



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

February 13, 2019

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

FROM: Necia Beck  
State Contract Procurement Officer  
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum #1** (Effective February 1, 2021)  
**CONTRACT NO. GSA19031-PREFAB**  
**Pre-Engineered/Prefabricated Buildings & Structures**

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

1. **MANDATORY USE CONTRACT** ..... 2  
2. **CONTRACT PERIOD** ..... 2  
3. **VENDORS** ..... 2  
4. **SHIPPING TERMS**..... 2  
5. **DELIVERY AND PICKUP** ..... 2  
6. **PRICING** ..... 2  
**ADDITIONAL TERMS AND CONDITIONS**..... 3



## **KEY CONTRACT INFORMATION**

For Executive Agencies, approval must be obtained for the Division of Facilities Management prior to ordering. The division's mission is to also ensure that all demolition, renovation, and new construction of state buildings is completed in a timely fashion and meets the latest standards of construction technology, building and life safety codes and space standards through plan review, technical oversight and assistance.

### **1. NON-MANDATORY USE CONTRACT**

**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**

This contract is valid from February 13, 2019 through January 31, 2021. It can be extended into any existing period of the foundational GSA contract at the sole discretion of Government Support Services and with mutual consent of Government Support Services and the awarded vendor.

- **Addendum #1 extends the contract through June 5, 2023. All terms and conditions remain the same.**

### **3. VENDORS**

GSA Contract: [GS-07F-0602N](#)  
**CXT Inc.**  
3808 N Sullivan Rd  
Bldg. # 7  
Spokane, WA 99216-1618  
Contact: Gregg Zentarsky  
Phone: 800-696-5766 or 412-398-4286  
Fax: 509-928-8270  
Email: [gzentarsky@lbfoster.com](mailto:gzentarsky@lbfoster.com)  
Website: [www.cxtinc.com](http://www.cxtinc.com)

### **4. SHIPPING TERMS**

F.O.B. origin prepaid and added to invoice.

### **5. DELIVERY AND PICKUP**

Delivery will be from Hillsboro, TX 76645. Time of delivery: 90 days ARO.

### **6. PRICING**

Prices are not to exceed and will remain firm for the term of the contract year.

## **ADDITIONAL TERMS AND CONDITIONS**

### **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 **GSA19031-PREFAB** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### **12. WARRANTY PROVISIONS**

CXT warrants that all goods when delivered, conform to specification set forth in the request provided by the Customer. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. CXT, as its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plant, Spokane, WA and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

### **13. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE)**

Customers are responsible for marking exact location building is to be set; Providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs

incurred for special equipment required to perform delivery and installation. Customer is responsible for all building permits required and compliance with Davis-Bacon Requirements. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at [www.cxtinc.com](http://www.cxtinc.com).

#### **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.
- c. Maintenance manuals available online at [www.cxtinc.com](http://www.cxtinc.com). Printed manuals available by request by calling (800) 696-5766.
- d. 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.
- e. 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

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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.

- f. 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>.