



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

July 16, 2010

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

FROM: WILLIAM W. PICKRUM  
DEPUTY DIRECTOR  
302-857-4501

SUBJECT: **AWARD NOTICE – Addendum # 4 effective September 8, 2010**  
**CONTRACT NO. GSS10594-HIRE**  
**HAZARDOUS INCIDENT RESPONSE EQUIPMENT**

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OF  
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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, Department of Elections, 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 through May 31, 2015.

**3. VENDORS:**

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<p><b>Contract # GSS10594-HIREV01</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 62120</b> FSF Vendor ID: 29821 SAFEWARE, INC. Attn: Catherine Jones 3200 Hubbard Road Landover, MD 20785-200 Phone: (800) 331-6760 X 188 or (301) 683-1212 X 188 Fax: (301) 683-1240 Email: <a href="mailto:cjones@safewareinc.com">cjones@safewareinc.com</a> Website: <a href="http://www.safewareinc.com">www.safewareinc.com</a></p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 8 AM to 5 PM EST Name: Charles Radcliffe Phone: (800) 287-2130 Fax: (301) 683-1240 Cell: (301) 440-4975 Email: <a href="mailto:cradcliffe@safewareinc.com">cradcliffe@safewareinc.com</a></p>	<p><b>Contract # GSS10594-HIREV02</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 61964</b> FSF Vendor ID: 18807 FISHER SCIENTIFIC CO., LLC Attn: Tim Zeh 200 Park Lane Drive Pittsburgh, PA 15275-1118 Phone: (800) 955-9999 or (412) 490-8412 Fax: (412) 490-1026 Email: <a href="mailto:tim.zeh@thermofisher.com">tim.zeh@thermofisher.com</a> Website: <a href="http://www.fishersci.com">www.fishersci.com</a></p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: 24-7 Name: Fisher Customer Services Phone: (800) 772-6733</p> <p>Guaranteed Delivery: In stock 3 days ARO, direct vendor delivery varies by manufacturer lead time</p>
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<p><b>Vendor offers:</b>          Maintenance – Yes, 2% off of list price          Calibration – Yes, 2% off of list price          Service – Yes, 2% off of list price</p> <p>Guaranteed Delivery: Varies by item</p>	<p><i>Additional services offered by contractor to contract users at not added cost:</i></p> <p><u>LOGISTICS</u></p> <ul style="list-style-type: none"> <li>▪ 24-48 hours delivery for high volume or hot list items</li> <li>▪ Scheduled delivered offered</li> <li>▪ Lot sequestering services</li> <li>▪ Customer reserve inventory</li> <li>▪ Logistics-deliver needs assessment</li> <li>▪ Multiple instate delivery points</li> </ul> <p><u>QUALITY-PERFORMANCE</u></p> <ul style="list-style-type: none"> <li>▪ Certificate of Analysis</li> <li>▪ Supplier rating</li> <li>▪ Line fill Monitors</li> <li>▪ Accounts payable monitors</li> <li>▪ Back order monitors</li> <li>▪ Ecommerce utilization monitors</li> <li>▪ Transportation monitors</li> <li>▪ Order efficiency monitors</li> <li>▪ Invoice history audit reports</li> </ul>	<p><u>ENVIRONMENTAL-SAFETY</u></p> <ul style="list-style-type: none"> <li>▪ Removal of packing materials</li> <li>▪ Product handling seminars</li> <li>▪ MSDS database for distributed products</li> <li>▪ Hazardous chemical purchase reports</li> </ul> <p><u>SERVICE</u></p> <ul style="list-style-type: none"> <li>▪ 1 year equipment warranty</li> <li>▪ Instrument initial setup &amp; calibration</li> </ul> <p><u>SYSTEMS</u></p> <ul style="list-style-type: none"> <li>▪ Customized billing reports and invoices</li> <li>▪ Bar coded packing slips and shipment labels</li> <li>▪ Customized usage report</li> <li>▪ Evaluated receipts settlement</li> <li>▪ Invoice history and audit reports</li> </ul> <p><u>CUSTOMER SERVICE</u></p> <ul style="list-style-type: none"> <li>▪ FISHER Instrument specialist services</li> <li>▪ Business systems specialist services</li> <li>▪ On-site customer service</li> <li>▪ Information and training seminars</li> <li>▪ Supplier new product shows</li> </ul>
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<p><b>Contract # GSS10594-HIREV03</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 61970</b> FSF Vendor ID: 35022 VWR INTERNATIONAL Attn: David Unzicker 2039 Center Square Road Bridgeport, NJ 08017 Phone: (215) 962-4752 Fax: (484) 881-5931 Email: <a href="mailto:david_unzicker@vwr.com">david_unzicker@vwr.com</a> Website: <a href="http://www.vwr.com">www.vwr.com</a></p> <p>Orders should be directed to: Name: Karen Robinson Phone: (800) 932-5000 X 4270 Fax: (866) 329-2897 Email: <a href="mailto:karen_robinson@vwr.com">karen_robinson@vwr.com</a></p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 7:30 to 5:00 Name: Jim Cummings Phone: (856) 241-7211 Fax: (856) 467-2488 Pager: (856) 297-8208 Email: <a href="mailto:jim_cummings@vwr.com">jim_cummings@vwr.com</a></p> <p>Guaranteed Delivery: In stock 5 days ARO</p> <p>Technical Assistance telephone support (866) 897-7233</p>	<p><b>Contract # GSS10594-HIREV04</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 64412</b> FSF Vendor ID: 47414 AARDVARK TACTICAL, INC. Attn: Adolfo C. Alderete 1935 Puddingstone Drive La Verne, CA 91750-5818 Phone: (909) 451-6106 Fax: (626) 609-4028 Email: <a href="mailto:aalderete@aardvarktactical.com">aalderete@aardvarktactical.com</a> Website: <a href="http://www.aardvarktactical.com">www.aardvarktactical.com</a></p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 9 AM to 5 PM PST Name: Brent Doan Fax: (626) 609-3474 Cell: (626) 428-5440 Email: <a href="mailto:bdoan@aardvarktactical.com">bdoan@aardvarktactical.com</a></p> <p>Guaranteed Delivery: 45-60 days ARO</p> <p><i>Additional services offered by contractor to contract users at no added cost:</i></p> <p>Recall Facilitation Warranty Facilitation Training</p>
<p><b>Contract # GSS10594-HIREV05</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 63768</b> FSF Vendor ID: 33172 REMOTEC, INC. Attn: Marquis Syler – Contracts Manager 353 JD Yarnell Pkwy Clinton, TN 37716-4013 Phone: (865) 269-1155 Fax: (865) 483-1426 Email: <a href="mailto:mark.syler@nge.com">mark.syler@nge.com</a> Website: <a href="http://www.is.northropgrumman.com/by_solution/remote_platforms">www.is.northropgrumman.com/by_solution/remote_platforms</a></p> <p>Contractor sales contact: Name: Jim Daniels Phone: (865) 483-0228, Ext 165 Fax: (865) 483-1239</p>	<p><b>Contract # GSS10594-HIREV06</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 61968</b> FSF Vendor ID: 47326 RAE SYSTEMS, INC. Attn: Bob Ladzinski 3775 North First Street San Jose, CA 95134-1708 Phone: (877) 723-2878 or (856) 986-8517 Fax: (609) 770-3386 Email: <a href="mailto:rladzinski@raesystems.com">rladzinski@raesystems.com</a> Website: <a href="http://www.raesystems.com">www.raesystems.com</a></p> <p>Contractor sales contact: Name: Roberta Potts Phone: (408) 952-8256 Fax: (408) 952-8487 Email: <a href="mailto:rpotts@raesystems.com">rpotts@raesystems.com</a></p>

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Contract No.: GSS10594-HIRE

<p>Email: <a href="mailto:remotecsales@nge.com">remotecsales@nge.com</a></p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 8 to 5, 24 hour on call service Name: Remotec Service Technician Phone: (865) 483-0228, Ext. 244 Fax: (865) 483-1426 Cell Phone: (865) 548-6130 Email: <a href="mailto:remotecservice@ngc.com">remotecservice@ngc.com</a></p> <p>Guaranteed Delivery: 120 days ARO</p>	<p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: 8:00 to 5:00 Name: Bob Ladzinski Phone: (856) 986-8517 Fax: (609) 770-3416 Cell Phone: (856) 986-8517 Email: <a href="mailto:rladzinski@raesystems.com">rladzinski@raesystems.com</a></p> <p>Guaranteed Delivery: 15 days ARO</p>
<p><b>Contract # GSS10594-HIREV08</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 63040</b> FSF Vendor ID: 47413 AMRON INTERNATIONAL DIVING SUPPLY, INC. Attn: Van Richardson 1380 Aspen Way Vista, CA 92081-8349 Phone: (877) 462-6700 or (760) 208-6520 Fax: (760) 599-3857 Email: <a href="mailto:vrichardson@amronintl.com">vrichardson@amronintl.com</a> Website: <a href="http://www.amronintl.com">www.amronintl.com</a></p> <p>Orders should be directed to: Name: Van Richardson Phone: (877) 462-6700 or (760) 208-6520 Fax: (760) 599-3857 Email: <a href="mailto:vrichardson@amronintl.com">vrichardson@amronintl.com</a></p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 8:00am - 5:00pm PST Name: Mike Strickland</p>	<p><b>Delaware Distributor:</b> Gen-EI Safety &amp; Industrial Products, LLC <b>Contract # GSS10594-HIREV07</b> FSF Vendor ID: 34427 Attn: John Kelley 961 Route 10 East, Suite 2M Randolph, NJ 07869-1927 Phone: (973) 584-8777 Cell: (609) 707-3404 Fax: (973) 584-2727 Email: <a href="mailto:jkelly@genelsafety.com">jkelly@genelsafety.com</a></p> <p><b>Contract # GSS10594-HIREV09</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 63520</b> FSF Vendor ID: 47644 TACTICAL &amp; SURVIVAL SPECIALTIES, INC. Attn: Jon Miller P. O. Box 1890 Harrisonburg, VA 22801-9788 Phone: (540) 434-8974 Ext 4211 or (877) 535-8774 Fax: (540) 434-7796 Email: <a href="mailto:jmiller@tacsurv.com">jmiller@tacsurv.com</a> Website: <a href="http://www.tacsurv.com">www.tacsurv.com</a></p> <p>Orders should be directed to: Name: Jon Miller Phone: (540) 434-8974 Ext 4211 or (877) 535-8774 Fax: (540) 434-7796 Email: <a href="mailto:jmiller@tacsurv.com">jmiller@tacsurv.com</a></p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 8:30am - 5:30pm</p>

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<p>Phone: (877) 462-6700 Fax: (760) 599-3857 Cell: (760) 300-7623 Email: <a href="mailto:mstrickland@amronintl.com">mstrickland@amronintl.com</a></p> <p>Guaranteed Delivery: 30 days ARO</p> <p>Technical Assistance telephone support (866) 897-7233</p>	<p>Name: Neil Senatro Phone: (540) 434-8974 Ext 4250 Fax: (540) 434-7796 Cell: (540) 236-8007 Email: <a href="mailto:nsenatro@tacsurv.com">nsenatro@tacsurv.com</a></p> <p>Guaranteed Delivery: 30 days ARO</p>
<p><b>Contract # GSS10594-HIREV10</b> State of New York Contract Number: 38232-19745 Vendor contract award number: <b>PC 61966</b> FSF Vendor ID: 16805 MAR-VEL INTERNATIONAL, INC. Attn: Noelle Irish 7115 Airport Hwy Pennsauken, NJ 08109-4301 Phone: (800) 325-5711 Ext 141 or (856) 488-4499 Fax: (856) 488-4343 Email: <a href="mailto:nirish@adsinc.com">nirish@adsinc.com</a> Website: <a href="http://www.mar-vel.com">www.mar-vel.com</a></p> <p>Orders should be directed to: Name: Noelle Irish Phone: (800) 325-5711 Ext 141 or (856) 488-4499 Fax: (856) 488-4343 Email: <a href="mailto:nirish@adsinc.com">nirish@adsinc.com</a></p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 8:30am - 5:00pm Name: Noelle Irish Phone: (800) 325-5711 Ext 141 or (856) 488-4499 Fax: (856) 488-4343 Cell: (732) 850-1911 Email: <a href="mailto:nirish@adsinc.com">nirish@adsinc.com</a></p> <p>Guaranteed Delivery: 30 days ARO</p> <p><i>Additional services offered:</i></p> <ol style="list-style-type: none"><li>1. Assembly and Inspection of most equipment, including breathing Systems, SCBA and Scuba.</li><li>2. Invitation to MCG Sponsored Seminars and Events.</li><li>3. Training and Product Update Seminars.</li></ol>	

**4. SHIPPING TERMS:**

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Price shall include all customs duties and charges and be net, F.O.B. destination any point within the State of Delaware, including tailgate deliver.

**5. DELIVERY AND PICKUP:**

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Varies by vendor

**6. SCOPE:**

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This multiple awarded contract with authorized distributors or manufacturers is for equipment that will qualify for Homeland Security Grant funding (SHSP) and the Law Enforcement Terrorism Prevention Program (LETPP) funding. See Office of Domestic Preparedness funding guidelines; <http://www.dhs.gov/xopnbiz/grants/#2>

It should be noted that there is equipment available on these contracts that may be used for emergency response related activities but does not qualify for grant funding.

The Authorized Equipment List based on the SHSP and LETPP Authorized Equipment List is used to determine whether a specific offering is appropriate for this contract:

- 1) Personal Protective Equipment (PPE)
- 2) Explosive Device Mitigation and Remediation Equipment
- 3) CBRNE Search and Rescue Equipment
- 4) Detection Equipment
- 5) Decontamination Equipment
- 6) Physical Security Enhancement Equipment
- 7) Terrorism Incident Prevention Equipment
- 8) CBRNE Logistical Support Equipment
- 9) Medical Supplies
- 10) CBRNE Reference Materials
- 11) Agricultural Terrorism Prevention, Response and Mitigation Equipment
- 12) Intervention Equipment
- 13) Other Authorized Equipment

A description of some of the products covered in each category is available on the Federal Emergency Management website: [http://www.fema.gov/txt/government/grant/hsgp/fy04\\_hsgp\\_guidance.txt](http://www.fema.gov/txt/government/grant/hsgp/fy04_hsgp_guidance.txt)

Upon request, contractor must be able to justify why the products referenced meet the intent of the contract.

**7. DEFINITIONS:**

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Authorized Equipment – Equipment that the Federal Government has accepted as suitable for purchase using Federal Grant Domestic Preparedness monies. Current lists of categories are available at Office of Domestic Preparedness funding guidelines - <https://www.rkb.us/mel.cfm?subtypeid=549>  
Emergency Responder Guideline may be viewed at <http://www.homelandsecurity.org/bulletin/emergencyresponderguidelines.pdf>

For questions regarding the procurement of equipment authorized under the Office of Domestic Preparedness grant guidelines, please refer to the Responder Knowledge Base website:

<https://www.rkb.us/>. The website has links to all of the current and prior year AEL (authorized equipment list), as determined by ODP.

Certified Equipment – Equipment that has been tested and meets appropriate industry standards that have been set by the government or other professional organizations such as NFPA – National Fire Protection Association, UL – Underwriters Laboratory, etc. For questions regarding the procurement of equipment certified under the Office of Domestic Preparedness grant guidelines, please refer to the Responder Knowledge Base website: <https://www.rkb.us/mel.cfm>

## **8. HOW TO USE THIS CONTRACT:**

Either Level I or Level II contractors may be chosen (Level II contractors- manufacturers or smaller distributors with a narrower offering). The basis for selection among multiple contracts at the time of purchase shall be the most economical alternative that meets form, function, and utility unless there are overriding practical issues, and should be in the best interests of the States, taking into consideration:

- Form, function and utility needs of the purchaser
- Price
- Overhead associated with storage and inventory of the goods
- Note that construction costs are not covered under installation in this award

It is recommended that contract users shop wisely:

1. NOTE: If a purchase is being made using Homeland Security, Law Enforcement Terrorism Prevention Federal, or other grant monies, end-users must notify vendor at time of ordering (place information on Purchase Order) that these funds are being used. This is required to meet grant tracking requirements.
2. If you are purchasing a large volume of a specific piece of equipment or costly item and know the manufacturer of the product, you may want to go to the manufacturer line spreadsheet. This sheet lists the manufacturer lines carried by each vendor. Obtain pricing from more than one vendor, if possible, and compare.  
One of the simplest ways to do this is to send one email to all of the possible suppliers of the equipment you are looking to purchase. The “*Ordering/Quotes contact information*” button on this web-site will give you the email addresses and phone numbers you will need. We suggest you supply as much information as possible to the vendors. If possible- the manufacturer, manufacturer name and/or manufacturer item number, descriptions and quantity. Ask for best pricing on the items you wish to buy (pricing may be lower than the contract price list on this web-site but must not be higher). If you do not have a specific manufacturer in mind simply supply as complete a description of the item and quantity you will need.
3. Go to vendor web-site to view equipment handled or contact contractors for copies of the catalogs with the equipment specified therein. Contact contractor to set up account and registration for entry into contractor’s website for those vendors that have listed this service on their award pages if you wish to access their web catalog for these contracts.
4. When using this web-site, select vendors offering the type of equipment you wish to purchase. So that you may check pricing, a price list for each vendor, is located at the contract Award Notice homepage.
5. Compare pricing and availability of items you wish to purchase. If you are purchasing- or expect to purchase- a large quantity of any one item or a large quantity of items from any one manufacturers’ line during the course of one year, contact vendor contract administrator (name listed on vendor page to expedite contract purchases) and request additional discounts.
6. It is recommended that end-users seek pricing from more than one vendor, if they are purchasing costly equipment. An example of this would be the command vehicles. There are presently 3 manufacturers (as of 1/10) on contract. While each has vehicles listed, frequently modifications can be made or new vehicles are being added to the offerings. We recommend



that you contact all of the suppliers, discuss what it is you need and whether or not they feel they can meet that need. If possible, request pricing so that you can compare. We also recommend that you try to view their vehicles and get input from others who have purchased from those vendors.

7. For purchases of a large number of items, purchase from the vendor meeting your equipment needs who has offered the best pricing on the majority of the equipment (the highest dollar value) being ordered.
8. In case of emergency, go to the vendor able to supply the equipment in the most timely manner.
9. Choose the most cost effective option meeting your needs; document your choice and proceed with the purchase.

NOTE: Certain equipment must be certified to be purchased with grant monies.

- Check with vendor if you have any questions on whether or not equipment is certified. If vendor has asserted equipment is certified and you find after delivery that this is not the case, vendor is obliged to replace with certified equipment or to refund purchase price.
- You may also go to the Responder Knowledge Base website; <http://www.rkb.mipt.org/>

## 9. **PRICING:**

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

Safeware Price List:

[http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_Safeware.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_Safeware.pdf)

Fisher Scientific Price List:

[http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_Thermo.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_Thermo.pdf)

VWR International Price List:

[http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_VWR.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_VWR.pdf)

Aardvark Tactical Price List:

[http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_AardvarkTactical.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_AardvarkTactical.pdf)

Remotec Price List:

[http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_Remotec.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_Remotec.pdf)

Amron International Price List:

[http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_Amron.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_Amron.pdf)

Tactical & Survival Specialties Price List:

[http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_TacticalSurvival.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_TacticalSurvival.pdf)

Mar-Vel International Price List:

[http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL\\_Mar-Vel.pdf](http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_Mar-Vel.pdf)

## ADDITIONAL TERMS AND CONDITIONS

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### 10. 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.

### 11. 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.

### 12. 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.

### 13. 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.

The Vendor contract award number **MUST** be shown on all Purchase Orders issued against contract.

### 14. 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.

### 15. 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.

### 16. 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.

**17. 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.