STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 2, 2012

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

FROM: Pamela Barr
STATE CONTRACT PROCUREMENT OFFICER
302-857-4570

SUBJECT: **AWARD NOTICE – Addendum # 7 – Effective February 7, 2017**
CONTRACT NO. GSS11626-EMER_VEH_WARN
Emergency Vehicle Warning Systems and Equipment

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT: 2
2. CONTRACT PERIOD: 2
3. VENDORS: 2
4. SHIPPING TERMS: 3
5. DELIVERY AND PICKUP: 3
6. 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 vendor's contract shall be valid upon contract execution through January 31, 2014. Each contract may be renewed for three (3) additional one (1) year extensions through negotiation between the contractor and Office of Management and Budget, Government Support Services acting for all state agencies. Negotiation must be initiated no later than ninety (90) days prior to the termination.

   Addendum # 3 extends the contract one (1) additional year through January 31, 2015.
   Addendum # 4 extends the contract one (1) additional year through January 31, 2016.
   Addendum # 5 extends the contract one (1) additional year through January 31, 2017.

   The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

   Addendum #6 extends the contract for one (1) month through February 28, 2017.
   Addendum #7 extends the contract for one (1) month through March 31, 2017.

3. **VENDORS:**(Return to Table of Contents)

Mall Chevrolet 75 Haddonfield Road Cherry Hill, NJ 08002 Mr. Rick DiRenzo Ret2600@gmail.com 856-449-9254 856-504-0108 FSF#0000016553	General Sales Admin. t/a Major Police Supply 47 North Dell Avenue Kenvil, NJ 07847 Mr. Gregg Glenn gglenn@majorpolicesupply.com 410-627-1187 Fax: 973-584-5022 FSF# 0000118315

Code 3, Inc. 10986 North Warson Road St. Louis, MO 63114 Mr. Kelly Kyriakos kjkyriakos@code3pse.com 314-426-2700-ext 1257 Fax: 314-426-1337 FSF# 0000115541	Emergency Accessories & Installation 250 Berlin Road Cherry Hill, NJ 08034 Ms. Regina Brophy rbrophy@eaiupfit.com 856-428-4000 ext 252 Fax: 856-428-4718 FSF# 0000118225

4. **SHIPPING TERMS:**(Return to Table of Contents)
   F.O.B. destination.

5. **DELIVERY AND PICKUP:**(Return to Table of Contents)
   N/A

6. **PRICING:**(Return to Table of Contents)
   Prices will remain firm for the term of the contract year.

Award Notice
Contract No.: GSS11626-EMER_VEH_WARN

ADDITIONAL TERMS AND CONDITIONS(Return to Table of Contents)

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 is issued to cover the EMERGENCY VEHICLE WARNING SYSTEMS AND EQUIPMENT requirements for all State Agencies and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company.

    A. This contract is intended to cover the State's requirements for vehicle emergency and exterior lighting, sirens, prisoner cages, laptop stands, consoles, gun racks, tool boxes, first-aid kits, fire extinguishers, emergency and service vehicle lighting, and any related equipment for supplying and equipping state agency vehicles.
    B. This contract is intended to cover all types of agency vehicles, including; police cars, ambulances, fire department vehicles, pickup trucks, utility vehicles, bucket trucks, dump trucks, construction equipment, ATVs, trailers, boats, buses, and bicycles.

12. <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.Award Notice
Contract No.: GSS11626-EMER_VEH_WARN

13. <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.

14. <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.

15. <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.

16. PURCHASE ORDERS:

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS11626-EMER_VEH_WARN on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.