



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 1, 2017

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 – ADDENDUM #1 (Effective December 5, 2017)**
CONTRACT NO. GSS17805-EMTRNGPROP
Emergency Services Training Props and Simulators

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

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 **December 1, 2017** through **November 30, 2019**. 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.

3. ADDENDUM HISTORY

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Addendum #1 adds FireBlast Global to the contract, effective December 5, 2017.

4. VENDORS

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<p>GSS17805-EMTRNGPROP01 CAE Healthcare 630 Edgelake Drive Sarasota, FL 34240</p> <p>FSF: 0000017049</p> <p>PRIMARY CONTACT: Nick D'Amico Phone: 610-705-2861 Email: Nicholas.damico@cae.com</p> <p>SECONDARY CONTACT: Grace Gagliano Phone: 941-536-2931 Email: grace.gagliano@cae.com</p> <p>MULTI AWARD: CAE Healthcare has been awarded the Adult Sized Patient Simulator and Optional/Accessories only.</p>	<p>GSS17805-EMTRNGPROP02 Gaumard Scientific Co., Inc. 14700 SW 136 Street Miami, FL 33196</p> <p>FSF: 0000032803</p> <p>PRIMARY CONTACT: Robert Machey Phone: 305-458-3922 Fax: 305-252-0755 Email: robertm@gaumard.com</p> <p>SECONDARY CONTACT: Peter Eggert Phone: 305-971-3790 Fax: 305-252-0755 Email: sales@gaumard.com</p> <p>MULTI AWARD: Gaumard Scientific Co., Inc. has been awarded the Adult Sized Simulator only.</p>
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<p>GSS17805-EMTRNGPROP03 Laerdal Medical Corporation 167 Myers Corners Road Wappingers Falls, NY 12590</p> <p>FSF: 0000002668</p> <p>PRIMARY CONTACT: Sara Perpetua Phone: 845-296-6705 Fax: 800-266-4359 Email: sara.perpetua@laerdal.com</p> <p>SECONDARY CONTACT: Lisa Timmons Phone: 845-297-7770 x4295 Fax: Email: lisa.timmons@laerdal.com</p> <p>MULTI AWARD Laerdal Medical Corporation has been awarded the Adult Sized Patient Simulator only.</p>	<p>GSS17805-EMTRNGPROP04 EnviroFab, LLC. 10501 W133rd Ave. PO Box 634 Cedar Lake, IN. 46303</p> <p>FSF: 0000372958</p> <p>CONTACT: Joe Kocjan Phone: 708-635-2578 Email: joe@envirofabllc.com</p> <p>MULTI AWARD EnviroFab, LLC. has been awarded the Railcar Tanker Training Trailer Simulator only.</p>
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<p>GSS17805-EMTRNGPROP05 Safe Transportation Training Specialists, LLC. 160 West Carmel Drive, Suite 285 Carmel, IN 46032</p> <p>FSF: 0000021898</p> <p>PRIMARY CONTACT: Dave Wolfe Phone: 317-819-0102 Secondary Phone 877-330-7887 Cell: 317-370-5757 Fax: 317-819-0169 Email: dbwolfe@safetransportation.com</p> <p>SECONDARY CONTACT: Michael A. Moore Phone: 317-819-0102 Secondary Phone: 877-330-7887 Cell: 317-966-3092 Fax: 317-819-0169 Email: moore@safetransportation.com</p> <p>MULTI AWARD Safe Transportation Training Specialists, LLC. has been awarded the following props only:</p> <p>DOT-406 Cargo Tank Model (2 compartment) DOT-407 Cargo Tank Crash Box DOT-412 Cargo Tank Model MC-331 Cargo Tank Model IMO-101/102 Crash Box</p>	<p>GSS17805-EMTRNGPROP06 FireBlast Global 545 Monica Circle Corona, CA 92880</p> <p>FSF: 0000367150</p> <p>CONTACT: Jessica Kuehl Phone: 951-277-8319 Fax: 951-279-1705 Email: jkuehl@fireblast.com</p> <p>MULTI AWARD FireBlast Global has been awarded the Forcible Entry Training Trailer and optional/accessories only</p>
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5. DELIVERY

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The vendor shall be responsible for all delivery and installation, as required, of all training Props and Simulators ordered through this contract.

Under no circumstances will ordering agency personnel assist with unloading.

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.

Delivery of DOT – 406, DOT – 407, DOT – 412, MC – 331, IMO – 101/102 will be F.O.B. destination; freight pre-paid.

Delivery of the Railcar Tanker Training Trailer will be F.O.B. destination; freight pre-paid.

Delivery of the Forcible Entry Training Trailer will be F.O.B. destination; freight pre-paid.

Delivery and installation of the Mobile Ambulance Simulator will be F.O.B. destination; freight pre-paid.

Delivery and installation of the Adult Sized Patient Simulator will be F.O.B. destination; freight pre-paid.

6. SHIPPING TERMS

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

7. PRICING

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Prices will remain firm for the term of the contract year.

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 **GSS17805-EMTRNGPROP** 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>.