



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 19, 2012

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

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

SUBJECT: **AWARD NOTICE – Addendum #3 – Effective May 31, 2012**
CONTRACT NO. GSS12663-HVYEQUIP
HEAVY EQUIPMENT

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

| | |
|--------------------------------------|---|
| 1. CONTRACT USE:..... | 2 |
| 2. CONTRACT PERIOD: | 2 |
| 3. VENDORS: | 2 |
| 4. SHIPPING TERMS: | 6 |
| 5. DELIVERY AND PICKUP:..... | 6 |
| 6. PRICING:..... | 6 |
| ADDITIONAL TERMS AND CONDITIONS..... | 7 |



KEY CONTRACT INFORMATION

1. CONTRACT USE:

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

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 construction equipment with related accessories, supplies, and services on or around July 20, 2011 (hereinafter, “Master Agreement”).

2. CONTRACT PERIOD:

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

Each contractor’s contract shall be valid through July 19, 2015. See vendor information below.

3. VENDORS:

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

| | |
|--|--|
| <p>Contract # GSS12663-HVYEQUIPV01 NJPA Contract Number: 060311-CNH FSF Vendor ID: 0000126313 CNH America, LLC Attn: Gary Oldis 621 State Street Racine, WI 53402-5133 Phone: 262-636-0625 Fax: 262-636-5310 Email: gary.oldis@cnh.com Website: http://www.cnh.com/</p> | <p>Product lines: Case Kobelco New Holland</p> <p>Local Dealers: New Holland Construction Modern Equipment Sales & Rental Company FSF Vendor ID: 0000018055 24 Brookside Drive Wilmington, DE, 19804-1102 Phone: 800-227-2525 Fax: 302-658-0135 Email: adamj@moderngroup.com Website: www.moderngroup.com</p> |
|--|--|

| | |
|---|---|
| | <p>Kobelco Gaithersburg Equipment Company FSF Vendor ID: 0000076175 700 E Diamond Ave. Gaithersburg, MD, 20877-3065 Phone: (301) 670-9300 Fax: (301) 926-3705 Website: www.gaithersburgequipment.com</p> <p>Case CE Folcomer Equipment Corp FSF Vendor ID: 0000030376 12420 Sussex Highway Greenwood, DE, 19950-5447 Phone: (302) 349-5760 Fax: (302) 349-5785 Website: www.folcomer.com</p> <p>Eagle Power & Equipment Corp. FSF Vendor ID: 0000018725 2211 DuPont Hwy P.O. Box 889 New Castle, DE, 19720-0889 Phone: (302) 652-3028 Fax: (302) 652-7540 Website: www.eaglepowerandequipment.com</p> |
| <p>Contract # GSS12663-HVYEQUIPV02 NJPA Contract Number: 031711-DAC FSF Vendor ID: 0000022081 Deere and Company Attn: Bill Frank 2000 John Deere Run Cary, NC 27513-2789 Phone: 972-974-0984 Email: FrankWilliamD@JohnDeere.com Website: www.johndeere.com</p> | <p>Product Lines: John Deere</p> <p>Local Dealers: Atlantic Tractor, LLC FSF Vendor ID: 0000006283 301 East Street Clayton, DE 19938-7707 Phone: 302-653-8536 or 800-367-2726 Fax: 410-648-2592 Email: scahall@atjd.net Website: http://www.atlantictractor.net/clayton.htm</p> |
| <p>Contract # GSS12663-HVYEQUIPV06 NJPA Contract Number: 060311-JDC FSF Vendor ID: 0000132192 John Deere Construction Retail Sales Attn: Richard Murga or Debra Loding 1515 Fifth Avenue Moline, IL 61265-1397 Phone: 800-319-3757 Fax: 309-765-3358 Email: murgarichard@johndeere.com lodingdebra@johndeere.com Website: www.deere.com</p> | <p>Products: Articulated Dump Trucks Backhoe Loaders Compact Track Loaders Crawler Dozers Crawler Loaders Excavators (standard & compact) High-Speed Dozer Landscape Loader Motor Graders Skid Steer Loaders Wheel Loaders (standard & compact)</p> <p>Local Dealers: Atlantic Tractor, LLC FSF Vendor ID: 0000006283 2688 Pulaski Hwy</p> |

| | |
|---|--|
| | <p>Newark, DE 19702-3915 Phone: 302-834-0114 Fax: 302-834-2847 Email: dpoutre@atjd.net Website: http://www.atlantictractor.net/glasgow.htm</p> <p>JESCO, Inc. FSF Vendor ID: 0000046031 1001 Industrial Dr. Middletown, DE 19709-1097 Phone: 302-376-0784 or 800-241-7070 Fax: 410-918-5103 Email: mike.turssline@jesco.us Website: www.jesco.us</p> <p>Atlantic Tractor, LLC FSF Vendor ID: 0000006283 301 East Street Clayton, DE 19938-7707 Phone: 302-653-8536 or 800-367-2726 Fax: 410-648-2592 Email: scahall@atjd.net Website: http://www.atlantictractor.net/clayton.htm</p> <p>JESCO, Inc. FSF Vendor ID: 0000046031 9060 Ocean Hwy Delmar, MD 21875-2334 Phone: 410-546-1090 or 800-241-7070 Fax: 410-918-5103 Email: lynda.bagdonas@jesco.us Website: www.jesco.us</p> |
| <p>Contract # GSS12663-HVYEQUIPV03 NJPA Contract Number: 060311-CEC FSF Vendor ID: 0000127445 Clark Equipment Company Attn: Mike Kotzbacher 250 E. Beaton Drive West Fargo, ND 58078-2656 Phone: 701-241-8746 Fax: 701-280-7860 Email: mike.kotzbacher@doosan.com Website: http://www.bobcat.com/government</p> | <p>Product Lines: Bobcat Doosan</p> <p>Local Dealers: Burke Equipment Company FSF Vendor ID: 0000106399 2063 Pulaski Hwy Newark, DE 19702-3503 Phone: 302-737-3100 Fax: 302-737-3578 Email: chris@burkeequipment.com Website: www.burkeequipment.com</p> <p>Burke Equipment Company FSF Vendor ID: 0000106399 54 Andrews Lake Rd. Felton, DE 19943 Phone: (302) 284-0123 Fax: (302) 284-0225 Email: mbabbitt@burkeequipment.com Website: www.burkeequipment.com</p> |

| | |
|---|---|
| | <p>Burke Equipment – Seaford, Inc. FSF Vendor ID: 0000106399 11196 East Snake Rd. Delmar, DE 19940 Phone: (302) 629-7500 Fax: (302) 629-5570 Email: cwagner@burkeequipment.com Website: www.burkeequipment.com</p> |
| <p>Contract # GSS12663-HVYEQUIPV04 NJPA Contract Number: 031711-AGI FSF Vendor ID: 0000033769 Alamo Industrial, Inc. Attn: John Wright 1502 E. Walnut Street Seguin, TX 78155-5202 Phone: 830-372-9517 or 800-882-5762 Fax: 800-242-5266 Email: jwright@alamo-group.com Website: www.alamo-industrial.com</p> | <p>Products: Boom Mowers Ditchers, Loaders & Sickle Bars Flail Mowers Rotary Mowers Tree & Brush Cutters</p> <p>Local Dealers: Gaithersburg Equipment Co. Inc. Attn: Brian Dunleavy, 830-605-2295 700 E. Diamond Ave. Gaithersburg, MD 20877-3065 Phone: 301-670-9300 Fax: 301-926-3705 Email: Website: www.gaithersburgequipment.com</p> <p>Security Equipment Company, Inc. Attn: Brian Dunleavy, 830-305-2295 3828 Washington Blvd. Baltimore, MD 21227 Phone: 410-247-9600 Fax: 410-247-4819 Email: Website: www.securityfnh.com</p> <p>Messick Farm Equipment, Inc. Attn: Jill Sandidge, 800-882-5768 7481 Lincoln Hwy East Abbottstown, PA 17301 Phone: 717-259-6617 Email: Website: www.messicks.com</p> |
| | |

| | |
|--|---|
| <p>Contract # GSS12663-HVYEQUIPV05 NJPA Contract Number: 060311-All FSF Vendor ID: 0000033246 Altec Industries, Inc. Attn: Courtney Meredith 210 Inverness Center Drive Birmingham, AL 35242-4834 Phone: 205-241-3165 or 800-958-2555 Fax: 205-278-5800 Email: courtney.meredith@altec.com Website: www.altec.com</p> | <p>Product: Truck Mounted Aerial Devices Digger Derricks Telescopic Boom Truck Cranes Cable Handling Devices Ground Rod Drivers Hotline Insulator Washers Pressure Diggers Altec Bodies Pole Cargo Trailers Environmental Products</p> <p>Local Dealers: None listed</p> |
|--|---|

4. SHIPPING TERMS:

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

Freight – based on FOB point of shipment.

5. DELIVERY AND PICKUP:

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

- a. Agencies may work with the local dealer in specifying machine requirements or call the primary vendor contact directly at the numbers above.
- b. Dealers would submit preliminary build codes to the primary vendor for verification of pricing, discount and freight from factory to dealer. Full delivery address for end-user is required for freight calculation.
- c. Additional charges may occur for installation of attachments as well as for parts, accessories and open market items.
- d. Purchase Orders should be made out to the **Primary Vendor**.
- e. Identify the NJPA contract number, as well as the GSS contract number.
- f. Dealer delivers machine.
 - I. Dealer performs operator review, as needed.
 - II. Dealer files warranty registration.

6. PRICING:

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

Prices will remain firm for the term of the contract year. All items are a percent off the manufacturer's lowest list price catalog. Pricing and discount information may be obtained from the cognizant State Contract Procurement Officer.

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. Agency pays the primary vendor for purchase and not the dealer.

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. 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.

12. 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.

13. 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.

14. 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>.