



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

April 16, 2018

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

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

SUBJECT: **AWARD NOTICE – Addendum #1 Effective May 18, 2018**  
**CONTRACT NO. GSS17813-MUNI\_TRUCK**  
**Multi Use Dump Trucks**

TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT.....	2
2. CONTRACT PERIOD .....	2
3. VENDORS .....	2
4. PRICING .....	2
ADDITIONAL TERMS AND CONDITIONS.....	2



**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
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## KEY CONTRACT INFORMATION

### 1. MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

This is not a Mandatory Use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to 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.

Under Title 29, Chapter 6933 Delaware Code, 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 of within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the Maryland State Highway Administration (MD SHA) and Johnson Truck Center, LLC.

### 2. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

The contract shall be valid for a period from April 16, 2018 through January 1, 2019. The contract may be renewed based on provisions outline in the Master Contract MD SHA 001B7400466 and 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.

**Addendum # 1 adds FSF number to Vendor Information in Item #3 – Vendors and extends the contract period through April 30, 2019 in order to run concurrent with the MD SHA extension.**

### 3. VENDORS

[\(Return to Table of Contents\)](#)

<b>Johnson Truck Center, LLC</b>
3801 Ironwood Place
Landover, MD 20785
Contact: Kirk Fricia
Phone: 301-832-9137
Fax: 301-832-9123
Phone: 443-414-6136
Email: <a href="mailto:kfricia@johnsontruckcenter.com">kfricia@johnsontruckcenter.com</a>
FSF#: 0000409625
Vendor ID: GSS17813-MUNI_TRUCKV01

### 4. PRICING

[\(Return to Table of Contents\)](#)

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

## ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

## 5. 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.

## 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 GSS17813-MUNI\_TRUCK on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## 10. 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.

## 11. 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.

## 12. 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.

## 13. 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>.

## 14. CONTRACT PURPOSE

The intent of this contract is to allow DeIDOT to purchase 1-2 custom, multi-use dump trucks for the purpose of the testing and experimentation of various body and chassis combinations. Further purchase outside of the original purchase order(s) will require additional competitive bidding as outlined under Title 20, Chapter 6924 Delaware Code.

## 15. ADDENDUM HISTORY

1. Addendum #1 adds FSF number to vendor information and extends the contract date through April 30, 2019 in order to run concurrent with the MD SHA contract.