



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 17, 2012

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSA12001-EXTTRNG
Extinguisher Training System

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. **MANDATORY USE CONTRACT:** 2
2. **CONTRACT PERIOD:** 2
3. **VENDOR:**..... 2
4. **SHIPPING TERMS:** 2
5. **DELIVERY AND PICKUP:**..... 2
6. **PRICING:**..... 2
7. **WARRANTY PROVISION:** 3
ADDITIONAL TERMS AND CONDITIONS..... 3



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. MANDATORY USE CONTRACT:

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

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.

Under Title 29 §6935, The State of Delaware is authorized to enter into negotiations with various manufacturers or distributors and award contracts which will enable agencies and local governments to purchase materiel at prices approved by the General Services Administration of the United States government or its successor.

2. CONTRACT PERIOD:

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

The contractor's contract shall be valid until May 16, 2013.

3. VENDOR:

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

BullEx, Inc.
DBA BullEx Digital Safety
20 Corporate Circle
Albany, NY 12203-5121
Phone: 518-689-2023 or 888-428-5539
Fax: 518-689-2034
Point of Contract: Anthony Ruggiero
Email: aruggiero@bullex.com
Website: www.bullexsafety.com

4. SHIPPING TERMS:

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

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

5. DELIVERY AND PICKUP:

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

Normal ground delivery – within 30 days ARO

6. PRICING:

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

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

SIN	Item Number	Product	Price
874-9	BE001	BullsEye	\$9,796.05
874-9	BET001	BullsEye Trainers Package	\$15,246.00

7. WARRANTY PROVISION:

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

BullEx, INC. warrants its products against manufacturing defects to the original purchaser only – i.e. the individual or legal entity (registered customer) whose name appears on invoice for the system, provided that the purchase was made through BullEx or an authorized BullEx dealer and is subject to the following conditions and limitations:

This factory warranty is nontransferable and may not be extended whatsoever by any of our representatives. Assembly and use must be done in accordance with the instructions included with the product and all local and national fire codes.

This Limited Warranty does not cover any damage caused by misuse, lack of maintenance, hostile environments, accident, alterations, abuse or neglect, and parts installed by other manufacturers will nullify the warranty. This Limited Warranty does not cover and scratches, dents, corrosion, or discoloring by heat (all stainless steel will discolor), abrasive and chemical cleaners will also damage the appliance. In the first year only, this warranty extends to the repair or replacement of warranted parts which are defective in material or workmanship provided that the product has been operated in accordance with the operation instructions and under normal conditions.

After the first year, unless an extended warrantee has been offered, BullEx, INC. will not be responsible for replacement part expense, installation, labor or any other costs or expenses related to the reinstallation of a replacement part, and such expenses are not covered by this warranty. Notwithstanding any provisions contained in this Limited Warranty, BullEx, INC.'s responsibility under this warranty is defined as above and it shall not in any event extend to any incidental, consequential or indirect damages. This limited warranty does not cover damages resulting from the use of components not supplied with the appliance, or the use of fuel other than that specified. Any damages to appliance due to weather, long periods of dampness, condensation, damaging chemicals or cleaners will not be the responsibility of BullEx. The bill of sales or copy will be required together with a serial number and a model number when making any warranty claims from BullEx or authorized dealer.

BullEx, INC. reserves the right to have its representative inspect any product or part thereof prior to honoring any warranty claim. BullEx, INC. or its representatives shall not be liable for ANY transportation charges, labor charges or duties.

ADDITIONAL TERMS AND CONDITIONS

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

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. 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:

Award Notice
CONTRACT NO. GSA12001-EXTTRNG
Extinguisher Training System

- 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>.