



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 29, 2012

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

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4559

SUBJECT: **AWARD NOTICE – Addendum #1 – Effective July 3, 2012**
CONTRACT NO. GSS12652-HVY_EQP_PART
HEAVY DUTY VEHICLE PARTS AND ACCESSORIES

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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, 2012 through June 30, 2013. Each contract may be renewed for four (4) additional one (1) year period 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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Alamo Sales Corp 1502 East Walnut Street Seguin, TX 78155 Ian Burden, President Phone 800-882-5762 Fax 800-242-5266 bids@alamo-group.com FSF # 0000033769	Atlantic Machinery Inc. 2628 Garfield Ave Silver Spring, MD 20910 Trevor Gardner Jr. Phone 301-585-0800 Fax 301-585-7681 trevorgardner@atlanticmachineryinc.com FSF # 0000029851
B&H Industries Inc. dba BH Tubes 180 Schoolhouse Rd Souderton, PA 18964 Lori Groff Phone 866-210-5545 Fax 215-721-9109 lori@bandhindustries.com FSF # 0000018932	Barr International, Inc. 2407 N. Salisbury Blvd Salisbury, MD 21802 Thomas H. Murphy, Vice President Phone 410-546-1122 Fax 410-749-9440 barr@barrtruck.com FSF # 0000029600

<p>Bayshore Ford Truck Sales Inc. 4003 N. DuPont Hwy New Castle, DE 19720 Don Micken Phone 302-656-3160 Fax 302-658-4050 dmicken@bayshoreford.com FSF # 0000025157</p>	<p>Benz Hydraulics 153 S. DuPont Hwy New Castle, DE 19720 Timothy Dougherty, President Phone 302-328-6648 Fax 302-328-4860 tim@benzhydraulics.com FSF # 0000018204</p>
<p>Blue Hen Spring Works Inc. 112 N. Rehoboth Blvd Milford, DE 19963 Matthew Thompson Phone 302-422-6600 Fax 302-422-6613 bluehensprings@verizon.net FSF # 0000025866</p>	<p>Certified Power, Inc. 970 Campus Dr. Mundelein, IL 60060 Kevin T. Smith Phone 847-573-3800 Fax 847-573-3834 ksmith@certifiedpower.com FSF # 0000023190</p>
<p>Eastern Shore Equipment Co., Inc. (ESECO) PO Box 1001 99 Vepco Blvd Camden, DE 19934 Robert J. Bole Phone 302-697-3300 Fax 302-697-3356 eseco@aol.com FSF # 0000024681</p>	<p>Enterprise Flasher Company 4 Hadco Road Wilmington, DE 19804 Jeffrey Roehm Phone 302-999-0856 Fax 302-999-1085 jeff@enterpriseflasher.com FSF # 0000025080</p>
<p>FleetPride, Inc. 3530 S. Hanover St. Baltimore, MD 21225 Curt Ackerman Phone 410-355-8686 Fax 410-355-2011 Curt.ackerman@fleetpride.com FSF # 0000067863</p>	<p>Folcomer Equipment Corp. 12420 Sussex Hwy Greenwood, DE 19950 David Folcomer, President Phone 302-349-5760 Fax 302-349-5785 Mike.youse@folcomer.com FSF # 0000030376</p>

Addendum #1 adds Certified Power to list of authorized vendors.

Award Notice – Addendum #1
 Contract No. GSS12652-HVY_EQP_PART

<p>Interstate Spring and Alignment, Inc. 1919 Chester Pike Eddystone, PA 19022 Daren Ryan Phone 610-876-8318 Fax 610-876-2034 budapestt@aol.com FSF # 0000001163</p>	<p>J.G. Parks & Son, Inc. 1903 S. DuPont Hwy Dover, DE 19901 John Gary Parks Jr. Phone 302-672-7212 Fax 302-672-7238 jgparks@jgparks.com FSF # 0000030020</p>
<p>Kruger Trailers, Inc. 24306 DuPont Blvd Georgetown, DE 19947 Paul Kruger Sr. Phone 302-856-2577 Fax 302-856-2578 laura@krugertrailers.com FSF # 0000027748</p>	<p>Maryland Industrial Trucks, Inc. 1330 W. Nursery Rd Linthicum, MD 21090 Tom Rockstroh Phone 410-636-1255 Fax 410-636-5734 trockstroh@mdindustrialtruck.com FSF # 0000029841</p>
<p>Montage Enterprises Inc. 140 Rt. 94, PO Box 631 Blairstown, NJ 07825 Thomas Montanya, President Phone 866-435-2457 Fax 908-362-5405 sales@montageent.com FSF # 0000015076</p>	<p>Penn Detroit Diesel Allison, LLC 8330 State Road Philadelphia, PA 19136 Joe Paliotta III Phone 215-335-0500 x424 Fax 215-335-2760 J3paliotta@penndda.com FSF # 0000007305</p>
<p>Ransome International, LLC 2975 Galloway Road Bensalem, PA 19020 Richard F. Smith Phone 215-639-4300 Fax 215-245-2831 rsmith@ransome.com FSF # 0000134942</p>	<p>Rathell Farm Equipment 12682 Old Skipton Rd Cordova, MD 21625 Jeffrey D. Rathell, President Phone 800-333-6203 Fax 410-820-7781 parts@rathellfarm.com FSF # 0000030446</p>
<p>Transaxle LLC 2501 Rt. 73 South Cinnaminson, NJ 08077 David Gordon Phone 856-665-4445 Fax 856-663-9072 nmcnally@transaxle.com FSF # 0000134930</p>	

4. **SHIPPING TERMS:**

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F.O.B. destination; freight pre-paid.

See pricing spreadsheet for shipping methods and estimated delivery times.

5. **DELIVERY AND PICKUP:**

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Varies by vendor.

See pricing spreadsheet for shipping and/or pickup locations.

6. **PRICING:**

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

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.

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 the Heavy Duty Vehicles Parts and Accessories contract. Both 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.