STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 1, 2018

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER
302-857-4549

SUBJECT: **AWARD NOTICE – Addendum #1 - Effective February 5, 2018**
CONTRACT NO. GSS17673-GRND_MAINT
Ground Maintenance with Related Equipment, Accessories & Supplies

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TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

KEY CONTRACT INFORMATION

1. CONTRACT USE

(Return to Table of Contents)

a. **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.

b. 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.

c. 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 landscaping and grounds related equipment, accessories and supplies on or around June 22, 2017 (hereinafter, "Master Agreement").

2. CONTRACT PERIOD

(Return to Table of Contents)

Each contractor's contract has been extended by NJPA and shall expire as indicated in vendor information (highlighted).

3. VENDORS

(Return to Table of Contents)

GSS17673-GRND_MAINTV01 NJPA Contract Number: 062117-DAC Contract Expires: August 18, 2021 FSF Vendor ID: 0000022081 **Deere and Company** Attn: Judy Bess 2000 John Deere Run Cary, NC 27513-2789 Phone: 919-804-2831 Fax: 309-749-2313 Email: govcontractsupport@johndeere.com Website: www.johndeere.com/govsales Pricing can be found at: https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/landscape-grounds-maintenance/062117-dac/	**Local Dealers:** **Atlantic Tractor LLC** **GSS17673-GRND_MAINTV02** FSF Vendor ID: 0000006283 301 East St, PO BOX 1125 Clayton, DE 19938-7707 Attn: Scott Dobie Phone: 302-653-8536 Fax: 302-279-4373 Email: vcrone@atjd.net Website: www.atlantictractor.net/clayton.htm

Agencies should submit P. O. to John Deere Company for processing, noting the NJPA and GSS contract numbers on the P.O. and the preferred delivering dealer. John Deere invoices the agency upon delivery of product. Delivery of product is by the designated delivering dealer. The purchasing agency will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business, for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under the warranties.	**Atlantic Tractor LLC** **GSS17673-GRND_MAINTV02** FSF Vendor ID: 0000006283 2688 Pulaski Hwy Newark, DE 19702-3915 Attn: Thomas Patrick Phone: 302-834-0114 Fax: 302-387-4669 Email: tpatrick@atjd.net Website: www.atjd.net **Foulk Lawn & Equipment, Inc.** **GSS17673-GRND_MAINTV03** FSF Vendor ID: 0000024785 Attn: Phil Socorso 2018 Foulk Rd Wilmington, DE 19810-3624 Phone: 302-475-3233 Email: foulklawn@verizon.net Website: www.foulklawn.com **Taylor and Messick, Inc.** **GSS17673-GRND_MAINTV04** FSF Vendor ID: 0000024381 Contact: Jimmy Messick, Jr. 325 Walt Messick Rd Harrington, DE 19952-3300 Phone: 302-398-3729 or 800-237-1272 Fax: 302-398-4732 Email: taylormessick@taylormessick.com Website: www.taylormessick.com
GSS17673-GRND_MAINTV05 NJPA Contract Number: 062117-KBA Contract Expires: August 18, 2021 FSF Vendor ID: 0000127362 **Kubota Tractor Corporation** Attn: Jon Cheek 1000 Kubota Drive Grapevine, TX 76051 Phone: 817-532-3875, 817-914-2055 Fax: 844-582-1581 Email: jon.cheek@kubota.com Website: http://www.kubota.com/ Agencies can contact Kubota Direct Sales for a quote and assistance with product specifications and selection. Local dealers can provide product information; help with specifications and product selection. Contact Kubota Direct Sales for a quote with appropriate discounts and added cost items like Freight, Dealer Preparation and Delivery Fees.	**Local Dealers:** **Hoober, Inc.** **GSS17673-GRND_MAINTV06** FSF Vendor ID: 0000006985 1130 Middletown Warwick Rd., PO Box 107 Middletown, DE 19709-9096 Phone: 302-378-9555 or 800-341-4028 Fax: 302-378-0634 Attn: Mark Reichlin Email: reichlin@hoober.com Website: www.hoober.com

Agencies will issues a P.O. to Kubota Tractor Corporation. Remittance will be to Kubota Tractor Corporation, Torrance, CA. Warranty will be provided by the local delivering Kubota Dealer. Pricing can be found at: https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/landscape-grounds-maintenance/062117-kba/	**Hoober, Inc.** **GSS17673-GRND_MAINTV06** FSF Vendor ID: 0000006985 ATTN: David Jones 6367A Stein Highway Seaford, DE 19973-6942 Phone: 302-262-2627 Fax: 302-629-3775 Email: hoober@hoober.com Website: www.hoober.com **Burke Equipment Company** **GSS17673-GRND_MAINTV07** FSF Vendor ID: 0000026253 2063 Pulaski Hwy Newark, DE 19702-3503 Attn: David Babbitt Phone: 302-363-2253 Fax: 302-365-6643 Email: dbabbitt@burkeequipment.com Website: www.burkeequipment.com **Burke Equipment Company** **GSS17673-GRND_MAINTV07** FSF Vendor ID: 0000026253 Phone: 302-2840123 54 Andrews Lake Rd. Felton, DE 19943-4633 Website: www.burkeequipment.com **Burke Equipment – Seaford, Inc.** **GSS17673-GRND_MAINTV07** FSF Vendor ID: 0000026253 11196 East Snake Rd. Delmar, DE 19940-3452 Phone: 302-248-7070 Fax: 302-248-7075 Email: cwagner@burkeequipment.com Website: www.burkeequipment.com
GSS17673-GRND_MAINTV08 NJPA Contract Number: 062117-LPI FSF Vendor ID: 0000189787 Contract Expires: August 21, 2021 Great Plains Manufacturing, Inc. DBA: **Land Pride** Attn: Troy L. Olson 1525 E North St Salina, KS 67401-8562 Phone: 785-822-6757 or 785-823-3276, ext 1313 Fax: 785-270-9302 Email: dee.warren@landpride.com or troy.olson@landpride.com	**Local Dealers:** **Burke Equipment Company** **GSS17673-GRND_MAINTV07** FSF Vendor ID: 0000026253 2063 Pulaski Hwy Newark, DE 19702-3503 Phone: 302-737-3100 Fax: 302-737-3578 Email: chris@burkeequipment.com Website: www.burkeequipment.com

Website: www.landpride.com Pricing can be found at: https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/landscape-grounds-maintenance/062117-lpi/	**Burke Equipment Company** **GSS17673-GRND_MAINTV07** FSF Vendor ID: 0000026253 54 Andrews Lake Rd. Felton, DE 19943-4633 Phone: 302-284-0123 Fax: 302-284-0225 Email: mbabbitt@burkeequipment.com Website: www.burkeequipment.com **Hoober, Inc.** **GSS17673-GRND_MAINTV06** FSF Vendor ID: 0000006985 1130 Middletown Warwick Rd., PO Box 107 Middletown, DE 19709-9096 Phone: 302-378-9555 or 800-341-4028 Fax: 302-378-0634 Attn: Mark Reichlin Email: reichlin@hoober.com Website: www.hoober.com **Bell Creek Equipment, LLC** **GSS17673-GRND_MAINTV09** Contact: Kevin Lyons 21927 Dover Bridge Rd Preston, MD 21655-1626 Phone: 410-673-2700 Fax: 410-673-2730 Email: bellcreek@comcast.net Website: www.bellcreekequipment.com
GSS17673-GRND_MAINTV10 **NJPA Contract Number: 062117-TTC** FSF Vendor ID: 0000179484 Contract Expires: August 18, 2021 **The Toro Company** Attn: Peter Whitacre 8111 Lyndale Ave S Bloomington, MN 55420-1196 Phone: 952-887-7936 Cell: 612-963-0892 Fax: 952-887-8694 Email: peter.whitacre@toro.com Website: www.thetorocompany.com Pricing can be found at: https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/landscape-grounds-maintenance/062117-ttc/	**Local Dealer:** **Turf Equipment and Supply Company, Inc.** **GSS17673-GRND_MAINTV11** FSF Vendor ID: 0000029837 Contact: Tina du'Monceau, Ext 3985 8015 Dorsey Run Rd Jessup, MD 20794-9380 Phone: 410-799-3985 or 800-827-3711 X3985 Fax: 410-799-6953 or 888-384-8676 Email: tinadumonceau@turf-equipment.com or bids@turf-equipment.com Web: www.turf-equipment.com

GSS17673-GRND_MAINTV12 NJPA Contract Number: 062117-VRM FSF Vendor ID: 0000134387 Contract Expires: August 18, 2021 **Vermeer Corporation** Attn: Chad Tousey or Jodi Schnell 1210 Vermeer Rd East Pella, IA 50219-7660 Phone: 641-621-8531or 641-621-7885 Fax: 641-621-8185 Email: ctousey@vermeer.com or jschnell@vermeer.com Website: www.vermeer.com Pricing can be found at: https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/landscape-grounds-maintenance/062117-vrm/	**Local Dealers:** **Vermeer Mid-Atlantic, Inc** **GSS17673-GRND_MAINTV13** FSF ID: 0000029582 Contact: Lovely Kuriakose P.O. Box 299 Annapolis Junction, MD 20701-1159 Phone: 301-498-5200 or 800-492-1274 Fax: 301-498-8720 Email: annapolisjunction.md@vermeermidatlantic.com Website: www.vermeermidatlantic.com
Contract #: GSS17673-GRND_MAINTV14 NJPA Contract Number: 062117-BAN FSF Vendor ID: 0000261340 Contract Expires: August 18, 2021 **Bandit Industries, Inc.** Attn: Jason Morey or Brenda Lint 6750 Millbrook Road Remus, MI 49340 Phone: 800-952-0178 ext 281 or 179 Fax: 989-561-2273 Email: jmorey@banditchippers.com or brendalint@banditchippers.com Website: www.banditchippers.com Pricing can be found at: https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/landscape-grounds-maintenance/062117-ban/	**Local Dealers:** **Iron Source, LLC** **GSS17673-GRND_MAINTV15** FSF Vendor ID: 0000020754 Contact: Chess Hedrick 25113 DuPont Blvd Georgetown, DE 19947 Phone: 302-856-7545 Email: chedrick@ironsourcede.com
GSS17673-GRND_MAINTV16 NJPA Contract Number: 062117-MBI FSF Vendor ID: 0000332452 Contract Expires: August 18, 2021 **Morbark, Inc.** Attn: Wayne Watts 8507 S. Winn Road Winn, MI 48896 Phone: 800-831-0042, ext 1420 Fax: 989-866-2280 Cell: 989-330-8215 wayne.watts@morbark.com Website: www.morbark.com Pricing can be found at: https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/landscape-grounds-maintenance/062117-mbi/	**Local Dealer: none**

4. SHIPPING TERMS

(Return to Table of Contents)

FOB Shipping point.

5. DELIVERY AND PICKUP

(Return to Table of Contents)

The vendor will deliver the purchased equipment.

6. PRICING

(Return to Table of Contents)

A link to pricing location can be found with each primary vendor information box.

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

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

a. 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.
b. To order Toro equipment, agencies must contact the "local distributor".

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17673-GRND_MAINT, on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. 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.

13. 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.

14. 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.

15. 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.

Addendum History:

Addendum #1 adds Vermeer Corporation, The Toro Company, Bandit Industries Inc., and Morbark Inc.