STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 20, 2015

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

FROM: Steve Chillas
STATE CONTACT PROCUREMENT OFFICER
302-857-4549

SUBJECT: **AWARD NOTICE, Addendum #5 – effective June 14, 2017**
CONTRACT NO. GSS15750-EQUIP_HD
CONSTRUCTION EQUIPMENT, HEAVY DUTY

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

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

1. OVERVIEW

This Contract is for the purchase of new Heavy Duty Construction Equipment. The Source Contract is NJPA #032515.

2. CONTRACT USE

This is **not** a mandatory use contract under **Title 29, Chapter 6911(d) <u>Delaware Code</u>**. 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 2015 (hereinafter, "Master Agreement").

3. CONTRACT PERIOD

Each contractor's contract shall be valid through May 19, 2019. See vendor information below.

4. VENDORS

Awarded Contract Vendors (Details for local dealers are listed further below)

Awarded Vendor	Awarded Vendor Contact	Local Dealers
John Deere Shared Services dba John Deere Construction Retail Sales 1515 Fifth Avenue Moline, IL 61265 GSS15750-EQUIP_HDV01 FSF ID# 0000022081	Richard Murga Phone: 309-765-0260 Fax: 309-765-3358 MurgaRichard@JohnDeere.com Mark R. Deakyne Phone: 309-765-3358 Fax: 309-831-6410 DeakyneMarkR@JohnDeere.com	Atlantic Tractor-Newark Atlantic Tractor-Clayton JESCO-Delmar JESCO-Middletown
Atlas Copco 3700 East 68th Ave Commerce City, CO 80022 GSS15750-EQUIP_HDV06 FSF ID#	Tim Hoffman Phone: 302-248-9029 Tim.Hoffman@us.atlascopco.com	Asphalt Paving Equipment & Supplies

Awarded Vendor	Awarded Vendor Contact	Local Dealers
Volvo Construction Equipment North 312 Volvo Way Shippensburg, PA 17257 GSS15750-EQUIP_HDV07 FSF ID#	Kathy Tedone Phone: 828-337-3722 kathy.tedone@consultant.volvo.com James Peesker Phone: 717-530-6640 Cell: 828-275-5396 james.peesker@volvo.com	Penn Jersey Machinery FSF ID#: 0000263844 McClung-Logan Equipment FSF ID#: 0000029419
CNH America LLC 621 State Street Racine, WI 53402-5133 GSS15750-EQUIP_HDV10 FSF ID# 0000126313	Tony Simpson Phone: 262-636-6576 Cell: 262-631-0881 Tony.simpson@casece.com Amy Swett Phone: 717-355-1686 Amy.swett@newholland.com	Folcomer Equipment Corporation FSF ID#: 0000030376 Eagle Power and Equipment FSF ID# 0000018725
BOMAG 125 Blue Granite Parkway Ridgeway, SC 29130 GSS15750-EQUIP_HDV13 FSF# 0000343673	Greg Shockley 479-629-6550 Greg.shockley@bomag.com	JESCO-Delmar JESCO-Middletown

Local Dealers

Local Dealer For:	Local Dealer Name/Contact Information
Atlas Copco	**Asphalt Paving Equipment & Supplies** GSS15750-EQUIP_HDV05 FSF Vendor ID: 0000238445 Attn: Jason Madden 26822 Lewes Georgetown Highway Harbeson, DE 19951 Phone: 302-664-1552 Cell: 302-382-6318 Email: jason@apeasi.com
BOMAG	**JESCO, Inc. - Delmar** GSS15750-EQUIP_HDV04 FSF Vendor ID: 0000046031 Attn: Lynda Bagdonas 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 **JESCO, Inc. - Middletown** GSS15750-EQUIP_HDV04 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

Local Dealer For:	Local Dealer Name/Contact Information
John Deere	**Atlantic Tractor, LLC – Newark** GSS15750-EQUIP_HDV02 FSF Vendor ID: 0000006283 Attn: Tom Patrick or Michael Smith 2688 Pulaski Hwy Newark, DE 19702-3915 Phone: 302-834-0114 Fax: 302-834-2847 Email: tpatrick@atjd.net or mikesmith@atjd.net Website: http://www.atlantictractor.net/ **Atlantic Tractor, LLC - Clayton** GSS15750-EQUIP_HDV02 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/
John Deere	**JESCO, Inc. - Delmar** GSS15750-EQUIP_HDV04 FSF Vendor ID: 0000046031 Attn: Lynda Bagdonas 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 **JESCO, Inc. - Middletown** GSS15750-EQUIP_HDV04 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

Local Dealer For:	Local Dealer Name/Contact Information
Volvo	**Penn Jersey Machinery** GSS15570-EQUIP_HDV08 FSF Vendor ID: 0000075944 Attn: **Jim Fehr** 847 Route 12 Frenchtown, NJ 08825 Phone: **610-363-9200** Fax: 908-237-1504 Cell: **610-389-3408** Email: jfehr@pjmvolvo.com **McClung-Logan Equipment Co., Inc.** GSS15750-EQUIP_HDV09 FSF Vendor ID: 0000029419 Attn: Dave Beehner 17941 Sussex Highway Bridgeville, DE 19933 Phone: 540-8484 Alt Phone: 540-989-3750 Fax: 540-989-4164 Cell: 540-520-8484 Email: dbeehner@mcclung-logan.com Attn: Tad Lynch Phone: 302-337-3400 Alt Phone: 302-386-8781 Fax: 302-337-9083 Cell: 443-386-8781 Email: tlynch@mcclung-logan.com
CNH America LLC **(Case-New Holland)**	**Folcomer Equipment Corporation** **GSS15750-EQUIP_HDV11** 12420 Sussex Highway Greenwood, DE 19950 Attn: Dave Folcomer Phone: 410-575-6580 Fax: 410-575-7052 Dave.folcomer@folcomer.com **Eagle Power and Equipment** **GSS15750-EQUIP_HDV12** 2211 Dupont Highway New Castle, DE 19720 Attn: Matthew McDonald Phone: 215-699-5871 Fax: 215-699-6416

5. SHIPPING TERMS

Freight – based on FOB pint of shipment.

6. DELIVERY AND PICKUP

- Agencies may work with the local dealer in specifying machine requirements or call the primary vendor contact directly at the numbers above.
- 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.
- Additional charges may occur for installation of attachments as well as for parts, accessories and open market items.
- Identify the NJPA contract number (032515), as well as the GSS contract number.
- Dealer delivers machine.
- Dealer performs operator review, as needed.
- Dealer files warranty registration.

7. PRICING

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.

8. BILLING

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. 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. Agency pays the primary vendor for purchase and not the dealer.

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 are required to identify the contract number GSS15750-EQUIP_HD on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

13. 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.

14. 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.

15. 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.

16. 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.

Contract History:

1. Addendum #4 extends contract until May 19, 2019 in order to run concurrent with the NJPA Contract #032515.
2. **Addendum #5 adds BOMAG to the contract from the NJPA Contract #032515.**