



**STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET**

March 1, 2012

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

**FROM: PETE TEAGUE
STATE CONTRACT PROCUREMENT ADMINISTRATOR
302-857-4552**

**SUBJECT: AWARD NOTICE – Addendum # 1 as of March 13, 2012
CONTRACT NO. GSS12640-VOTEMOVE
VOTING MACHINE MOVING AND LOGISTICS**

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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. 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 from February 13, 2012 through September 30, 2013. The State reserves the right to extend this contract on a month-to-month bases for a period of up to three months after the term of the full contract has been completed.

3. VENDORS:

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<p>Contract # GSS12640-VOTEMOVEV01 FSF Vendor ID: 0000026085 Delaware Moving & Storage, Inc. Attn: J. D. Hopkins, President 214 Bear Christiana Road Bear, DE 19701-1041 Phone: 302-322-0311 or 800-296-0417, Ext 100 Fax: 302-322-8783 Email: JD@delawaremovingandstorage.com Website: http://www.delawaremovingandstorage.com/</p>
<p>Contract # GSS12640-VOTEMOVEV02 FSF Vendor ID: 0000024726 Hopkins & Sons, Inc. Attn: Mark A. Pitrizzi, Vice President 1 Bellecor Drive New Castle, DE 19720-1763 Phone: 302-322-8783 or 877-826-6838 Fax: 302-322-9911 Email: markp@hopkinsandsons.com Website: http://www.hopkinsandsons.com/</p>
<p>Contract # GSS12640-VOTEMOVEV03 FSF Vendor ID: 0000007809 Business Move Solutions, Inc. DBA: Office Movers Attn: Joe Capodanno 11 Boulden Circle New Castle, Delaware 19720-3400 Phone: 302-324-0080 or 800-807-3431 Fax: 302-324-1556 Email: jcapodanno@businessmovesolutions.com</p>

Website: <http://www.kanecompany.com/>

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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New Castle County Department of Elections Warehouse
 220 Lisa Drive
 New Castle, Delaware 19720-4185
 Contact: Drew Brooks
 Phone: 302-561-6038
 E-mail: drew.brooks@state.de.us

6. PRICING:

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Prices will remain firm for the term of the contract year		
Vendor	Pricing	Comments
Delaware Moving & Storage, Inc.	\$55.00 per stop \$35.00 per each additional machine per that stop \$15 per stop for signage	If the invoice is paid within 10 days the State will receive another \$70 of discount.
Hopkins & Sons, Inc.	\$83.00 per stop for first machine, signs, cones, poster boards to designated locations within New Castle County \$41 per each additional machine	
Office Movers	\$38.86 per unit delivered	Packing, relocation and return off all signage and related material will be no cost

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:

Responsibilities of the Department:

Provide the selected Vendor(s) a list of the buildings with addresses and contact information no later than thirty (30) days before elections. It should be noted that circumstances beyond the Department's control may result in the change of a building after the list is provided. Similar or additional information in this regard may be added to this Scope of Work at a later date should Delaware Counties in addition to New Castle County elect to participate in this contract.

Provide the Vendor(s) a list of the machines by serial number in the pre-determined route order and number and type of signs, traffic cones and posters to be delivered to each building at least three weeks before an election or on a date to be provided by the Department on election by election bases. A sample of this listing is provided as **Attachment B** to this RFP Package. **Bidders are cautioned this is only a sample and the actual list provided may differ from the Attachment.**

Have the machines and signs, traffic cones and posters available for pickup at the Departments' warehouse located at 220 Lisa Drive in New Castle from 7 a.m. until 3 p.m. the Thursday and Friday before an election or on a date to be provided by the on a election by election bases.

Responsibilities of the Vendor(s):

Note: Similar or additional information in this regard may be added to this Scope of Work at a later date should Delaware Counties in addition to New Castle County elect to participate in this contract.

Assign a single point of contact and back-up for use by the Department with the person's correct work, home and mobile numbers.

Coordinate pick-up and delivery of the voting machines with the Department's warehouse staff at least three (3) weeks afore the election. This includes the order in which the machines are to be loaded onto the vendor's trucks.

Contact each polling place using the information provided by the Department to schedule delivery and pickup at the machines and signs, traffic cones and posters. Some polling places are not open every day, and some are only open for certain hours.

Have trucks and crews available to correct delivery errors on the day before and the day of an election.

Deliver voting machines and signs/traffic cones to their designated polling places no later than 2:00 p.m. the Monday before an election or on a date to be provided by the Department on a election by election bases. Each machine is labeled with the name of the building to which it is to be delivered.

Record the name of the person or persons receiving the voting machines and other materials at each building on the form provided by the Department and the location where the person or persons puts the aforesaid machines and other materials.

Return the machines to their proper places in the Department's warehouse no later than 2 p.m. the Monday following an election or on a date to be provided by the Department on election by election bases.

Reimburse the Department for any damage to the machines that occurred while in the vendor's custody.

Use appropriately sized trucks for delivering machines to locations in the City of Wilmington and to other locations with narrow streets.

See the standards for handling and transporting voting machines below:

Within one (1) hour of occurrence, report any problems with delivering machines and signs to the Department's warehouse staff to include (but not limited to) a machine being dropped or other occurrence where it is reasonable to assume both visible and/or internal damage to a machine may have occurred.

Deliver and return the large foam-core posters in a manner to prevent damage to the overlay and the board.

The selected Vendor must utilize only trained and experienced labor. The Vendor must not utilize any labor obtained from a temporary employment agency, or any other source of temporary, untrained labor.

All employees of the Vendor must be in clean shirt uniform and identifiable at all times. It is requested that the supervisors be distinguishable from the general labor.

Standards for handling and transporting voting machines:

All voting machines must be rolled by hand.

The use of a hand truck or any other type of dolly is **NOT** allowed because they may damage the voting machines.

The voting machine weighs about 200 lbs. And **MUST** be transported, moved and handled with care.

A closed voting machines measures 32" wide, 17" deep and stands 44" high.

Voting machines must be transported in an enclosed vehicle with ETrack style rails and a lift gate or solid ramp (no rollers), that is at least thirty (30) inches in width. Pickup trucks and open trailers cannot be used.

Voting machines **SHALL NOT** be lifted off trucks but must be lowered to the ground using a lift gate or rolled down an appropriately size ramp.

Each machine must be completely padded to prevent damage.

Depending on the size of the truck every ten to fifteen (10 to 15) machines MUST be strapped using straps designed for the ETrack. This **DOES NOT** include bungee type cords.

Voting machines MUST be transported in the upright position. They cannot be stacked on top of one another when being transported.

Covered vehicles with locking doors must be used at all times to ensure against damage and/or loss. The articles moved shall be packed, transported and handled in a careful manner so as to avoid damage.

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

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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>.