



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 #3 - Effective January 29, 2019**
CONTRACT NO. GSS17673-GRND_MAINT
Ground Maintenance with Related Equipment, Accessories & Supplies

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OF
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

1. CONTRACT USE

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- 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

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

3. VENDORS

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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
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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

Finch Services

Contract # GSS17673-GRND_MAINTV18

FSF Vendor ID: 0000029526
1127 Littlestown Pike
Westminster, MD 21157-3005
Phone: 410-303-4555
Fax: 410-848-4615
Attn: Paul R. Schultheis
Email: paul@finchinc.com
Website: www.finchinc.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.

Agencies will issue a P.O. to the local dealer or as instructed per authorized dealer quote. 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/>

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

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.

	<p>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</p>
<p>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 Website: www.landpride.com</p> <p>Pricing can be found at: https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/landscape-grounds-maintenance/062117-lpi/</p>	<p>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</p> <p>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</p> <p>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</p> <p>Bell Creek Equipment, LLC GSS17673-GRND_MAINTV09 Contact: Kevin Lyons 21927 Dover Bridge Rd Preston, MD 21655-1626</p>

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	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: 641-621-8531 or 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-vm/	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

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<p>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/</p>	<p>Local Dealers: Iron Source, LLC GSS17673-GRND_MAINTV15 FSF Vendor ID: 0000020754 Contact: Chess Hedrick or Mark Keele 25113 DuPont Blvd Georgetown, DE 19947 Phone: 302-856-7545 Email: chedrick@ironsourcede.com</p> <p>5722 Dupont Parkway Smyrna, DE 19977 302-519-0600 302-653-7562 mkeele@ironsourcede.com</p>
<p>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/</p>	<p>Local Dealer: none</p>
<p>GSS17673-GRND_MAINTV17 NJPA Contract Number: 062117-VPI FSF Vendor ID: 0000416006 Contract Expires: August 21, 2021 Venture Products, Inc. Attn: Ryan Miller 500 Venture Drive Orville, OH 44667 Phone: 330-683-0075 ext 2355 Fax: 330-683-0000 Email: contracts@ventrac.com</p>	<p>Local Dealers: GSS17673-GRND_MAINTV15 FSF Vendor ID: 0000020754 Iron Source, LLC Contact: Chess Hedrick 25113 DuPont Blvd Georgetown, DE 19947 Phone: 302-856-7545 Email: chedrick@ironsourcede.com</p> <p>5722 Dupont Parkway Smyrna, DE 19977 302-519-0600 302-653-7562 mkeele@ironsourcede.com</p>

4. SHIPPING TERMS

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FOB Shipping point.

5. DELIVERY AND PICKUP

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The vendor will deliver the purchased equipment.

6. PRICING

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

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

- 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.

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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.

Addendum #2 adds Venture Products.

Addendum #3 adds Finch Services as a distributor for Deere and Company.