



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

July 29, 2016

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

FROM: DENNIS J SMITH  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4544

SUBJECT: **AWARD NOTICE Amendment #5 (effective August 1, 2020)**  
**CONTRACT NO. GSS16652-HVY\_EQP\_PART**  
**Heavy Duty Vehicle Parts and Accessories**

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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) 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 **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. ADDENDUM HISTORY

Addendum #1 adds Rathell Farm Equipment and updates pricing to the contract.

Addendum #2 removes Folcomer Equipment Corp and adds Groff Tractor Mid Atlantic, LLC. to the contract along with updating the pricing spreadsheet.

Addendum #3 extends the contract one (1) year with pricing adjustments, all other terms and conditions remain the same. Pricing Spreadsheet Addendum #4 updates pricing effective August 1, 2018.

Addendum #4 extends the contact one (1) year through July 31, 2020 with all vendors except Altec Industries, Inc. Price adjustments identified in pricing spreadsheet addendum #5 are effective August 1, 2019. All other terms and conditions remain the same.

**Addendum #5 extends the contact one (1) year through July 31, 2021 with all vendors except Rathell Farm Equipment. Price adjustments identified in pricing spreadsheet addendum #6 are effective August 1, 2020. All other terms and conditions remain the same.**

### 4. VENDORS

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GSS16652-HVY_EQP_PARTV01 <b>ALAMO GROUP (TX) INC.</b> 1502 EAST WALNUT STREET SEGUIN, TX 78155 CONTACT: Nathan Moczygemba PHONE: 830-372-9637 FAX: 800-242-5266 Email: <a href="mailto:bids@alamo-group.com">bids@alamo-group.com</a> FSF#: 0000286695	GSS16652-HVY_EQP_PARTV02 <b>ALTEC INDUSTRIES, INC.</b> 33 INVERNESS CENTER DRIVE BIRMINGHAM, AL 35242 CONTACT: Matt Kennedy PHONE: 816-901-4885 FAX: 816-236-1356 Email: <a href="mailto:matt.kennedy@altec.com">matt.kennedy@altec.com</a> FSF#: 0000033246 <b>CONTRACT EXPIRES JULY 31, 2019</b>
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GSS16652-HVY_EQP_PARTV03 <b>ATLANTIC MACHINERY, INC.</b> 2628 GARFIELD AVE. SILVER SPRING, MD 20910 CONTACT: T Gardner or Darren Anderson PHONE: 301-585-0800 FAX: 301-585-7681 Email: <a href="mailto:tgardner@atlamnticmachineryinc.com">tgardner@atlamnticmachineryinc.com</a> or <a href="mailto:darren@atlanticmachineryinc.com">darren@atlanticmachineryinc.com</a> FSF#: 0000029851	GSS16652-HVY_EQP_PARTV04 <b>BAYLOR, INC. dba INTERNATIONAL OF DELMARVA</b> PO BOX 2135 SALISBURY, MD 21802 CONTACT: Thomas Rabbitt PHONE: 410-546-1122 ext. 1300 FAX: 410-749-9440 Email: <a href="mailto:trabbitt@transteck.com">trabbitt@transteck.com</a> FSF#: 0000258281
GSS16652-HVY_EQP_PARTV05 <b>BAYSHORE FORD TRUCK SALES, INC.</b> 4003 N DUPONT HWY New Castle De 19720 CONTACT: John Wilson PHONE: 302-656-3160 FAX: 302-658-4050 Email: <a href="mailto:jwilson@bayshoreford.com">jwilson@bayshoreford.com</a> FSF#: 0000025157	GSS16652-HVY_EQP_PARTV06 <b>BELTWAY COMPANIES, LLC.</b> 1300 W. PULASKI HWY ELKTON, MD 21921 CONTACT: Mark Walton PHONE: 410-620-4300 FAX: Email: <a href="mailto:mark.walton@beltwaycompanies.com">mark.walton@beltwaycompanies.com</a> FSF#: 0000030794
GSS16652-HVY_EQP_PARTV07 <b>BLUE HEN SPRING WORKS, INC.</b> 112 N. REHOBOTH BLVD MILFORD, DE 19963 CONTACT: Matt Thompson or Jerry Brittingham PHONE: 302-422-6600 FAX: 302-422-6613 Email: <a href="mailto:sales@bluehensprings.com">sales@bluehensprings.com</a> or <a href="mailto:bluehensprings@verizon.net">bluehensprings@verizon.net</a> FSF#: 0000025866	GSS16652-HVY_EQP_PARTV08 <b>CERTIFIED POWER, INC.</b> 26495 SOUTHPOINT RD PERRYSBURG, OH 43551 CONTACT: Kip Hertzfeld PHONE: 800-374-7411 FAX: 419-873-8511 Email: <a href="mailto:khertzfeld@certifiedpower.com">khertzfeld@certifiedpower.com</a> FSF#: 0000023190
GSS16652-HVY_EQP_PARTV09 <b>DELMARVA FLUID POWER, INC.</b> 209 B MOONGLOW RD PO BOX 308 FRUITLAND, MD 21826 CONTACT: Walter Coulbourne PHONE: 410-546-9580 FAX: 410-546-3984 Email: <a href="mailto:delmarvafluidpower@inonbit.com">delmarvafluidpower@inonbit.com</a> FSF#: 0000030448	GSS16652-HVY_EQP_PARTV10 <b>EASTERN SHORE EQUIPMENT CO. Dba ESECO</b> 12244 WILLOW GROVE RD. PO BOX 1001 CAMDEN, DE 19934 CONTACT: Robert Bole PHONE: 302-697-3300 FAX: 302-697-3356 Email: <a href="mailto:ESECO@aol.com">ESECO@aol.com</a> FSF#: 0000024681
GSS16652-HVY_EQP_PARTV11 <b>ELLIOTT &amp; FRANTZ, INC.</b> 10421 GUILFORD RD. Jessup, MD 20794 CONTACT: Ted Kushner PHONE: 410-792-9134 FAX: 301-725-9034 Email: <a href="mailto:ted@elliottfrantz.com">ted@elliottfrantz.com</a> FSF#: 0000017705	GSS16652-HVY_EQP_PARTV12 <b>FLEETPRIDE, INC.</b> 163 Vepco Court Camden, DE 19934 CONTACT: Robert White or Daniel Stoppi PHONE: 302-698-1719 FAX: 302-697-7412 Email: <a href="mailto:robert.white@fleetpride.com">robert.white@fleetpride.com</a> or <a href="mailto:Daniel.stoppi@fleetpride.com">Daniel.stoppi@fleetpride.com</a> FSF#: 0000067863

GSS16652-HVY_EQP_PARTV13 <b>FOLCOMER EQUIPMENT CORP.</b> 12420 SUSSEX HWY PO Box 338 Greenwood, DE, 19950 CONTACT: Mike Youse PHONE: 302-349-5760 FAX: 302-349-5785 Email: <a href="mailto:mike.youse@folcomer.com">mike.youse@folcomer.com</a> FSF#: 0000030376	GSS16652-HVY_EQP_PARTV14 <b>INTERSTATE SPRING and ALIGNMENT</b> 1919 CHESTE PIKE Eddystone, PA 19022 CONTACT: Sam Zarrett PHONE: 610-876-8318 FAX: 610-876-2034 Email: <a href="mailto:Daren1915@yahoo.com">Daren1915@yahoo.com</a> FSF#: 0000001163
GSS16652-HVY_EQP_PARTV15 <b>J.G. PARKS &amp; SON, INC.</b> 1903 SOUTH DUPONT HWY DOVER, DE 19901 CONTACT: Craig Dayton PHONE: 302-672-7212 FAX: 302-672-7238 Email: <a href="mailto:dover1@jgparks.com">dover1@jgparks.com</a> FSF#: 0000030020	GSS16652-HVY_EQP_PARTV16 <b>LACAL EQUIPMENT, INC.</b> PO BOX 757 JACKSON CENTER, OH 45334 CONTACT: Jason Wright PHONE: 800-543-6161 FAX: 937-596-5433 Email: <a href="mailto:jason@lacial.com">jason@lacial.com</a> FSF#: 0000000555
GSS16652-HVY_EQP_PARTV17 <b>MARYLAND INDUSTRIAL TRUCKS</b> 1330 W. NURSURY RD LINTHAM, MD 21090 CONTACT: Tom Rockstroh PHONE: 410-636-1255 FAX: 410-636-5734 Email: <a href="mailto:trockstroh@mdindustrialtrucks.com">trockstroh@mdindustrialtrucks.com</a> FSF#: 0000029841	GSS16652-HVY_EQP_PARTV18 <b>MEADOWS HYDRAULICS SALES &amp; SERVICE, INC.</b> 312 S. DIVISION ST. FRUITLAND, MD 21826 CONTACT: Cameron Meadows PHONE: 410-546-1311 FAX: 410-546-0545 Email: <a href="mailto:meadowstruck@comcast.net">meadowstruck@comcast.net</a> FSF#: 0000029614
GSS16652-HVY_EQP_PARTV19 <b>MONTAGE ENTERPRISES, INC.</b> 140 Rte 94 PO Box 631 Blairstown, NJ 07825 CONTACT: Michelle Weber PHONE: 866-435-2457 FAX: 908-362-5405 Email: <a href="mailto:sales@montageent.com">sales@montageent.com</a> FSF#: 0000015076	GSS16652-HVY_EQP_PARTV20 <b>NATIONAL CAPITAL INDUSTRIES, INC.</b> 2801 WEST PATAPSCO AVE Baltimore, MD 21230 CONTACT: Chris Hyers PHONE: 410-644-0300 FAX: 410-644-1398 Email: <a href="mailto:chris@natcap.com">chris@natcap.com</a> FSF#: 0000297168
GSS16652-HVY_EQP_PARTV21 <b>RC HOLLOWAY CO LP</b> 222 MILL ST. Salisbury, MD 21801 CONTACT: Ron Holloway PHONE: 410-546-9111 FAX: 410-543-9331 Email: <a href="mailto:rchparts@rcholloway.com">rchparts@rcholloway.com</a> FSF#: 0000081313	GSS16652-HVY_EQP_PARTV22 <b>SELBYVILLE TRACTOR and EQUIPMENT</b> 36611 DUPONT HWY PO Box 128 Selbyville, DE 19975 CONTACT: Rob Dasher PHONE: 302-436-5597 FAX: 302-436-9595 Email: <a href="mailto:selbyvillepartsupport@mediacombb.net">selbyvillepartsupport@mediacombb.net</a> FSF#: 0000024478

<p>GSS16652-HVY_EQP_PARTV23  <b>TRANSTECK, INC.</b>  <b>DbA FREIGHTLINER OF DELMARVA</b>  9367 OCEAN HIGHWAY  PO Box 2135  Salisbury, MD 21802  CONTACT: Rick Passon  PHONE: 410-742-3294 ext 1300  FAX: 410-896-9357  Email: <a href="mailto:rpasson@transteck.com">rpasson@transteck.com</a>  FSF#: 0000030996</p>	<p>GSS16652-HVY_EQP_PARTV24  <b>RATHELL FARM EQUIPMENT</b>  12682 OLD SKIPTON RD  CORDOVA, MD 21625  CONTACT: Jeff Hutchison  PHONE: 410-822-1772  FAX: 410-820-7781  Email: <a href="mailto:govparts@rathellfarm.com">govparts@rathellfarm.com</a>  FSF#: 0000030446   <b>CONTRACT EXPIRED MARCH 31, 2020</b></p>
<p>GSS16652-HVY_EQP_PART  <b>Groff Tractor Mid Atlantic, LLC.</b>  629 South Philadelphia BLVD  PO Box 340  Aberdeen, MD 21001  Contact: Mike Youse  Phone: 302-349-5760  Secondary Phone: 800-156-9433  Fax: 302-349-5785  Cell: 302-381-9351  Email: <a href="mailto:mikeyouse@grofftractor.com">mikeyouse@grofftractor.com</a>   Secondary Contact  Jim Price  Phone: 717-591-3183  Secondary Phone: 800-334-7633  Fax: 717-766-1580  Cell: 717-225-4679  Email: <a href="mailto:jimprice@grofftractor.com">jimprice@grofftractor.com</a>  FSF: 0000359877</p>	<p><b><i>Refer to the Pricing Spreadsheet file associated with this award for specifics on which sections/items each vendor has been awarded.</i></b></p>

## 5. SHIPPING TERMS

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

## 6. 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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### 7. 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.

### 8. 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.

### 9. 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.

### 10. 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.

### 11. 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.

### 12. 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.

### 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>.