

Award Notice  
Contract No.



State of Delaware

**State of Delaware  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
Public Safety Building, Suite 220  
P.O. BOX 818  
DOVER, DELAWARE 19903-0818**

January 14, 2014

ISSUED BY: Arnold Cookson  
Management Analyst  
302-659-2313

SUBJECT: **AWARD NOTICE –Addendum #1-Effective March 1, 2014  
SHS-12007-ThermalCam  
Thermal Imaging Camera**

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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

Each contractor's contract shall be valid for a one (1) year period from March 1, 2014 through February 28, 2015.

**2. VENDORS**

Gen-el Safety and Industrial Products, LLC  
961 Route 10 East  
Suite 2M  
Randolph, NJ 07869-1927

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Contact: Gregory Krannich  
Phone: 973-584-8777  
Fax: 973-584-2727  
Email: [greg@genelsafety.com](mailto:greg@genelsafety.com)

**3. SHIPPING TERMS**

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

**4. PRICING**

Prices shall remain firm through February 28, 2015.

<b>ITEM DISCRIPTION</b>	<b>UNIT PRICE</b>
Draeger Thermal Imaging Camera #9000- Includes Truck Charger #8321110	\$9,568.60
<b>OPTIONAL PRICING:</b>	
Spare Battery #8323075	\$355.00
<b>Standard Warranty-Camera</b>	24 Months
<b>Standard Warranty-Truck Charger</b>	12 Months
<b>Extended Warranty-12 Months-Camera &amp; Battery</b>	No Charge

**ADDITIONAL TERMS AND CONDITIONS**

**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 Agency 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 the Department of Safety and Homeland Security, Delaware Emergency Management Agency. 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. The ordering agency will place their orders 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. REQUIREMENTS**

This Award Notice is issued to cover the Thermal Imaging Camera requirements for all State of Delaware Volunteer Fire Companies, and shall be accessible to any State Agency, School District or Political Subdivision.

**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

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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 must then formally contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.