



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 3, 2013

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS13673-GRND_MAINT
Ground Maintenance with Related Equipment, Accessories & Supplies

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KEY CONTRACT INFORMATION

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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. CONTRACT USE:

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- a. **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.
- b. 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.
- c. 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 landscaping and grounds related equipment, accessories and supplies on or around May 15, 2013 (hereinafter, "Master Agreement").

2. CONTRACT PERIOD:

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Each contractor's contract shall expire as indicated in vendor information.

3. VENDORS:

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<p>Contract # GSS13673-GRND_MAINTV01 NJPA Contract Number: 070313-AGI Contract Expires: August 19,2017 FSF Vendor ID: 0000033769 Alamo Group (TX), Inc. DBA: Alamo Industrial Attn: Kim Koenig 1502 E. Walnut St Seguin, TX 78155-5202 Phone: 800-882-5762, Ext 1594 Fax: 800-242-5266 Email: kkoenig@alamo-group.com Website: www.alamo-industrial.com</p>	<p>Local Dealer: Atlantic Tractor LLC Contract # GSS13673-GRND_MAINTV09 FSF Vendor ID: 0000006283 301 East St 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>Atlantic Tractor LLC Contract # GSS13673-GRND_MAINTV09 FSF Vendor ID: 0000006283 2688 Pulaski Highway Newark, DE 19702-3915 Phone: 302-834-0114 Fax: 302-834-2847 Email: tpatrick@atjd.net Website: http://www.atlantictractor.net/glasgow.htm</p>
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Contract No. GSS13673-GRND_MAINT

Ground Maintenance with Related Equipment, Accessories & Supplies

Contract # GSS13673-GRND_MAINTV02

NJPA Contract Number: 070313-DAC

Contract Expires: September 11, 2017

FSF Vendor ID: 0000022081

Deere and Company

Attn: Bill Frank

2000 John Deere Run

Cary, NC 27513-2789

Phone: 972-974-0984 or 800-358-5010

Email: FrankWilliamD@JohnDeere.com

Website: www.johndeere.com

Agencies should submit P. O. to John Deere Company for processing, noting the NJPA and GSS contract numbers on the P.O. and the preferred delivering dealer. John Deere invoices the agency upon delivery of product. Delivery of product is by the designated delivering dealer.

The purchasing agency will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business, for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under the warranties.

Local Dealers:

Atlantic Tractor LLC

Contract # GSS13673-GRND_MAINTV09

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>

Atlantic Tractor LLC

Contract # GSS13673-GRND_MAINTV09

FSF Vendor ID: 0000006283

2688 Pulaski Highway

Newark, DE 19702-3915

Phone: 302-834-0114

Fax: 302-834-2847

Email: tpatrick@atjd.net

Website: <http://www.atlantictractor.net/glasgow.htm>

Foukl Lawn & Equipment, Inc.

Contract # GSS13673-GRND_MAINTV10

FSF Vendor ID: 0000024785

2018 Foukl Road

Wilmington, DE 19810-3624

Phone: 302-475-3233

Fax:

Email: fouklawn@verizon.net

Website: www.fouklawn.com

Taylor and Messick, Inc.

Contract # GSS13673-GRND_MAINTV11

FSF Vendor ID: 0000024381

Contact: Jimmy Messick, Jr.

325 Walt Messick Road

Harrington, DE 19952-3300

Phone: 302-398-3729 or 800-237-1272

Fax: 302-398-4732

Email: taylormessick@taylormessick.com

Website: www.taylormessick.com

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Contract No. GSS13673-GRND_MAINT

Ground Maintenance with Related Equipment, Accessories & Supplies

Contract # GSS13673-GRND_MAINTV08 NJPA Contract Number: 070313-VRM Contract Expires: September 11, 2017 FSF Vendor ID: 0000029582 Vermeer Corporation Attn: Jerry Beyer or Jodi Schnell 1210 Vermeer Road East Pella, IA 50219-7660 Phone: 641-621-8146 or 641-621-7885 Fax: 641-621-8185 Email: jbeyer@vermeer.com or jschnell@vermeer.com Website: www.vermeer.com	Local Dealer: Vermeer Mid-Atlantic, Inc. Contract # GSS13673-GRND_MAINTV12 FSF Vendor ID: 0000029582 Contact: John Vos 8830 Corridor Rd Annapolis Junction, MD 20701-1159 Phone: 301-498-5200 or 800-492-1274 Fax: 301-498-8720 Email: annapolisjunction.md@vermeermidatlantic.com Web: www.vermeermidatlantic.com
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4. SHIPPING TERMS:

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- a. FOB Shipping point.

5. DELIVERY AND PICKUP:

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The vendor will deliver the purchased equipment.

6. PRICING:

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- a. See the Pricing Spreadsheet.

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:

- a. 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.
- b. To order Toro equipment, agencies must contact the "local distributor".

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

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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>.