STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 6, 2016

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

FROM: WALT GORMAN
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4556

SUBJECT: **AWARD NOTICE – ADDENDUM #2** (Effective October 1, 2019)
CONTRACT NO. GSS16583-MULCH
MULCH, SAND, OTHER GROUND SURFACING

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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

This contract has been multiple awarded. State Agencies should review all contract documents associated with the award prior to contacting any of the vendors. Refer to the Pricing Spreadsheet file associated with this award for specifics on who has been awarded what products. Questions regarding the contract should be directed to the contract officer prior to contacting any vendors.

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 contractor's contract shall be valid for a two (2) year period from October 1, 2016 through September 30, 2018. 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.

This contract has been extended one year, through September 30, 2019 under the same terms, conditions, and pricing. Refer to Pricing Spreadsheet – Addendum #3 for additional product offerings added to the contract.

This contract has been extended with AccessRec, LLC, George Ely Associates, Inc., and Liberty Parks & Playgrounds, Inc. for one year, through September 30, 2020 under the same terms, conditions, and pricing.

3. VENDORS

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GSS16583-MULCHV01 **AccessRec, LLC** 55 Park Slope Clifton, NJ 07011 FSF: 0000292215	~~GSS16583-MULCHV02~~ ~~**Playcore Wisconsin, Inc./dba/GameTime**~~ ~~**c/o Cunningham Associates/dba/Cunningham Recreation**~~ ~~206 Del Rhodes Avenue~~ ~~Queenstown, MD 21658~~ ~~FSF: 0000022956~~ **Contract expires 9/30/2019**
GSS16583-MULCHV03 **George Ely Associates, Inc.** PO Box 396 Carlisle, PA 17013 FSF: 0000019565	GSS16583-MULCHV04 **Liberty Parks & Playgrounds, Inc.** 78 Sunrise Drive Clayton, DE 19938 FSF: 0000028663

****all contact information can be found on the pricing spreadsheet**

4. SHIPPING TERMS

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

5. DELIVERY

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The vendor shall be responsible for all delivery and installation, as required, of all ground surfacing ordered through this contract.

Delivery of ground surfacing shall be made to any location specified on the purchase order. This could include multiple delivery locations on one purchase order.

Under no circumstances will ordering agency personnel assist with unloading ground surfacing.

The vendor must notify the ordering agency by telephone twenty four (24) hours in advance of the scheduled delivery. Additionally, the vendor's driver must provide the ordering agency one (1) hour notice of the delivery. The vendor must immediately notify the ordering agency of any changes to the agreed-upon or anticipated delivery schedule.

No deliveries will be permitted when the ordering agency determines that the weather conditions are unsatisfactory or if the area where material is to be dumped is not in a condition to receive the material.

6. UNLOADING AND MATERIAL ACCEPTANCE

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Each load must be accompanied by an accurate load ticket indicating the actual quantity of material being delivered. The load tickets will be given to the ordering agency. The ordering agency will only pay for material actually delivered. Material which is purchased by the cubic yard (volume) cannot be billed by the ton (weight). Lastly, the material cannot be billed by the average truck-load or number of trips unless accurate load tickets supporting the billing are furnished upon delivery.

Drivers will be required to unload material by either dumping it in a pile or by load spreading. The method will be designated by the ordering agency on a per-site basis.

Deliveries are to be made in full, at one time. To further clarify: If three (3) loads are designated to go to one location, then three (3) trucks must be dispatched at the same time. Use of one (1) truck making three (3) round-trip deliveries will not be permitted without prior approval by the ordering agency. Also, if material becomes unavailable, then the Awardee must inform the ordering agency immediately.

Deliveries are generally one load per park but loads split between 2 or more locations may be required.

Delivered material shall not be unloaded or dumped without prior approval or knowledge of the ordering agency. Also, delivered material shall be unloaded from the trucks in locations as directed by the ordering agency. Delivery trucks shall use routes as directed by the ordering agency to avoid damage to property. Should dumping/delivery occur in unapproved locations, the ordering agency may charge for labor/equipment required to move the material against the invoice for that specific delivery.

All deliveries shall be made by dump trucks that have pneumatic tires.

Any material delivered which in any way fails to meet the requirements of these specifications will be rejected. Rejected material must be immediately removed, by the vendor and at no cost to the ordering

agency, and arrangements made for the delivery of compliant material. No payments for materials will be made until suitable material has been delivered and accepted. Lastly, frozen material will not be accepted.

7. PRICING

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Prices will remain firm for the term of the contract year. Refer to associated Pricing Spreadsheet for product offerings and rates.

ADDITIONAL TERMS AND CONDITIONS

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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 GSS16583-MULCH 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.