



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 6, 2011

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

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: AWARD NOTICE – Addendum #1 – Effective July 6, 2011
CONTRACT NO. GSS11601-TRAILERS
CARGO TRAILERS

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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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 one (1) year period from July 1, 2011 through June 30, 2012. 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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Four Acres Trailer Sales, Inc.
2009 W. Newport Pike
Wilmington, DE 19804
FSF Vendor #0000024487

Contact: Glenn L. Davis
Phone No: 302-994-1500
Fax No: 302-994-1588
Email: gDavis@fouracrestrailer.com

4. SHIPPING TERMS:

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

5. DELIVERY AND PICKUP:

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Delivery should be coordinated with the requesting agency.

6. PRICING:

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

The price for each DSHS trailer (specifications show in Item 16 below) shall be \$23,774.13.

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. REQUIREMENTS:

This contract has been awarded to provide trailers configured to the Department of Safety and Homeland Security's (DHS) specifications. See Item 16 for specific requirements.

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 - 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>.

16. DSHS TRAILER SPECIFICATIONS:

The following configuration, which includes both required and optional specifications, was requested by DSHS.

8' x 24' White Trailers, 10,000 GVWR – quantity of three (3) were requested

Each trailer will contain the following standard and optional features:

Standard Package Features

- Rear ramp door w/dual spring assist cables
- 3/4" exterior grade plywood, minimum
- 1/4" plywood interior sidewall liner, minimum
- 12v dome light (2) w/wall switch, minimum
- LED wraparound stop/tail/turn lights
- LED clearance lights
- Front & rear fiberglass turbo caps
- Standard OEM aluminum fenders
- .030 minimum prefinished aluminum exterior skin (white)
- Non-corrosive mechanical fasteners
- Seamless aluminum roof
- Tubular steel main rails
- Full height C-channel cross members & outriggers
- Fully undercoated chassis with CPC
- 3 piece A-frame with 2 5/16" ball coupler hitch
- Top crank jack ram hoist w/sand pad
- D.O.T. compliant safety chains w/clevis slip hook and latch
- E-Z lube hubs
- Wet cell battery breakaway system
- 15" radial tires
- Electric brakes w/weather resistant wiring

Optional Requested Features

- No Beavertail
- No recessed side step
- One (1) 13,500 BTU A/C w/5600 BTU heat strip, minimum
- One (1) 36" curb side door located at rear of curb side fender, with screens and slider window, and aluminum hinge and RV flush lock system.
- One (1) 36" second curb side door located in front of the curb side fender with screens and slider window, and aluminum hinge and RV flush lock system.
- Two (2) 36" fold up door step - located at both curb side doors
- One (1) 18' roll up awning - locate on trailer to cover both curb side doors
- Two (2) 4' double tube fluorescent light fixture w/diffuser. Locate in front and rear of centered A/C unit
- One (1) exterior front wall spare tire mount – 6-bolt, or A-Frame mounted
- Two (2) Pair of scissor jacks - 5,000 lbs, minimum
- Two (2) external 120v , 500w Telescoping light w/GFI outlet
- Three (3) 30"w x 26"h tinted glass w/horizontal slider windows. Locate one (1) between curb side doors and two (2) on road side

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- One (1) spare tire and 6 lug wheel
- Four (4) 110v wall switches - one dedicated to the exterior surface mount light, one to interior lights, one to external telescoping light on curbside- front side, one to the external telescoping light curbside- rear side, near rear curbside door
- Three (3) Pair of trailer frame distribution bar brackets - round bar
- Five (5) 15 amp duplex wall receptacles - locate 42" to center off of floor, three (3) on roadside equally spaced, two (2) on curbside equally spaced
- One (1) 85 1/8" ramp door
- One (1) standard OEM size and material roof vent
- One (1) 30 amp service panel minimum, with 25' shore power cord with access hatch
- One (1) 6 pin plug for tow vehicle
- 48 ft. of recessed E-Track floor welded to main frame, two (2) rows equally spaced from roadside and curbside walls
- 42 ft. of E-Track-side walls only one (1) row each side excluding side-doors - 36" to center off of the floor.
- One (1) surface mounted outside light 120v, 250w, with downward beam centered under awning
- 60 day temporary tag, notarized and certificate of mailing for certificate of origin