



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

SUBJECT: **AWARD NOTICE – Addendum # 6 – Effective July 1, 2014**  
**CONTRACT NO. GSS12652-HVY\_EQP\_PART**  
**HEAVY DUTY VEHICLE PARTS AND ACCESSORIES**

---

TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	5
5. DELIVERY AND PICKUP:	5
6. PRICING:	5
ADDITIONAL TERMS AND CONDITIONS	5



**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 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.

**Addendum # 6 extends the contract one (1) additional year through June 30, 2015. Rate adjustments are effective July 1, 2014 for Alamo and Atlantic Machinery only.**

### **3. VENDORS**

[\(Return to Table of Contents\)](#)

Alamo Sales Corp 1502 East Walnut Street Seguin, TX 78155 Ian Burden, President Phone 800-882-5762 Fax 800-242-5266 <a href="mailto:bids@alamo-group.com">bids@alamo-group.com</a> FSF # 0000033769	Atlantic Machinery Inc. 2628 Garfield Ave Silver Spring, MD 20910 Trevor Gardner Jr. Phone 301-585-0800 Fax 301-585-7681 <a href="mailto:trevorgardner@atlanticmachineryinc.com">trevorgardner@atlanticmachineryinc.com</a> 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 <a href="mailto:lori@bandhindustries.com">lori@bandhindustries.com</a> 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 <a href="mailto:barr@barrtruck.com">barr@barrtruck.com</a> FSF # 0000029600

Award Notice – Addendum # 6  
Contract No. GSS12652-HVY\_EQP\_PART

Bayshore Ford Truck Sales Inc. 4003 N. DuPont Hwy New Castle, DE 19720 John Wilson Phone 302-656-6905 ext 1123 Fax 302-658-4050 <a href="mailto:jwilson@bayshoreford.com">jwilson@bayshoreford.com</a> FSF # 0000025157	Benz Hydraulics 153 S. DuPont Hwy New Castle, DE 19720 Timothy Dougherty, President Phone 302-328-6648 Fax 302-328-4860 <a href="mailto:tim@benzhydraulics.com">tim@benzhydraulics.com</a> FSF # 0000018204
Blue Hen Spring Works Inc. 112 N. Rehoboth Blvd Milford, DE 19963 Matthew Thompson Phone 302-422-6600 Fax 302-422-6613 <a href="mailto:bluehensprings@verizon.net">bluehensprings@verizon.net</a> FSF # 0000025866	Certified Power, Inc. 970 Campus Dr. Mundelein, IL 60060 Kevin T. Smith Phone 847-573-3800 Fax 847-573-3834 <a href="mailto:ksmith@certifiedpower.com">ksmith@certifiedpower.com</a> FSF # 0000023190
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 <a href="mailto:eseco@aol.com">eseco@aol.com</a> FSF # 0000024681	Enterprise Flasher Company 4 Hadco Road Wilmington, DE 19804  Jeffrey Roehm Phone 302-999-0856 Fax 302-999-1085 <a href="mailto:jeff@enterpriseflasher.com">jeff@enterpriseflasher.com</a> FSF # 0000025080
FleetPride, Inc. 3530 S. Hanover St. Baltimore, MD 21225 Curt Ackerman Phone 410-355-8686 Fax 410-355-2011 <a href="mailto:Curt.ackerman@fleetpride.com">Curt.ackerman@fleetpride.com</a> FSF # 0000067863	Folcomer Equipment Corp. 12420 Sussex Hwy Greenwood, DE 19950 David Folcomer, President Phone 302-349-5760 Fax 302-349-5785 <a href="mailto:Mike.youse@folcomer.com">Mike.youse@folcomer.com</a> FSF # 0000030376

Award Notice – Addendum # 6  
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  <a href="mailto:budapestt@aol.com">budapestt@aol.com</a>  FSF # 0000001163</p>	<p>J.G. Parks &amp; Son, Inc.  1903 S. DuPont Hwy  Dover, DE 19901  John Gary Parks Jr.  Phone 302-672-7212  Fax 302-672-7238  <a href="mailto:jgparks@jgparks.com">jgparks@jgparks.com</a>  FSF # 0000030020</p>
<p>Kruger Trailers, Inc.  24306 DuPont Blvd  Georgetown, DE 19947  Paul Kruger Sr.  Phone 302-856-2577  Fax 302-856-2578  <a href="mailto:laura@krugertrailers.com">laura@krugertrailers.com</a>  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  <a href="mailto:trockstroh@mdindustrialtrucks.com">trockstroh@mdindustrialtrucks.com</a>  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  <a href="mailto:sales@montageent.com">sales@montageent.com</a>  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  <a href="mailto:J3paliotta@penndda.com">J3paliotta@penndda.com</a>  FSF # 0000007305</p>
<p>Ransome International, LLC  2975 Galloway Road  Bensalem, PA 19020  Richard F. Smith  Phone 215-639-4300  Fax 215-245-2831  <a href="mailto:rsmith@ransome.com">rsmith@ransome.com</a>  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  <a href="mailto:parts@rathellfarm.com">parts@rathellfarm.com</a>  FSF # 0000030446</p>
<p>Transaxle LLC  2501 Rt. 73 South  Cinnaminson, NJ 08077  David Gordon  Phone 856-665-4445  Fax 856-663-9072  <a href="mailto:nmcnally@transaxle.com">nmcnally@transaxle.com</a>  FSF # 0000134930</p>	

#### 4. **SHIPPING TERMS**

[\(Return to Table of Contents\)](#)

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

See pricing spreadsheet for shipping methods and estimated delivery times.

#### 5. **DELIVERY AND PICKUP**

[\(Return to Table of Contents\)](#)

Varies by vendor.

See pricing spreadsheet for shipping and/or pickup locations.

#### 6. **PRICING**

[\(Return to Table of Contents\)](#)

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.

**Addendum # 5 – updates the pricing spreadsheet to include vendors and manufacturers available on the supplemental contract GSS12652A- HVY\_EQP\_PART, titled as Heavy Duty Vehicle Parts and Accessories Supplemental.**

### **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. PURCHASE ORDERS**

Agencies are required to identify the contract number GSS12652-HVY\_EQP\_PART on all Purchase Orders (P.O) and shall complete the same when entering P.O. information in the State's Financial Reporting System.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

## **16. 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>.

## **17. 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](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.

**18. 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.