



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 25, 2016

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 – ADDENDUM #2**
CONTRACT NO. GSA16040-PODS
Effective August 24, 2017

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KEY CONTRACT INFORMATION

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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

Under Title 29 Section 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.

1. NON-MANDATORY USE CONTRACT

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This is not a mandatory use contract under Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government, Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants may procure all material, equipment and nonprofessional services through this statewide contracts administered by Government Support Services, Office of Management and Budget.

2. CONTRACT PERIOD

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This contract shall be valid from the date of contract execution by both parties to expire July 10, 2017, with two (2) five year options. Extension negotiations may be initiated no later than ninety (90) days prior to the termination of the current agreement, contingent on successful extension of GSA Master Contract. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

1. Addendum #1 extend the contract for 30 days, effective July 11, 2017 through August 10, 2017.

2. **Addendum #2 extends the contract for five (5) years through July 10, 2022.**

3. VENDORS

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PODS Enterprises, Inc.
GSA16040-PODSV01
5585 Rio Vista Drive
Clearwater, FL 33760
POC: Bruce Mitchell
PH: 727-538-6484
EM: bmitchell@PODS.com
FSF: 0000006632

4. SHIPPING TERMS

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

5. PRICING

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

Local Delivery Pricing

On-Site:	Storage Center:	Delivery Fee:	Pick up Fee:
16' Container: \$149	16' Container: \$159	\$69.00 – up to 20 miles \$2.00/mile thereafter	\$69.00 – up to 20 miles \$2.00/mile thereafter
12' Container: \$139	12' Container: \$149		

Long Distance Pricing

# of Containers	Minimum - Mileage		Base Pricing - Mileage		Maximum - Mileage	
	0-50	51-175	176-550	551+	176-550	551+
1 Container	\$223.13	\$334.69	\$1.64	\$1.20	\$2.19	\$1.69
2 Containers	\$133.87	\$200.81	\$1.02	\$0.76	\$1.39	\$1.10
3 Containers	\$89.25	\$133.87	\$0.69	\$0.53	\$0.99	\$0.79

Monthly Storage Rate	\$168.82
Local Delivery & Admin Fee	\$156.32

- Lower local and seasonal prices may be available and will be offered at the time of booking, if applicable.
- Extended delivery fees: PODS will charge \$4.00 per mile for any delivery outside the “Standard Delivery Mileage Area” of 20 miles.
- Local deliveries, moves and final pickup charges are a standard rate of \$60.00 unless extended delivery fees apply.
- Fuel charge: Prices assume fuel prices do not rise above \$3.00 per gallon. In the event that fuel prices rise above \$3.00 per gallon, PODS reserves the right to pass on a fuel surcharge of \$0.50 per every delivery and pickup for every \$0.10 increase in fuel prices above \$3.00 per gallon. Fuel prices will be based on the published weekly U.S. Department of Energy National Weekly Average for Diesel fuel.

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. 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.

8. 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.

9. 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.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSA16040-PODS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. 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.

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>.