but to provide a basis for a comparative bid.

Non-powered Preferred Grade List tools shall have a lifetime warranty subject to manufacturer terms and conditions, but shall not be applicable if the tool has been abused, modified or altered.

Powered Preferred Grade tools shall have an extended warranty period, which shall not be less than two (2) years.

19. SECONDARY GRADE TOOLS

Secondary tools should be of comparable design, but will not be required to have the same warranty period. At a minimum, non-powered Secondary Grade Tools should have warranty not less than one (1) year.

Powered Secondary Grade Tools shall not have a warranty not less than (90) days.