



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 25, 2013

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

FROM: DANIELLE RIDGWAY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – Effective July 1, 2013**
CONTRACT NO. GSS12652A-HVY_EQP_PART
HEAVY DUTY VEHICLE PARTS AND ACCESSORIES SUPPLEMENTAL

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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, 2013 through June 30, 2014. Each contract may be renewed for three (3) 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.

3. VENDORS

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Atlantic Tractor LLC 315 Main St Clayton, DE 19938 Bryan Saathoff Phone: 302-653-8536 Fax: 410-364-5706 bsaathoff@atjd.net FSF # 0000006283	Delmarva Fluid Power Inc P O Box 308 209 B Moonglow Rd Fruitland, MD 21826 Walter Coulbourne Phone: 410-546-9580 Fax: 410-546-3984 delmarvafluidpower@inorbit.com FSF # 0000030448
Elliott & Frantz Inc 38420 Sussex Hwy Delmar, DE 19940 Ted Kushner Phone : 410-792-9134 Fax: 301-725-9034 ted@elliottfrantz.com FSF #0000017705	FleetPride Inc 3530 S. Hanover St Baltimore, MD 21225 Al Derosier Phone: 410-398-1515 Fax: 410-398-2356 alfred.derosier@fleetpride.com FSF # 0000067863
Jesco Inc 8411 Pulaski Hwy Baltimore, MD 21237 Mike Trussline Phone: 888-217-0600 Fax: 302-376-0899 mike.trussline@jesco.us FSF #0000046031	McClung-Logan Equipment 17941 Sussex Highway Bridgeville, DE 19933 Tad Lynch Phone : 302-337-3400 Fax: 302-337-9083 tlynch@mcclung-logan.com FSF # 0000029419

VENDORS Cont.

Newark Kubota, Inc dba Burke Equipment Co 2063 Pulaski Hwy Newark, DE 19702 Joan Conley or Jeff Pontank Phone: 302-365-6000 Fax: 302-365-6642 stephen@burkeequipment.com FSF # 0000026253	RC Holloway Co 222 Mill St Salisbury, MD 21801 Ron Holloway Phone: 410-546-9111 Fax: 410-543-9331 rchparts@cavtel.net FSF # 0000081313
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Additional vendors authorized to sell Heavy Duty Vehicle Parts and Accessories are also available through Contract No. [GSS12652-HVY EQP PART](#).

4. SHIPPING TERMS

Varies by vendor: F.O.B. destination, freight pre-paid; F.O.B. origin.

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See pricing spreadsheet for details.

5. DELIVERY AND PICKUP

Varies by vendor.

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See pricing spreadsheet for shipping options and/or pickup locations.

6. PRICING

See pricing spreadsheet on the main contract page for award structure and discounts offered.

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

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 will be issued to cover the procurement of Heavy Duty Vehicle Parts and Accessories requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality or Volunteer Fire Company.

The Heavy Duty Vehicles category includes medium to heavy duty trucks and heavy equipment.

Additional Heavy Duty Vehicle Parts and Accessories are also available through Contract No.12652-HVY_EQP_PART.

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. GENERAL CONTRACT UTILIZATION GUIDANCE

The Heavy Duty Vehicle Parts and Accessories contract vendors will supply parts and accessories that may be available through the Auto Parts and Batteries contract vendors. Agencies should use both contracts to obtain the products necessary for timely vehicle maintenance and repair.

The Auto Parts contract does have several suppliers which offer OEM compatible parts which will work effectively for some medium and heavy duty vehicles and equipment. Additionally, since OEM replacement parts can be less expensive, agencies are encouraged to determine the most appropriate sourcing vendor for each individual repair. To review products available through Auto Parts and Batteries, please refer to the following site:

http://contracts.delaware.gov/contracts_detail.asp?i=304

Vehicle and equipment that require OEM parts, or do not have suitable part alternatives, should source directly from one the Heavy Duty Vehicles Parts and Accessories contracts. All of these contracts are eligible for utilization by state agencies.

17. CONTRACT SPECIFIC TERMS AND CONDITIONS

Please refer to the Scope of Work, located within the Invitation to Bid on the main contract page for contract specific terms and conditions.