STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 5, 2013

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

FROM: MARIA FRY
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: **AWARD NOTICE - ADDENDUM #2 – Effective January 1, 2015**
CONTRACT NO. GSS11616-SNOWPLOWS
SNOW PLOWS

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT: 2
2. CONTRACT PERIOD: 2
3. VENDORS: 2
4. SHIPPING TERMS: 2
5. PRICING: 3
ADDITIONAL TERMS AND CONDITIONS 3

GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

(Return to Table of Contents)

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:

(Return to Table of Contents)

Each contractor's contract shall be valid from September 7, 2011, through December 31, 2013. Each contract may be renewed for one (2) additional 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.

THIS CONTRACT HAS BEEN EXTENDED THROUGH DECEMBER 31, 2014.

THIS CONTRACT HAS BEEN EXTENDED THROUGH DECEMBER 31, 2015.

3. VENDORS:

(Return to Table of Contents)

Henderson Products Inc. 1085 South Third Street P.O. Box 40 Manchester, IA 52057 Ms. Janet Tobin jtobin@hendersonproducts.com 563-927-7267 Fax: 563-927-2521 FSF#: 0000101818 Awarded specifications A and B	Henke Manufacturing Corp. 3070 Wilson Avenue Leavenworth, KS 66048 Mr. Peter Rufo prufo@henkemfg.com 913-297-7830 Fax: 913-682-0300 FSF#: 0000024090 Awarded specification C	Valk Manufacturing Company 66 East Main Street P.O. Box 428 New Kingstown, PA 17072 Mr. Dan Cribari plowsales@valkmfg.com 717-766-0711, Ext. 122 Fax: 717-697-6297 FSF#: 0000017624 Awarded specifications D and E

4. SHIPPING TERMS:

(Return to Table of Contents)

F.O.B. destination.

5. PRICING:

(Return to Table of Contents)

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

Vendor	Spec	Type	Per	Amount
Henderson Manufacturing	Spec A	Butterfly Snowplow	Each	$5,933.70
Henderson Manufacturing	Spec B	Reversible Straight	Each	$5,067.90
Henke Manufacturing	Spec C	"V" 9.5	Each	$8,291.00
Valk Manufacturing Company	Spec D	One Way (Funnel)	Each	$6,704.00
Valk Manufacturing Company	Spec E	Lo Pro 10" - 36"	Each	$4,777.00

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

6. 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.

7. 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.

8. 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. REQUIREMENTS:

This contract is issued to cover the Snow Plow requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

11. <u>HOLD HARMLESS</u>:

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.

12. <u>NON-PERFORMANCE</u>:

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.

13. <u>FORCE MAJEURE</u>:

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.

14. <u>AGENCY'S RESPONSIBILITIES</u>:

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.