



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 8, 2013

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

FROM: MARIA FRY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4550

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS13711-FLOOD_CTRL
FLOOD CONTROL DEVICES, EQUIPMENT AND PARTS

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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. 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.

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 Maricopa County, State of Arizona. Maricopa County and Contractor(s) established a contract for the purchase of flood control devices, equipment and parts on or around August 4, 2010 (hereinafter, "Master Agreement")

2. CONTRACT PERIOD

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Each contractor's contract shall be valid through August 31, 2016. No additional extension periods exist on the original contract.

3. VENDORS

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High Sierra Electronics, Inc.
155 Spring Hill Drive, Suite 106
Grass Valley, CA 95945

FSF # 0000189608

Attn: Sue Swenor
Phone: 530-273-2080, ext.36 or 800-275-2080
Fax: 530-273-2089
Email: sue@highsierraelectronics.com

4. SHIPPING TERMS

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

5. PRICING

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Equipment Pricing				
Bid	Title	Bidder Notes	Price	UofM
10024-C-1-01	Alert date Repeater (Sec 2.1)	HSE Model 3300-06 Store & Forward Repeater. Our current ALERT Repeaters do not have the number of inputs specified. We are currently adding repeater capabilities to our new ALERT Transmitter Model 3306. We anticipate this will be implemented by this fall. If awarded a contract covering this item we would provide a test unit to the County to evaluate prior to placing an order for this Model.	\$3,180.00	each
10024-C-1-02	Tipping Bucket Rain Gauge (Sec 2.2)	HSE Model 2400-00 Tipping Bucket Rain Gauge	\$567.00	each
10024-C-1-03	Water Level Gauge Submersible Pressure Transducer (Sec. 2.3)	HSE Model 6600 Series Water Level Sensor	\$4,866.25	each
10024-C-1-04	Water Level Gauge Non-Submersible Pressure Transducer (Sec. 2.4)	HSE Model 6652-00 Non-Submersible Pressure Transducer - H350-XL Range up to 30 PSI. Custom range to 50 PSI additional charge if \$625.00. Specification did not request desiccator and one is not included in the price. For reference, the small desiccator sells for \$344.00.	\$2,764.00 \$1,118.50	each
10024-C-1-05	Remote Alert Weather Station (Sec. 2.5)	HSE Model 3451 Packaged Weather Station	\$7,818.00	each
10024-C-1-06	Solar Panel (Sec. 2. 6)	HSE Model 5301-03 Solar Panel	\$155.00	each
10024-C-1-07	Antennas (Sec. 2.7)	Model 7110 Omni Directional Antenna. Model 7105-04 Yagi Directional Antenna \$275.00.	\$75.00	each
10024-C-1-08	Map Display Interface (Sec. 2.8)	HSE Model 8199-00 Map Display Interface	\$2,787.50	each
10024-C-1-09	Receiver/Decoder for Base Station (Sec. 2.9)	HSE Model 1000-03/4500-02 Decoder/Receiver *Deviation - Does not meet specification 2.9.5	\$1,496.00	each
10024-C-1-10	Standpipes (Sec. 2.10)	HSE Model 7000-14 Standpipe Assembly	\$1,170.00	each
10024-C-1-11	Repeaters/Weather Stations (Sec. 2.11)	HSE Model 7000 Standpipe for Repeaters and Weather Stations.	\$1,240.00	each
10024-C-1-12	Alert Data Transmitter (Sec. 2.12)	HSE Model 3306 ALERT Data Transmitter	\$2,392.00	each

❖ Other catalog items (not listed above) are available at List Price minus 5% discount.

Extended Warranty				
Bid	Title	Bidder Notes	Price	UofM
10024-C-2-01	Year 2	Unit Price shown (5%)is a percentage of total amount of equipment ordered. This assumes an average mix of equipment ordered. Equipment manufactured by HSE comes with a standard 3 Year Warranty. Equipment manufactured by others and resold by HSE comes with a 1 Year standard Warranty.	5%	
10024-C-2-02	Year 3	Unit Price shown (5%)is a percentage of total amount of equipment ordered. This assumes an average mix of equipment ordered. Equipment manufactured by HSE comes with a standard 3 Year Warranty. Equipment manufactured by others and resold by HSE comes with a 1 Year standard Warranty.	5%	
10024-C-2-03	Year 4	Unit Price shown (10%)is a percentage of total amount of equipment ordered.	10%	
10024-C-2-04	Year 5	Unit Price shown (10%)is a percentage of total amount of equipment ordered.	10%	

Parts				
Bid	Title	Bidder Notes	Price	UofM
10024-C-3-01	Incidental Maintenance/Repair Items at List Price Minus	Does not include shipping charge	5%	each

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. 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.

8. 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.

9. 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.

10. REQUIREMENTS

This agreement is established between the contractor and Government Support Services to allow the procurement of flood control devices, equipment and parts.

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>.