



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 12, 2020

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

FROM: Steven Chillas
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4549

SUBJECT: **AWARD NOTICE – Effective June 12, 2020**
CONTRACT NO. GSS20750-EQUIP
Equipment – Heavy Duty, Medium Duty, Agriculture and General
Construction

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. CONTRACT USE.....	2
2. CONTRACT PERIOD	2
3. VENDORS	2
4. DELIVERY AND PICKUP	5
5. SHIPPING TERMS.....	5
6. PRICING	5
ADDITIONAL TERMS AND CONDITIONS.....	5



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

OVERVIEW

This contract is for the purchase of new construction equipment. The contract is broken down by the following categories: Heavy Duty Construction Equipment; Medium Duty Construction Equipment; Agricultural & General Use Tractors; General Construction Equipment. Special attention should be paid to the individual Sourcwell contract number and expiration date for each vendor.

1. CONTRACT USE

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

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 §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.

A competitive bidding and selection process was conducted by Sourcwell (formerly, the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21. Sourcwell and the Contractor established a contract for the purchase of the equipment with related accessories, supplies, and services on or after May 13, 2019 (hereinafter, "Master Agreement").

2. CONTRACT PERIOD

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

Each contractor's contract shall be valid based on the date listed for a specific vendor. Each contract may be extended based on (1) extension of the Sourcwell Master Agreement and (2) negotiation between the contractor and Government Support Services. Negotiation may be initiated upon notification of the extension of the Sourcwell Master Agreement.

3. VENDORS

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

Heavy Duty Equipment	John Deere Retail Construction Sales
	CNH Industrial America, LLC
Medium Duty Equipment	Clark Equipment Company DBA Bobcat Company
	Gradall Industries, Inc.
Agriculture Related Equipment (Tractors)	Deere & Company

Awarded Vendor	Authorized Local Dealers
<p>GSS20750-EQUIPV01 John Deere Construction Retail Sales Sourcewell Contract: 032119-JDC Expires: May 13, 2023</p> <p>1300 River Drive Moline, IL 61265 POC: Richard Murga PH: 309-765-0260 EM: MurgaRichard@JohnDeere.com FSF # 0000022081</p> <p>Sourcewell Awarded Categories: Construction Equipment</p>	<p>**Atlantic Tractor LLC & JESCO, Inc., are authorized dealers for both John Deere Construction Equipment Retail Sales and for Deere & Company.</p> <p>GSS20750-EQUIPV02 Atlantic Tractor, LLC– Clayton 301 East Street Clayton, DE 19938 POC: Robert Lowery PH: 610-932-8858 EM: rlowery@atjd.net FSF# 0000006283</p> <p>GSS20750-EQUIPV02 Atlantic Tractor, LLC – Newark 2688 Pulaski Highway Newark, DE 19702 POC: Robert Lowery PH: 610-932-8858 EM: rlowery@atjd.net FSF# 0000006283</p>
<p>GSS20750-EQUIPV08 Deere & Company Sourcewell Contract: 110719-JDC Expires: December 30, 2023</p> <p>2000 John Deere Run Cary, NC 27513 POC: Andrew Roman PH: 800-358-5010 ext 2285 EM: govcontractsupport@johndeere.com FSF# 0000022081</p> <p>Sourcewell Awarded Categories: Grounds & Ag</p>	<p>GSS20750-EQUIPV03 JESCO, Inc. – Delmar 9060 Ocean Highway Delmar, MD 21875 POC: Danny Stern PH: 410-687-1700 x 5010 EM: Danny.stern@jesco.us FSF# 0000046031</p> <p>GSS20750-EQUIPV03 JESCO, Inc. – Middletown 1001 Industrial Drive Middletown, DE 19709 POC: Danny Stern PH: 410-687-1700 x 5010 EM: Danny.stern@jesco.us FSF# 0000046031</p>

Award Notice

Contract No. GSS20750-EQUIP

Awarded Vendor	Authorized Local Dealers
<p>GSS20750-EQUIPV04 CNH Industrial America, LLC Sourcewell Contract: 032119-CNH Expires: May 13, 2023</p> <p>621 State Street Racine, WI 53402 POC: Tony Simpson (Case Construction) PH: 262-636-6576 EM: Tony.simpson@casece.com</p> <p>POC: Amy Swett (New Holland AG/ CE) PH: 717-355-1686 EM: Amy.swett@newholland.com FSF# 0000126313</p> <p>Sourcewell Awarded Categories: Construction Equipment, Roads & Airports, Fleet & Related</p>	<p>GSS20750-EQUIPV05 Folcomer Equipment Corporation 12420 Sussex Highway Greenwood, DE 19950 POC: Dave Folcomer PH: 410-575-6580 EM: Dave.folcomer@folcomer.com FSF #: 0000030376</p> <p>GSS20750-EQUIPV06 Eagle Power and Equipment 2211 Dupont Highway New Castle, DE 19720 POC: Matthew McDonald PH: 215-699-5871 FSF # 0000018725</p> <p>GSS20750-EQUIPV07 AG-Industrial 36 Victory Chapel Road Dover, DE 19904 POC: Don Jackson PH: 302-724-5772 EM: djackson@agindustrial.com FSF# 0000081309</p>
<p>GSS20750-EQUIPV09 Gradall Industries, Inc. Sourcewell Contract: 040319-GRD Expires: May 31, 2023</p> <p>406 Mill Avenue SW New Philadelphia, OH 44663 POC: Michael Popovich 330-339-2211 EM: mjpopovich@gradall.com FSF# 0000205697</p> <p>Sourcewell Awarded Categories: Construction Equipment, Fleet & Related</p>	<p>GSS20750-EQUIPV10 Elliott & Frantz, Inc. 38420 Sussex Highway Delmar, DE 19940 POC: Rich Wolfolk PH: 302-846-0763 EM: rwelliotffrantz@yahoo.com FSF# 0000017705</p>

Awarded Vendor	Authorized Local Dealers
GSS20750-EQUIPV11 Clark Equipment Company DBA Bobcat Company Sourcewell Contract: 040319-CEC Expires: May 31, 2023 250 E. Beaton Drive West Fargo, ND 58078 POC: Randy Fuss PH: 701-241-8746 EM: Randy.fuss@doosan.com FSF# 0000249964 Sourcewell Awarded Categories: Construction Equipment, Facilities (MRO)	GSS20750-EQUIPV12 Bobcat of New Castle, LLC 325 Quigley Blvd New Castle, DE 19720 POC: Dale Hurd PH: 302-780-6880 EM: dhurd@bobcatnc.com FSF# 0000249964

4. DELIVERY AND PICKUP

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

- Agencies may work with the local dealer in specifying machine requirements or call the primary vendor contact directly at the numbers above.
- Dealers would submit preliminary build codes to the primary vendor for verification of pricing, discount and freight from factory to dealer. Full delivery address for end-user is required for freight calculation.
- Additional charges may occur for installation of attachments as well as for parts, accessories and open market items.
- **Identify the Sourcewell contract number as well as the GSS contract number.**
- Dealer delivers machine.
- Dealer performs operator review, as needed.
- Dealer files warranty registration.

5. SHIPPING TERMS

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

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

6. PRICING

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

Prices will remain firm for the term of the contract year. Agencies will contact manufacturer authorized dealer for Sourcewell contract pricing.

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

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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS20750-EQUIP 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.
- d) 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.
- e) 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.
- f) 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>.