



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

February 26, 2019

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 –Effective February 26, 2019**  
**CONTRACT NO. GSS19722-ROADMAINT**  
**Roadway Maintenance Equipment**

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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 Sourcewell (formerly known as the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21. Sourcewell and Contractor established a contract for the purchase of Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies on or around May 24, 2017 (hereinafter, "Master Agreement").

**2. CONTRACT PERIOD**

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The current expiration for each contract is October 2, 2021. At the sole discretion of Government Support Services, this Participating Addendum may further be extended to include any extensions as agreed to, by and between Sourcewell and the awarded vendor(s).

**3. VENDORS**

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<p><b>Alamo Group (TX) Inc.</b> <b>GSS19722-ROADMAINTV01</b> Sourcewell Contract Number: 052417-AGI Contract Expires: October 2, 2021 FSF Vendor ID: 0000033769 Attn: Nathan Moczygemba 1502 E. Walnut Seguin, TX 78155 Phone: 830-372-9637 Fax: 309-749-2313 Email: <a href="mailto:nmoczygemba@alamo-group.com">mailto:nmoczygemba@alamo-group.com</a> Website: <a href="http://www.alamo-industrial.com">www.alamo-industrial.com</a></p> <p>Pricing can be found at: <a href="https://www.sourcewell-mn.gov/cooperative-purchasing/052417-agi#tab-pricing">https://www.sourcewell-mn.gov/cooperative-purchasing/052417-agi#tab-pricing</a></p>	<p><b>Local Dealers:</b> <b>Atlantic Tractor LLC</b> <b>GSS19722-ROADMAINTV02</b> FSF Vendor ID: 0000006283 301 East St, PO BOX 1125 Clayton, DE 19938-7707 Attn: Vince Crone Phone: 302-653-8536 Fax: 302-279-4373 Email: <a href="mailto:vcrone@atjd.net">vcrone@atjd.net</a> Website: <a href="http://www.atlantictractor.net/clayton.htm">www.atlantictractor.net/clayton.htm</a></p> <p>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.</p>
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<p><b>Crafco, Inc.</b>  <b>GSS19722-ROADMAINTV03</b>  Sourcewell Contract Number: 052417-CFC  Contract Expires: October 2, 2021  FSF Vendor ID: 0000034714  Attn: Angie Hoaglin  6165 W. Detroit St.  Chandler, AZ 85226  Phone: 480-505-8050  Fax: 480-961-0513  Email: <a href="mailto:angie.hoaglin@crafco.com">angie.hoaglin@crafco.com</a>  Website: <a href="http://www.crafco.com">www.crafco.com</a></p> <p>Pricing for this contract is provided at a discount off current year MSRP. For additional information, contact your local distributor.</p> <p>Pricing can be found at:  <a href="https://www.sourcewell-mn.gov/cooperative-purchasing/052417-cfc#tab-pricing">https://www.sourcewell-mn.gov/cooperative-purchasing/052417-cfc#tab-pricing</a></p>	<p><b>Local Dealers:</b>  <b>Chesapeake Supply &amp; Equipment Co.</b>  <b>GSS19722-ROADMAINTV04</b>  FSF Vendor ID: 0000029403  P.O. Box 857  Savage, MD 20763  Phone: 800-483-0885 or 410-792-4570  Fax: 410-792-2854  Attn: John Eggers  Email: <a href="mailto:jeggers@chesupeq.com">jeggers@chesupeq.com</a>  Website: <a href="http://www.equipmentbychesapeake.com">www.equipmentbychesapeake.com</a></p> <p>Agencies will issue a P.O. to the local dealer or as instructed per authorized dealer quote.</p>
<p><b>Diamond Mowers, LLC</b>  <b>Contract # GSS19722-ROADMAINTV05</b>  Sourcewell Contract Number: 052417-DMM  Contract Expires: October 2, 2021  FSF Vendor ID: 0000199864  Attn: Jessica Korthals  350 E 60<sup>th</sup> Street North  Sioux Falls, SD 57104  Phone: 605-977-3317  Fax: 605-498-1222  Email: <a href="mailto:jkorthals@diamondmowers.com">jkorthals@diamondmowers.com</a>  Website: <a href="http://www.diamondmowers.com">www.diamondmowers.com</a></p> <p>Pricing for this contract is provided at a discount off current year MSRP. For additional information, contact your local distributor.</p> <p>Pricing can be found at:  <a href="https://www.sourcewell-mn.gov/cooperative-purchasing/052417-dmm#tab-pricing">https://www.sourcewell-mn.gov/cooperative-purchasing/052417-dmm#tab-pricing</a></p>	<p><b>Finch Services</b>  <b>Contract # GSS19722-ROADMAINTV06</b>  FSF Vendor ID: 0000029526  1127 Littlestown Pike  Westminster, MD 21157-3005  Phone: 410-303-4555  Fax: 410-848-4615  Attn: Paul R. Schultheis  Email: <a href="mailto:paul@finchinc.com">paul@finchinc.com</a>  Website: <a href="http://www.finchinc.com">www.finchinc.com</a></p>

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<p><b>VT LeeBoy, Inc</b> <b>GSS19722-ROADMAINTV07</b> <b>Sourcewell Contract Number: 052417-VTL</b> FSF Vendor ID: 000000000 Contract Expires: October 2, 2021 Attn: Deanna Saunders 500 Lincoln County Parkway Ext Lincolnton, NC 28092 Phone: 704-966-3371 Fax: 952-887-8694 Email: <a href="mailto:eford@leeboy.com">eford@leeboy.com</a> Website: <a href="http://www.leeboy.com">www.leeboy.com</a></p> <p>Pricing for this contract is provided at a discount off current year MSRP. For additional information, contact your local distributor.</p> <p>Pricing can be found at: <a href="https://www.sourcewell-mn.gov/cooperative-purchasing/052417-vtl#tab-pricing">https://www.sourcewell-mn.gov/cooperative-purchasing/052417-vtl#tab-pricing</a></p>	<p><b>Local Dealer:</b> <b>Valley Supply &amp; Equipment Co., Inc.</b> <b>GSS19722-ROADMAINTV08</b> FSF Vendor ID: 0000029906 20332 Leitersburg Pike Hagerstown, MD 21742 Attn: Brandon Klein Phone: 443-506-5408 Cell: 410-780-4000 Fax: 410-780-4004 Email: <a href="mailto:bKlein@valleysupplyequipment.com">bKlein@valleysupplyequipment.com</a> Website: <a href="http://www.valleysupplyequipment.com">www.valleysupplyequipment.com</a></p>
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**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 GSS19722-ROADMAINT, 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>.