



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

April 1, 2015

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

FROM: Pamela Barr  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4570

SUBJECT: **AWARD NOTICE – ADDENDUM #5 – Effective January 1, 2020**  
**CONTRACT NO. GSS15042-HWY\_FLARE**  
**Highway Safety Flares**

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TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT.....	2
2. CONTRACT PERIOD .....	2
3. VENDORS .....	2
4. SHIPPING TERMS .....	3
5. INSIDE DELIVERY .....	3
6. PRICING .....	3
7. PRICE ADJUSTMENT.....	3
ADDITIONAL TERMS AND CONDITIONS.....	3



**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 an initial period of June 1, 2015 through November 30, 2016. Each contract may be renewed for three (3) one (1) year periods 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 #1 extends the contract for one (1) additional year through November 30, 2017. All other terms and conditions remain the same.

Addendum #2 extends the contract for one (1) additional year through November 30, 2018. All other terms and conditions remain the same.

Addendum #3 extends the contract for one (1) additional year through November 30, 2019. All other terms and conditions remain the same.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

Addendum # 4 extends this contract one (1) additional month through December 31, 2019.

**Addendum # 5 extends this contract one (1) additional month through January 31, 2020**

### **3. VENDORS**

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

Standard Fusee Corporation /DBA/ Orion Safety Products  
28320 St. Michaels Road  
Easton, MD 21601  
ATTN: Ken Harrison  
PH: 800-637-7807  
EM: [Kenny@orionsignals.com](mailto:Kenny@orionsignals.com)  
FSF Vendor ID: 0000001383  
FSF Vendor Contract #: GSS15042-HWY\_FLAREV01

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

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

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

**Exception:** FOB Destination; freight pre-paid on orders of 10 cases or greater. Standard delivery only.

#### 5. **INSIDE DELIVERY**

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

Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied for delivery involving each full flight of stairs. There shall be no additional charges involving the use of a building's elevator. Under no circumstances will ordering agency personnel assist with unloading product.

**Exception:** Delivery will be accepted at general receiving area.

#### 6. **PRICING**

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

Prices will remain firm for the term of the contract year.

Description	Price per case	Manufacturer	Product #	Delivery in Days
1-50 cases	\$51.00	Standard Fusee	9340	15
51-250 cases	\$50.50	Standard Fusee	9340	15
251+ cases	\$50.00	Standard Fusee	9340	15
Flare Storage bags (6/cs)	\$77.60	Standard Fusee	7830	15

#### 7. **PRICE ADJUSTMENT**

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

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial contract period, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

**Exception:** Revise CPI-U Philadelphia All Urban Consumer Price Index to Producer Price Index, Series Id PCU325, chemical manufacturing.

#### **ADDITIONAL TERMS AND CONDITIONS**

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

#### 8. **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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15042-HWY\_fLARE on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **13. REQUIREMENTS**

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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>.