



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 1, 2015

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #1** (Effective November 13, 2015)
CONTRACT NO. GSS15583-MULCH
Mulch

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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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.

2. CONTRACT PERIOD

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Each vendor's contract shall be valid for one (1) year from October 1, 2015 through September 30, 2016. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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GSS15583-MULCH
Playcore Wisconsin Inc.
DBA Game Time c/o Cunningham Recreation
206 Del Rhodes Ave
Queenstown, MD 21658
Contact: Brian Lewis
Phone: 800-233-0529
Fax: 410-827-8855
Email: blewis@cunninghamrec.com
FSF: 0000022956

4. SHIPPING TERMS

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See Pricing Spreadsheet attachment for information regarding charges and delivery requirements. Please also note the \$125 delivery charge for each additional location will apply if ordering (100) cubic yards or less and require delivery to multiple locations. So, if a single order is needed to be delivered to multiple locations, it must be known at time of order. One hundred cubic yards is considered a truck load.

Example: If an order is placed for 250 cubic yards and needs (5) additional drops it will be broken down like this:

1st full truck of (100) cubic yards would have the charge per notation on the appendix, plus (1) additional drop of \$125

2nd full truck of (100) cubic yards would have the charge per notation on the appendix, plus (1) additional drop of \$125

3rd truck of (50) cubic yards would have the charge per notation on the appendix.

5. PRICING

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Prices will remain firm for the term of the contract year. See Pricing Spreadsheet attachment.

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 or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for 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. 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.

11. 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.

12. 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.

13. 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>.

PLAYGROUND MULCH

14. ENGINEERED WOOD FIBER PLAYGROUND SURFACING: (Woodcarpet® or approved equal)

Composition

- 100% pre-consumer recovered wood from 100% post consumer recovered wood.
- Free of soil, leaves, twigs, and other contaminants which hasten decomposition
- Free of chemical treatments and additives

Dimensions

- Randomly sized. Per sieve analysis EWF standard ASTM F2075.

Properties

- Hazardous Metal, ASTM F2075.
- Tramp Metal, ASTM F2075.

- Coefficient of Permeability, ASTM D2434: Greater than 0.6 cm/s.
- Moisture Absorption: Maximum of 150 percent by weight.
- Moisture Content: 25 to 60 percent by weight.
- Density: 15 to 24 pounds per cubic foot.
- Impact, ASTM F1292-04.
- IPEMA Certified: 8 inch thickness rated to 8 feet and 12 inch thickness to 12 feet.
- Accessibility, ASTM F1951-08.
- Resistant to Flammability, 16 FR Part 1630 Standard for Surface Flammability of Carpets and Rugs (FF1-70), Modified Procedure, Not Oven Dried
- Flammable, 16 CFR 1500.44, Federal Hazardous Substances Act Title 16, Chapter II, Subchapter C for Rigid and Pliable Solids

Warranty:

- Engineered Wood Fiber Playground Surfacing: 15 to 20 years

15. DRAINAGE FABRIC (Duraliner® or approved equal)

- Composition: L Non-woven, needle punched, UV treated polypropylene or spunbound polyester fabric.
- Recycled content: 10% post consumer and 10% or more of pre-consumer (post manufacturing).
- Size 5 to 6 feet wide x 250 feet long.
- Weight, ASTM D3776: min. 3.24 ounces per square yard.
- Grab Tensile Strength: ASTM D4632: Min. 81/79 pounds.
- Elongation: 5/63
- Mullen Burst Strength, ASTM D3786: Min. 130 pounds.
- Puncture Resistance, ASTM D4833: Min. 45.1 pounds.
- Trapezoid Tearing Strength, ASTM D4533: Min. 42/71 pounds.
- Permittivity, ASTM D4491: Min. 2.09 sec-1.
- Flow Rate, ASTM D4491: Min. 300 gal/ft/min.

16. PLAYGROUND SURFACING WEAR MAT (Woodcarpet® PVC Mat or approved equal)

- Composition: Recycled high grade PVC, 60 percent; and virgin PVC, 40 percent.
- Size 42" x 42" (slide exits)
- Size 42" x 78" (swings)
- Size 78" x 78" (tire swings)
- Size 78" x 90" (swing bay)
- Thickness: ¾"
- Drainage Holes: 3/8" diameter holes on 2-3" centers both directions.
- Impact, ASTM F 1292: Maximum 340 HIC and 70 G over 11.25" of Woodcarpet® from 12 ft. fall height at 23° C.
- IPEMA Certified: Woodcarpet® PVC mat over 11.25" of Woodcarpet® rated to 12 ft.
- Durometer, Shore A: 20 plus or minus 3
- Tensile Strength: 592 psi.
- Elongation: 475 percent.
- Tear Strength: 84 pounds per i

17. LANDSCAPING MULCH

○ **#1 GRADE TRIPLE GROUND MULCH**

- Natural, triple ground mulch product consisting of hardwood bark, clean wood chips, and root material processed through grinding and screening equipment.
- Product is aged for 6 months to a year which gives it a rich, dark, natural color
- No chemicals are added to this product

○ **#3 GRADE TRIPLE GROUND HARDWOOD MULCH**

- Natural, triple ground mulch product consisting of hardwood bark, clean wood chips, and root material processed through grinding and screening equipment
- Product is aged for 6 months to a year which gives it a rich, dark, natural color
- No chemicals are added to this product