



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 #8 – effective May 18, 2018**  
**CONTRACT NO. GSS15750-EQUIP\_HD**  
**CONSTRUCTION EQUIPMENT, HEAVY DUTY**

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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

## 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) Delaware Code**. 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
<b>John Deere Shared Services</b>  dba John Deere Construction Retail Sales 1515 Fifth Avenue Moline, IL 61265  GSS15750-EQUIP_HDV01 FSF # 0000022081	Richard Murga Phone: 309-765-0260 Fax: 309-765-3358 <a href="mailto:MurgaRichard@JohnDeere.com">MurgaRichard@JohnDeere.com</a>  Mark R. Deakyne Phone: 309-765-3358 Fax: 309-831-6410 <a href="mailto:DeakyneMarkR@JohnDeere.com">DeakyneMarkR@JohnDeere.com</a>	Atlantic Tractor-Newark Atlantic Tractor-Clayton JESCO-Delmar JESCO-Middletown
<b>Dynapac North America, LLC</b> 1059 Paragon Way Rock Hill, SC 29730  GSS15750-EQUIP_HDV17 FSF # 000407878	Tim Hoffman Phone: 302-248-9029 <a href="mailto:Tim.Hoffman@us.atlascopco.com">Tim.Hoffman@us.atlascopco.com</a>	Asphalt Paving Equipment & Supplies FSF #: 0000238445  Valley Supply and Equipment Company, Inc FSF #: 0000029906

Awarded Vendor	Awarded Vendor Contact	Local Dealers
<b>Volvo Construction Equipment North</b>  312 Volvo Way Shippensburg, PA 17257  GSS15750-EQUIP_HDV07 FSF # 0000387641	Kathy Tedone Phone: 828-337-3722 <a href="mailto:kathy.tedone@consultant.volvo.com">kathy.tedone@consultant.volvo.com</a>  James Peesker Phone: 717-530-6640 Cell: 828-275-5396 <a href="mailto:james.peesker@volvo.com">james.peesker@volvo.com</a>	Penn Jersey Machinery FSF #: 0000263844  McClung-Logan Equipment FSF #: 0000029419
<b>CNH America LLC</b>  621 State Street Racine, WI 53402-5133  GSS15750-EQUIP_HDV10 FSF ID# 0000126313	Tony Simpson Phone: 262-636-6576 Cell: 262-631-0881 <a href="mailto:Tony.simpson@casece.com">Tony.simpson@casece.com</a>  Amy Swett Phone: 717-355-1686 <a href="mailto:Amy.swett@newholland.com">Amy.swett@newholland.com</a>	Folcomer Equipment Corporation FSF #: 0000030376  Eagle Power and Equipment FSF # 0000018725
<b>BOMAG</b>  125 Blue Granite Parkway Ridgeway, SC 29130  GSS15750-EQUIP_HDV13 FSF# 0000343673	Greg Shockley 479-629-6550 <a href="mailto:Greg.shockley@bomag.com">Greg.shockley@bomag.com</a>	JESCO-Delmar JESCO-Middletown
<b>Caterpillar Inc.</b>  100 NE Adams Street, Peoria, IL 61629  GSS15750-EQUIP_HDV16 FSF# 0000090747	Patty Redpath 309-494-4578 <a href="mailto:Redpath_patty@cat.com">Redpath_patty@cat.com</a>	Alban Tractor Co. Inc. FSF # 000029911

## Local Dealers

Local Dealer For:	Local Dealer Name/Contact Information
<b>Dynapac North America, LLC</b>	<b>Asphalt Paving Equipment &amp; Supplies</b> <b>GSS15750-EQUIP_HDV05</b> FSF Vendor ID: 0000238445 Attn: Jason Madden 26822 Lewes Georgetown Highway Harbeson, DE 19951 Phone: 302-664-1552 Cell: 302-382-6318 Email: <a href="mailto:jason@apeasi.com">jason@apeasi.com</a>  <b>Valley Supply and Equipment Company, Inc</b> <b>GSS15750-EQUIP_HDV14</b> FSF Vendor ID: 0000029906 Attn: Brandon Klein 20332 Leitersburg Pike Hagerstown, MD 21742-1451 Phone: 443-506-5408 Cell: 443-506-5408 Email: <a href="mailto:bklein@valleysupplyequipment.com">bklein@valleysupplyequipment.com</a>

Local Dealer For:	Local Dealer Name/Contact Information
<b>BOMAG</b>	<p><b>JESCO, Inc. - Delmar</b>  <b>GSS15750-EQUIP_HDV04</b>  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: <a href="mailto:lynda.bagdonas@jesco.us">lynda.bagdonas@jesco.us</a>  Website: <a href="http://www.jesco.us">www.jesco.us</a></p> <p><b>JESCO, Inc. - Middletown</b>  <b>GSS15750-EQUIP_HDV04</b>  FSF Vendor ID: 0000046031  1001 Industrial Dr.  Middletown, DE 19709-1097  Phone: 302-376-0784 or 800-241-7070  Fax: 410-918-5103  Email: <a href="mailto:mike.turssline@jesco.us">mike.turssline@jesco.us</a>  Website: <a href="http://www.jesco.us">www.jesco.us</a></p>
<b>John Deere</b>	<p><b>Atlantic Tractor, LLC – Newark</b>  <b>GSS15750-EQUIP_HDV02</b>  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: <a href="mailto:tpatrick@atjd.net">tpatrick@atjd.net</a> or <a href="mailto:mikesmith@atjd.net">mikesmith@atjd.net</a>  Website: <a href="http://www.atlantictractor.net/">http://www.atlantictractor.net/</a></p> <p><b>Atlantic Tractor, LLC - Clayton</b>  <b>GSS15750-EQUIP_HDV02</b>  FSF Vendor ID: 0000006283  301 East Street  Clayton, DE 19938-7707  Phone: 302-653-8536 or 800-367-2726  Fax: 410-648-2592  Email: <a href="mailto:scahall@atjd.net">scahall@atjd.net</a>  Website: <a href="http://www.atlantictractor.net/">http://www.atlantictractor.net/</a></p>

Local Dealer For:	Local Dealer Name/Contact Information
<b>John Deere</b>	<p> <b>JESCO, Inc. - Delmar</b>  <b>GSS15750-EQUIP_HDV04</b>            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: <a href="mailto:lynda.bagdonas@jesco.us">lynda.bagdonas@jesco.us</a>            Website: <a href="http://www.jesco.us">www.jesco.us</a> </p> <p> <b>JESCO, Inc. - Middletown</b>  <b>GSS15750-EQUIP_HDV04</b>            FSF Vendor ID: 0000046031            1001 Industrial Dr.            Middletown, DE 19709-1097            Phone: 302-376-0784 or 800-241-7070            Fax: 410-918-5103            Email: <a href="mailto:mike.turssline@jesco.us">mike.turssline@jesco.us</a>            Website: <a href="http://www.jesco.us">www.jesco.us</a> </p>
<b>Volvo</b>	<p> <b>Penn Jersey Machinery</b>  <b>GSS15570-EQUIP_HDV08</b>            FSF Vendor ID: 0000075944            Attn: <b>Jim Fehr</b>            847 Route 12            Frenchtown, NJ 08825            Phone: <b>610-363-9200</b>            Fax: 908-237-1504            Cell: <b>610-389-3408</b>            Email: <a href="mailto:jfehr@pjmvolvo.com">jfehr@pjmvolvo.com</a> </p> <p> <b>McClung-Logan Equipment Co., Inc.</b>  <b>GSS15750-EQUIP_HDV09</b>            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: <a href="mailto:dbeehner@mcclung-logan.com">dbeehner@mcclung-logan.com</a> </p> <p>           Attn: Tad Lynch            Phone: 302-337-3400            Alt Phone: 302-386-8781            Fax: 302-337-9083            Cell: 443-386-8781            Email: <a href="mailto:tlynch@mcclung-logan.com">tlynch@mcclung-logan.com</a> </p>

Local Dealer For:	Local Dealer Name/Contact Information
<b>CNH America LLC (Case-New Holland)</b>	<b>Folcomer Equipment Corporation</b> <b>GSS15750-EQUIP_HDV11</b> FSF #: 0000030376 12420 Sussex Highway Greenwood, DE 19950 Attn: Dave Folcomer Phone: 410-575-6580 Fax: 410-575-7052 <a href="mailto:Dave.folcomer@folcomer.com">Dave.folcomer@folcomer.com</a>  <b>Eagle Power and Equipment</b> <b>GSS15750-EQUIP_HDV12</b> FSF # 0000018725 2211 Dupont Highway New Castle, DE 19720 Attn: Matthew McDonald Phone: 215-699-5871 Fax: 215-699-6416
<b>Caterpillar Inc.</b>	<b>Alban Tractor Company Inc.</b> <b>GSS15750-EQUIP_HDV15</b> FSF # 000029911 13074 Dupont Highway Felton, DE 19943 Attn: Noah Gerstmeyer Phone: 410-686-7777 Cell: 302-284-4100 Email: <a href="mailto:ngerstmeyer@albancat.com">ngerstmeyer@albancat.com</a>

## 5. SHIPPING TERMS

Freight – based on FOB point 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 "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. 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**

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.
3. Addendum #6 changes Atlas Copco to Dynapac DBA Atlas Copco. Also adds Valley Supply and Equipment Company, Inc as a local vendor/ authorized dealer for Dynapac DBA Atlas Copco.
4. Addendum #7 adds Caterpillar, Inc., and Alban Tractor Co. Inc., to the contract from the NJPA Contract #032515.
- 4. Addendum #8 updates information for Dynapac North America, LLC.**