



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 12, 2012

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS12601A-TRAILERS
CARGO TRAILERS

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KEY CONTRACT INFORMATION

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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. CONTRACT USE:

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This is not a mandatory use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to 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.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

A competitive bidding and selection process was conducted by the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21. NJPA and Contractor established a contract for the purchase of heavy equipment with related accessories, supplies, and services on or around May 17, 2011 (hereinafter, "Master Agreement").

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid through May 14, 2015.

3. VENDORS:

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Contract # GSS12601A-TRAILERSV01 NJPA Contract Number: 031711-FTS FSF Vendor ID: 0000125721 Felling Trailers, Inc. Attn: Pat Jennissen 1525 Main Street South Sauk Centre, MN 56378-2600 Phone: 320-352-5239, Ext 110 Fax: 320-352-5230 Email: pat@felling.com Website: www.felling.com	Local Representative: Folcomer Equipment Corp. 12420 Sussex Hwy, Greenwood, DE 19950-5447 302-349-5760 or 302-349-5785 www.folcomer.com FSF Vendor ID: 0000030376
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4. SHIPPING TERMS:

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Freight – Based on Zoned Freight Matrix.

5. DELIVERY AND PICKUP:

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Ground Maintenance Equipment

- a. Dealer receives machine and preps for delivery to local agency.
- b. Dealer delivers machine to customer.
 - 1) Perform operator review as needed.
 - 2) File Warranty.

6. PRICING:

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- a. Prices will remain firm for the term of the contract. All items are a percent off the manufacturer's lowest list price catalog.
- b. Dealer determines product specifications and supplies quote
 - 1) Pricing – Percentage Discount for Catalog Pricing
 - 2) Contact Pat Jennissen, if assistance needed with proper pricing.
- c. Dealer places machine order.
- d. Dealer receives machine and preps for delivery to local agency.
- e. Dealer delivers machine to customer.
 - 1) Perform operator review as needed.
 - 2) File Warranty.

7. WARRANTY:

FIVE YEAR LIMITED WARRANTY POLICY

WARRANTY: Felling Trailers, Inc. warrants your trailer will be free from defects in materials and workmanship, to the original purchaser. The trailer warranted hereunder must be operated by the purchaser in accordance with the practice approved by Felling Trailers, Inc. with loads not exceeding the manufacturer's rated capacities and subject to all terms and conditions of this limited warranty. A copy of this signed warranty must be returned to Felling Trailers, Inc. at the address listed within 10 days of the date of purchase or all warranties will be null and void. The address to send the warranty or contact for information is: Felling Trailers, Inc. Warranty Department, 1525 Main Street South Sauk Centre, MN 56378. Fax information to: (320)352-5230. Email information to: warranty@felling.com.

NOTE:

ALL WARRANTY WORK MUST BE PRE-AUTHORIZED BY FELLING TRAILERS, INC. WARRANTY MANAGER. Failure to do so will result in no warranty payment of any kind. Labor amounts will be determined from the flat rate shop manual, not to exceed \$50.00 per hour. Contact the Warranty Manager to verify your labor rate.

Felling Trailers, Inc.'s sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted trailer, which shall be returned to Felling Trailers, Inc.'s factory location or authorized service facilities within five (5) years from the date of delivery to the original trailer purchaser, and which Felling Trailers, Inc.'s examination shall disclose to its satisfaction to have been defective; provided, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such a defective trailer is returned by the purchaser to a location authorized by the Warranty Department of Felling Trailers, Inc. with transportation and freight charges prepaid.

The customer may be required to deliver defective trailer to Felling Trailers, Inc. if the trailer was destroyed as a result of defect covered in this warranty and the Felling Trailers, Inc. Warranty Department is reasonably satisfied that the trailer was defective at the time of the sale.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION, OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON

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THE PART OF FELLING TRAILERS, INC. THIS FELLING TRAILERS, INC. WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

REPAIR: Felling Trailers, Inc. shall warrant the MAIN FRAME of the trailer under the following schedule:

One (1) Year - 100% Two (2) Years - 70% Three (3) Years - 50%

Four (4) Years - 40% Five (5) Years - 20%

Components manufactured by Felling Trailers, Inc. (other than Main Frame) and Components supplied by other manufacturers shall be warranted under the following schedule:

- | | | |
|------|---|---|
| I. | Axles (Dexter Axles -2 year warranty), Suspension, Wheels, Rims, Hubs, Hydraulic Valve Body, Felling Trailers, Inc. Manufactured Components | 1 Year 100%
Over 1 Year 0% |
| II. | Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Landing Gear | 1-6 Months 100%
Over 6 Months 0% |
| III. | Tires | Warranty claims must
be made directly to the tire dealers. |
| IV. | Paint Warranty. Does not cover Wear, Misuse, Rock Chips, Deterioration and/or Damage from Road Elements, Improper Wash Solvents, Salt, Sand and/or Weather Conditions. Any Damage Caused by or Attributed to any act of God whatsoever is not covered by Manufacturer's Warranty. | 3 Years 100%
Over 3 Years 0% |
| V. | Wood Products (if any) | 0% |

Your maintenance schedule shall be followed as dictated according to the appropriate manufacturer, to keep the warranty in force. The maintenance schedule is in your trailer packet.

Any modification, alteration or repair to any product manufactured by Felling Trailers, Inc. without their prior knowledge and consent, will void manufacturer's warranty.

This warranty does not expand, enlarge upon or alter in any way, the warranties provided by the original manufacturers and suppliers of component parts and accessories. All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Felling Trailers, Inc.'s product will be assigned, if contractually permitted to the purchaser. This warranty excludes such parts or accessories which are not defective but may wear out and have to be replaced during the warranty period, including, but not limited to normal wear items, light bulbs, paint, brake lining, brake drums, decking and the like. (Tire Warranties are expressly excluded from Felling Trailers, Inc. warranty herein.) Purchaser is expected to pay for all repairs or replacement costs including any applicable freight in connection with this agreement, including sales and other taxes immediately upon completion of work performed. The warranty claim will be reviewed by Trailers, Inc. or the applicable vendor. If found to be covered by the said warranty and within the specified warranty time frame the customer would receive reimbursement of all or partial fees previously paid not including freight charges.

LIMITED OF LIABILITY: Felling Trailers, Inc. shall not be liable to purchaser for any incidental or consequential damages suffered by purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Felling Trailers, Inc., any loss of or damage to any cargo loaded or shipped in or on our trailer, loss of anticipated profits, transportation expenses due

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to repair, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage of loss of any nature arising at any time or from any cause whatsoever. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

LIMITATION OF REMEDY: In the event of Felling Trailers, Inc. failure to repair the trailer subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Felling Trailers, Inc. shall be for the repair or replacement of any defective part or parts of the trailer subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Felling Trailers, Inc. is willing and able to repair or replace defective parts in the prescribed manner.

This warranty is not transferable by the original purchaser. Felling Trailers, Inc. reserves the right to modify or improve its products covered by this warranty.

ADDITIONAL TERMS AND CONDITIONS

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8. 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.

9. 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.

10. 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.

11. 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.

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>.