

STATE OF DELAWARE EXECUTIVE DEPARTMENT OFFICE OF MANAGEMENT AND BUDGET

July 29, 2016

SUBJECT:	AWARD NOTICE CONTRACT NO. GSS16652-HVY_EQP_PART Heavy Duty Vehicle Parts and Accessories	
FROM:	DENNIS J SMITH STATE CONTRACT PROCUREMENT OFFICER 302-857-4544	
TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS	

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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. The award has been split into different sections and not all vendors are awarded all sections. Refer to the Pricing Spreadsheet file associated with this award for specifics on which sections/items each vendor has been awarded. 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) <u>Delaware Code</u>. 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 **August 1**, **2016** through **July 31**, **2018**. Each contract may be renewed for **three (3) additional 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.

3. VENDORS (Return to Table of Contents)

GSS16652-HVY_EQP_PARTV01	GSS16652-HVY_EQP_PARTV02
ALAMO GROUP (TX) INC.	ALTEC INDUSTRIES, INC.
1502 EAST WALNUT STREET	33 INVERNESS CENTER DRIVE
SEGUIN, TX 78155	BIRMINGHAM, AL 35242
CONTACT: Nathan Moczygemba	CONTACT: Matt Kennedy
PHONE: 830-372-9637	PHONE: 816-901-4885
FAX: 800-242-5266	FAX: 816-236-1356
Email: bids@alamo-group.com	Email: matt.kennedy@altec.com
FSF#: 0000286695	FSF#: 0000033246
GSS16652-HVY_EQP_PARTV03	GSS16652-HVY_EQP_PARTV04
ATLANTIC MACHINERY, INC.	BAYLOR, INC. dba INTERNATIONAL OF
2628 GARFIELD AVE.	DELMARVA
SILVER SPRING, MD 20910	PO BOX 2135
CONTACT: T Gardner or Darren Anderson	SALISBURY, MD 21802
PHONE: 301-585-0800	CONTACT: Nana Hirsch
FAX: 301-585-7681	PHONE: 410-546-1122
Email: tgardner@atlamnticmachineryinc.com or	FAX: 410-749-9440
darren@atlanticmachineryinc.com	Email: BICOUNTER@Baylortruck.com
FSF#: 0000029851	FSF#: 0000258281

Contract No. GSS16652-HVY_EQP_PART

GSS16652-HVY_EQP_PARTV05 GSS16652-HVY EQP PARTV06 BAYSHORE FORD TRUCK SALES, INC. **BELTWAY COMPANIES, LLC.** 4003 N DUPONT HWY 1300 W. PULASKI HWY **ELKTON. MD 21921** New Castle De 19720 CONTACT: John Wilson CONTACT: Mark Walton PHONE: 302-656-3160 PHONE: 410-620-4300 FAX: 302-658-4050 Email: jwilson@bayshoreford.com Email: mark.walton@beltwaycompanies.com FSF#: 0000025157 FSF#: 0000030794 GSS16652-HVY EQP PARTV07 GSS16652-HVY EQP PARTV08 **BLUE HEN SPRING WORKS, INC. CERTIFIED POWER, INC.** 112 N. REHOBOTH BLVD 26495 SOUTHPOINT RD MILFORD. DE 19963 PERRYSBURG, OH 43551 CONTACT: Matt Thompson or Jerry Brittingham CONTACT: Kip Hertzfeld PHONE: 302-422-6600 PHONE: 800-374-7411 FAX: 302-422-6613 FAX: 419-873-8511 Email: sales@bluehensprings.com or Email: khertzfeld@certifiedpower.com bluehensprings@verizon.net FSF#: 0000023190 FSF#: 0000025866 GSS16652-HVY_EQP_PARTV09 GSS16652-HVY EQP PARTV10 EASTERN SHORE EQUIPMENT CO. **DELMARVA FLUID POWER, INC.** 209 B MOONGLOW RD Dba ESECO **PO BOX 308** 12244 WILLOW GROVE RD. FRUITLAND, MD 21826 PO BOX 1001 **CONTACT:** Walter Coulbourne CAMDEN, DE 19934 PHONE: 410-546-9580 **CONTACT:** Robert Bole FAX: 410-546-3984 PHONE: 302-697-3300 Email: delmarvafluidpower@inonbit.com FAX: 302-697-3356 FSF#: 0000030448 Email: ESECO@aol.com FSF#: 0000024681 GSS16652-HVY EQP PARTV12 GSS16652-HVY EQP PARTV11 **ELLIOTT & FRANTZ, INC.** FLEETPRIDE, INC. 10421 GUILFORD RD. 163 Vepco Court Jessup, MD 20794 Camden, DE 19934 CONTACT: Ted Kushner CONTACT: Robert White or Daniel Stoppi PHONE: 410-792-9134 PHONE: 302-698-1719 FAX: 302-697-7412 FAX: 301-725-9034 Email: ted@elliottfrantz.com Email: robert.white@fleetpride.com or FSF#: 0000017705 Daniel.stoppi@fleetpride.com FSF#: 0000067863 GSS16652-HVY_EQP_PARTV13 GSS16652-HVY_EQP_PARTV14 FOLCOMER EQUIPMENT CORP. **INTERSTATE SPRING and ALIGNMENT** 12420 SUSSEX HWY 1919 CHESTE PIKE Eddystone, PA 19022 PO Box 338 Greenwood, DE, 19950 **CONTACT: Sam Zarrett CONTACT: Mike Youse** PHONE: 610-876-8318 PHONE: 302-349-5760 FAX: 610-876-2034 FAX: 302-349-5785 Email: <u>Daren1915@yahoo.com</u> Email: mike.vouse@folcomer.com FSF#:0000001163 FSF#: 0000030376

17act No. G55 16652-AV 1_EQP_PAR 1	
GSS16652-HVY_EQP_PARTV15	GSS16652-HVY_EQP_PARTV16
J.G. PARKS & SON, INC.	LACAL EQUIPMENT, INC.
1903 SOUTH DUPONT HWY	PO BOX 757
DOVER, DE 19901	JACKSON CENTER, OH 45334
CONTACT: Craig Dayton	CONTACT: Jason Wright
PHONE: 302-672-7212	PHONE: 800-543-6161
FAX: 302-672-7238	FAX: 937-596-5433
Email: dover1@jgparks.com	Email: jason@lacal.com
FSF#: 0000030020	FSF#: 0000000555
GSS16652-HVY_EQP_PARTV17 MARYLAND INDUSTRIAL TRUCKS	GSS16652-HVY_EQP_PARTV18 MEADOWS HYDRAULICS SALES & SERVICE, INC.
	•
1330 W. NURSURY RD	312 S. DIVISION ST.
LINTHIAM, MD 21090	FRUITLAND, MD 21826
CONTACT: Tom Rockstroh	CONTACT: Cameron Meadows
PHONE: 410-636-1255	PHONE: 410-546-1311
FAX: 410-636-5734	FAX: 410-546-0545
Email: trockstroh@mdindustrialtrucks.com	Email: meadowstruck@comcast.net
FSF#: 0000029841	FSF#: 0000029614
GSS16652-HVY_EQP_PARTV19	GSS16652-HVY_EQP_PARTV20
MONTAGE ENTERPRISES, INC.	NATIONAL CAPITAL INDUSTRIES, INC.
140 Rte 94	2801 WEST PATAPSCO AVE
PO Box 631	Baltimore, MD 21230
Blairstown, NJ 07825	CONTACT: Chris Hyers
CONTACT: Michelle Weber	PHONE: 410-644-0300
PHONE: 866-435-2457	FAX: 410-644-1398
FAX: 908-362-5405	Email: chris@natcap.com
Email: sales@montageent.com	FSF#: 0000297168
FSF#: 0000015076	
GSS16652-HVY_EQP_PARTV21	GSS16652-HVY_EQP_PARTV22
RC HOLLOWAY CO LP	SELBYVILLE TRACTOR and EQUIPMENT
222 MILL ST.	36611 DUPONT HWY
Salisbury, MD 21801	PO Box 128
• •	
CONTACT: Ron Holloway	Selbyville, DE 19975 CONTACT: Rob Dasher
PHONE: 410-546-9111	
FAX: 410-543-9331	PHONE: 302-436-5597
Email: rchparts@rcholloway.com	FAX: 302-436-9595
FSF#: 0000081313	Email: selbyvillepartsupport@mediacombb.net
	FSF#: 0000024478
GSS16652-HVY_EQP_PARTV23	Refer to the Pricing Spreadsheet file
TRANSTECK, INC.	associated with this award for specifics
Dba FREIGHTLINER OF DELMARVA	-
9367 OCEAN HIGHWAY	on which sections/items each vendor
PO Box 2135	has been awarded.
Salisbury, MD 21802	
CONTACT: Nana Hirsch	
PHONE: 410-742-3294	
FAX: 410-896-9357	
Email: bfcounter@pennfreightliner.com	
FSF#: 0000030996	

3. SHIPPING TERMS

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4. PRICING

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Prices will remain firm for the term of the contract year. Please refer to the Pricing Spreadsheet document associated with this contract award.

ADDITIONAL TERMS AND CONDITIONS

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5. 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.

6. 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.

7. 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.

8. 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.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS16652-HVY_EQP_PART** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.