April 6, 2010

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

FROM: DIANA MAURER
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE #9 - Effective Sept. 1, 2010**
CONTRACT NO. GSS07079-CHILLER_MAINT
PREVENTIVE MAINTENANCE AND SERVICE CHILLERS

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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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, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (1) year period from November 1, 2007 through October 31, 2008. Each contract may be renewed for four (4) additional one (1) year periods under the same terms and conditions through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been renewed for an additional year, through October 31, 2009 with a 4.5% pricing increase.

This contract has been renewed for an additional year, through October 31, 2010 under the same terms, pricing and conditions.

This contract has been renewed for an additional year, through October 31, 2011 under the same terms, pricing and conditions.

3. VENDOR:

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Carrier Corporation
126 Quigley Boulevard
New Castle DE 19720
Telephone: 302-322-8870
Fax: 302-322-1104
Contact: Tony Dinger
E-Mail: Tony.Dinger@carrier.utc.com
Web Site: www.carrier.com

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

Materials delivery: see Appendix A

6. PRICING:

(Return to Table of Contents)

Prices will remain firm for the term of the contract year

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:

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. REQUIREMENTS:

SCOPE OF WORK

To provide Preventive Maintenance and additional Repair services on all equipment items listed in this document. Preventive Maintenance plus Repair services shall be defined as:

Providing all necessary labor, materials, supplies, including refrigerant, supervision and subcontracted services that will allow for the successful bidder to maintain all covered equipment in prime operating condition, consistent with manufacturers service recommendations. This includes repairing any failure of any magnitude, using OEM procedures and guidelines, OEM parts, and OEM recommended oils, seals, gaskets, supplies, etc.

NOTE: This contract does not cover the replacement and/or rebuild of the chiller compressor; the replacement and/or retubing of the condenser and/or evaporator.

PREVENTIVE MAINTENANCE:

Providing all necessary labor, parts, materials, supplies, supervision, and subcontracted services that will allow for the successful bidder to perform regular, scheduled preventive and predictive maintenance tasks, utilizing equipment history, operating hours, and OEM requirements and procedures on a day to day basis. Minimum guidelines are provided in this document.

REPAIR SERVICE:

The successful bidder will not subcontract liabilities for equipment failures. Comprehensive routine maintenance should protect against most mechanical failures. Any failures that are covered within the scope of this agreement must be repaired without any delays. The covered equipment must be returned to operational duty as quickly as good repair maintenance dictates. If so directed, around the clock service must be provided to return a failed piece of equipment to operating condition if it is of a critical nature. The terms of this specification are for repair service of the listed equipment.

To have a single, responsible bidder capable of providing the services described within this agreement. It is not intended that this Preventive Maintenance plus Repair service be subcontracted out to another vendor.

HOURS OF SERVICE:

All service is to be performed from 8 AM to 4:30 PM, Monday thru Friday, including emergency (call in) service.

Emergency and breakdown (call in) services and major repairs at other hours will be performed at hourly rates quoted on bid proposal sheet.

Emergency call response time will be less than four (4) hours. Non-emergency call response time shall be less than twenty-four (24) hours.

TECHNICAL SERVICE ENGINEERING BACKUP:

The service company shall have in his direct employ personnel who will be available, without additional charge, for analysis, diagnostics, and predictive analysis of complex or unusual electrical/mechanical maintenance problems associated with the successful service contractor's administration of bid specification. The names and locations of such personnel fulfilling this assignment shall be included with the service contractor's bid proposal.

AGREEMENT EXTRAS:

Should inspection(s) indicated that repairs are necessary that are outside the scope of this agreement, the service contractor shall provide the Division of Facilities Management in writing with a composite price including labor, parts, material, and related expenses for these repairs. However, the Division of Facilities Management may elect to procure prices from others if deemed necessary. Should alterations, additions, adjustments or repairs be made by others to any part of the system(s) covered by this service agreement, the service contractor has the right to inspect such work as to having been performed in an acceptable manner to the service contractor prior to continuing the service agreement coverage. The service contractor will notify the Division of Facilities Management in writing of such conditions which must be corrected prior to the service contractor's acceptance.

PARTS AVAILABILITY:

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for: routine expendable parts, normal yearly replacement parts and multi-year replacement parts. The service contractor has the option of stocking locally or having access to immediate delivery parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the service

contractor is expected to have emergency parts availability at no additional cost to the customer in a reasonable length of time (24 hours) to minimize equipment down time.

COMBUSTIBLE MATERIAL:

All combustible materials shall be handled and stored in compliance with all NFPA, state and local safety codes and regulations. Thinners, fluid and loose dry products being used by the service contractor on site shall be kept covered at all time.

WASTE OIL:

Disposal of all “waste oil” will be the responsibility of the Contractor. Waste oil will constitute any oil removed from any piece of equipment that is a part of this specification. Since the Division of Facilities Management is the generator of the oil, and since the Division of Facilities Management is concerned with protecting our environment, all oil removed from serviced equipment will be classified as “waste oil” and is to be disposed of within the guidelines of DNREC (Department of Natural Resources and Environmental Control) and EPA regulations. This includes all reports and manifests associated with tracking the waste oil to its final deposition. Include as a part of this bid your method of waste oil disposal.

SPECIAL REPORTS:

The contractor shall maintain a record of all maintenance service and repairs relating to the equipment included in this agreement. Written reports are to be turned in to a designated person by the Division of Facilities Management upon completion of each inspection as long as all equipment checks out satisfactorily. If a problem is found that has the potential to be a major problem, or if it may be the cause for shutdown repairs, then this problem must be directly brought to the attention of the designated Division of Facilities Management’s person so that a plan of action can be formulated for the most timely repair to the equipment. As a condition of this bid, a plan of action report as to how the equipment is to be serviced and/or repaired is to be included.

REFRIGERANT STATUS REPORT:

A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from any air conditioning or refrigeration machine. This form shall comply with EPA guidelines in form and content. One copy of each form shall be given to the Division of Facilities Management, one copy left on the jobsite in close proximity to the machine, and copies retained at the Contractor’s office.

DIVISION OF FACILITIES MANAGEMENT TRAINING:

Upon request the contractor will provide free of charge formal/informal training to the Division of Facilities Management so that he understands the operation and diagnostic procedures necessary to keep the equipment operating in the most beneficial manner.

EQUIPMENT INFORMATION/IMPROVEMENTS:

The contractor shall keep abreast of all equipment changes and product improvements and he will continually explore new and better methods of higher technology that will enhance the Division of Facilities Management's preventative maintenance service agreement capabilities, and enhancements to plant operations. It shall be the contractor's duty to notify the Division of Facilities Management of these changes, improvements, methods, as they occur, so that the Division of Facilities Management may enhance his operations and maintenance program.

WARRANTY:

The CONTRACTOR guarantees that all service and repairs provided under this AGREEMENT shall be performed in a workmanlike manner. Any claim for defective workmanship must be provided to the CONTRACTOR by written notice prior to the termination date of this AGREEMENT upon which CONTRACTOR agrees to remedy and redo any such service(s) in a timely manner without cost to the Division of Facilities Management.

The CONTRACTOR also warrants against defects in materials, and workmanship of all the CONTRACTOR part(s) or component(s) supplied hereunder for a period of one year from date of installation or until the termination date of this AGREEMENT, whichever is earlier. If any part(s) or component(s) should prove defective during the aforementioned warranty period, the CONTRACTOR will at its option repair or replace any such items provided they were not damaged, abused, or affected by chemical properties.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The CONTRACTOR's obligation to repair, replace, or perform a service, on any defective part(s), component(s) or service shall be DIVISION OF FACILITIES MANAGEMENT's exclusive remedy under this AGREEMENT.

Part(s), component(s) or services furnished by others to the CONTRACTOR carry the same guarantee to the DIVISION OF FACILITIES MANAGEMENT as the CONTRACTOR receives. If the DIVISION OF FACILITIES MANAGEMENT requests parts or services not included in this AGREEMENT, it is agreed that all requested part(s), component(s) or services supplied by the CONTRACTOR will be accepted subject to the CONTRACTOR'S Conditions of Sale issued with each order.

DIVISION OF FACILITIES MANAGEMENT:

To allow the CONTRACTOR to properly perform the service plus repairs included in this AGREEMENT, DIVISION OF FACILITIES MANAGEMENT shall:

- Permit access to DIVISION OF FACILITIES MANAGEMENT's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify the CONTRACTOR of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, the DIVISION OF FACILITIES MANAGEMENT shall allow the CONTRACTOR to stop and start equipment necessary to perform service.
- Provide adequate water treatment (if not included herein) to protect the tubes, tube sheets, water boxes and equipment water side from scale and fouling.
- Provide the daily routine equipment operation (if not part of this AGREEMENT) including availability of routine equipment log readings.
- Where the CONTRACTOR's remote monitoring service is provided, the DIVISION OF FACILITIES MANAGEMENT is to provide and maintain a telephone line with long distance direct dial and answer capability.

TECHNICAL SPECIFICATIONS

DESCRIPTION OF MAINTENANCE PROGRAM

CHILLERS AND AIR CONDITIONING EQUIPMENT:

The chillers and associated air conditioning equipment are located in the following buildings:

AGRICULTURE BUILDING:

One (1) York Screw Compressor, Model YSBA-BA-SOCFA, serial number SCBM92-813783

DNREC - RICHARDSON & ROBBINS BUILDING:

Chiller 1

Model: CVHE450 (Centravac), model#: CVH045FA3E03UK2135P7B6N1A0000000PAOF000K010002C0, Serial# L00F03287, S.O. No.: D6E907B

Chiller 2

Model: CVHE450 (Centravac), model#: CVHE045FA3E03UK2135P7B6N1A0000000PA0F000K010002C0, Serial L00F03286, S.0.#: D6E907A

HIGHWAY DEPARTMENT ADMINISTRATION BUILDING - RTE. 113, DOVER:

CH-1 & CH-2 Trane Centravac, two (2) PCV-1J

CARVEL STATE BUILDING, WILMINGTON:

Ten (10) Self-Contained Trane Vertical Direct-Expansion Air Conditioners

(2) 15 Ton
(5) 25 Ton
(1) 50 ton

One (1) Trane Computer Room Unit, 10 To
One (1) Data-Aire model # DAW D1034

AH #4 Trane Model # SWUA2004MA Serial # L6F720423 $75.90/month
AH #2 Trane Model # SWUA2504MA Serial # L6D171304 $75.90/month

NEW CASTLE MOTOR VEHICLE:

One (1) Carrier Chiller Model No. 30HKO Model # 38HA-044-SO1, Serial: 4603F65174

(Updated 1/25/08)

GREATER WILMINGTON MOTOR VEHICLE:

One (1) Trane Series R, Air Cooled 70-125 ton 2 circuit chiller Model # RTAA0704XK01A3DOBM, Serial: U9900688.

PUBLIC ARCHIVES:

Two (2) Trane Centrovac
Model – RTHB150FMF00NW0000UNN3LF2LF00QUO
CH-1 Serial – U99EO6767
CH – 2 Serial – U99E06768

LEGISLATIVE HALL:

One (1) Trane screw compressor, Model#: RTHB215ALE00EWPOORUNV3LF2LFV0Q00, Serial: U96K07648

KENT COUNTY COURT HOUSE

One (1) Carrier, screw, air cooled, model 30GXR080-A-5

HASLET ARMORY

One (1) Carrier, screw, air cooled, model 30GXN106-F-6

KENT COUNTY FAMILY COURT

Two (2) York, scroll, air cooled, model YCUL0080SC46-XAAXXTCXXR

TOWNSEND BUILDING:

One (1) York screw compressor, model YTD3D38266, Serial Number 6DEM21390

MARGARET O'NEILL BUILDING:

One (1) Trane screw compressor, model RTAA1556Ym, serial number U97D01329

WILLIAMS SERVICE CENTER:

One (1) York screw compressor, model Y5BBBB5OLF, serial number SDDM-6269SC

WOODBURN

Two (2) Robur absorption modules, model RTCF-120-ST-N, serial number 060500.10

WILLIAM PENN

One (1) Trane helical rotary, air cooled, model RTAC-SVXO1C-EN

STATE POLICE INDOOR RANGE:
One (1) Trane screw compressors, model RtAAS404XM, serial number U97809587

STATE POLICE ACADEMY:
One (1) Trane model CGAEC606ABADE6TCRJA, Scroll , serial number 29680937

STATE POLICE HEADQUARTERS
One (1) Trane model CGAEC40GABADE6TCRJJA, Scroll , serial number J9C80938

STATE POLICE TROOP #2
One (1) York model # YACS01SOEC46YFADBC, Serial: RNKM002120

STATE POLICE TROOP # 5
One (1) York Chiller, model # YCAL0020EC17, Serial: RBPM0101505

COURT 7-16:
One (1) York model YCA277CB3-170A, Semi Hermetic, serial number RMFM2258AA

DESCRIPTION OF MAINTENANCE PROGRAM - (Continued):
The following services will be provided for the equipment listed on the previous page:

CAPITAL POLICE:
One (1) Trane model CGAEC50GABADEGRARCJ, scroll, serial number J96C80921
200-230v 60Hz 3P

AGRICULTUR NUTRIENT LAB:
One (1) YORK, Model YCAS0100EC17XFADBXXXBXXLXXX45XXXXXXXXXXSAXXXXX3XXXXXXE,
Serial number, RKKM001490

SUSSEX COURT HOUSE:
One (1) 125 ton Trane screw chiller, model # CGWCC806RHNJJ403ACDFGPT, Serial: U92CO8859
One (1) 133 ton York centrifugal chiller, model #YTGOA1B1-CFJ, Serial: GBMM253553

SUSSEX COUNTY D.M.V. LANES
One (1) York 88 ton screw chiller, model # YCAS0098EB46XGA

VETERAN'S HOME – MILFORD, DE: (effective Sept. 1, 2009)
One (1) McQuay Rotary Screw Chiller, Model #AGS370B7
Serial #STNU060500113
Description: 370 ton Air cooled in rear of building

Delaware Veteran's Home is billed to:
Delaware Veterans Home
100 Delaware Veterans Blvd.
Milford, DE 19963

TECHNICAL SPECIFICATIONS – Cont:

RECIPROCATING EQUIPMENT

Autumn System Check - Once a year, in the fall, a thorough preventative maintenance schedule will be performed, including the following:

1. Check unit thoroughly for refrigerant leaks - customer witness.

2. Meg test compressor motor, record temperature - customer witness.

3. Check and tighten all electrical terminals and check contacts for wear. Clean with approved contact cleaner - customer witness.

4. Check oil level in compressor and add as required.

5. Tighten motor terminals and control panel terminals.

6. Check crankcase heater for proper operation.

7. Check oil sample for acid prior to oil change - customer witness.

8. Report any uncorrected deficiencies noted.

9. Brush and visually inspect all condenser tubes, using a nylon brush after removing heads

Written Reports - Provided to customer representative following each regular inspection or emergency call.

TECHNICAL SPECIFICATIONS – Cont:

DESCRIPTION OF MAINTENANCE PROGRAM – (Continued)

Seasonal Start-up:

1. Functionally test and calibrate safety and operating controls per manufacturer's specifications - customer witness.

2. Start unit. Check control and calibrate.

3. Check refrigerant and oil levels and add as required.

4. Check operation and refrigerant pressures.

5. Make complete operating log and record readings.

6. Check starter operation, voltage, and current.

7. Check external interlocks, flow switch, and pumps.

8. Set up operating log with operator, instruct and advise troubleshooting techniques.

Scheduled Preventive Maintenance - Three (3) other inspections within seven (7) days of June 30, July 30, and August 30 during the operating season will be made to include the following, at least:

1. Make complete operating log and record proper operating temperatures, pressures, voltages and amperages.

2. Check and adjust operating and safety controls.

3. Check operation of crankcase heater.

4. Check compressor oil level and add as required.

5. Check operation of control circuit.

6. Check operating log with operator, discuss operation of the machine generally.

7. Check water/air flow of evaporator and condenser.

8. Check super heat - customer witness.

9. Check operation of all motors, starters and cooling tower fans.

10. Report to operator any uncorrected deficiencies noted.

Note: Adequate water treatment by a qualified water treatment firm will be furnished for the equipment covered under this agreement. (Chilled water loops)

TECHNICAL SPECIFICATIONS – Cont:

CENTRIFUGAL CHILLERS

Annual Winter Maintenance - Once a year a thorough preventive maintenance schedule will be performed, including the following, at least:

1. Replace all oil filters and all disassembled gaskets.

2. Detailed inspection of purge system and thorough cleaning of purge compressor, purge oil separator, purge drum, and purge condensing coil. Change purge oil as required. Disassemble purge drum.

3. Check condition of contacts for wear, pitting, etc.

4. Meg compressor motor. Record temperature readings - customer witness.

5. Check dash-pot oil in main starter and change when necessary. Manually trip over-loads, tighten all starter terminals and inspect contacts for wear. Clean with approved contact cleaner - customer witness.

6. Tighten motor terminals and control panel terminal.

7. Clean oil strainer; replace filter and gasket.

8. Tighten oil heater leads.

9. Check operation of vane positioner.

10. Check and clean starter cooling systems

11. Brush and visually inspect all condenser tubes, using a nylon brush, after removing heads. (Customer witness prior to cleaning.)

12. Check oil sample for acid - customer witness.

13. Leak Testing (written report to Facilities Management)

Written Reports - Provided to customer representative following each regular inspection or emergency call.

TECHNICAL SPECIFICATIONS – Cont:

CENTRIFUGAL CHILLERS

Seasonal Start - up:

1. Start machine. Check controls and calibrate to ensure minimum chilled water set point stays above 40 F.
2. Complete operating log and record settings.
3. Check refrigerant and oil levels, adjust as necessary, provide materials, including refriderant.
4. Check purge unit for proper operation.
5. Check starter operation, voltage and current.
6. Set up operating log with operator, instruct and advise troubleshooting techniques.

Scheduled Preventive Maintenance - Three (3) other inspections during the operating season within seven (7) days of June 30, July 30, and August 30 will be made and will include the following:

1. Complete operating log of temperatures, pressures, voltages and amperages (sample log sheet attached).
2. Change oil in purge vacuum pumps when required.
3. Check operation of purge system.
4. Check operation of control circuit.
5. Check operation of lubrication system including oil pump and oil pressure regulator.
6. Check operation of motor and starter.
7. Check customer's log with operator, discuss operation of the machine generally.
8. Report to operator any uncorrected deficiencies noted.
9. Check and adjust operating and safety controls.

TECHNICAL SPECIFICATIONS – Cont:

CENTRIFUGAL CHILLERS

10. Check operation of oil heater.

11. Check compressor oil level and add as required.

12. Check water flow of evaporator and condenser.

13. Check super heat.

14. Check operation of all motors, starters, and cooling tower fans.

Analysis Services - Various diagnostic tests are to be performed depending on equipment duty and type as stated below. Reports with interpretation and recommendation to be included:

1. Oil sample and analysis for wear, metals, acid content and moisture. Samples to be taken one (1) time per year. Copies of analysis will be delivered at Facilities Management Offices, 192 Transit Lane.

Note: Adequate water treatment by a qualified water treatment firm will be furnished by the Division of Facilities Management for the equipment covered under this agreement for the condenser and chilled water loops.

TECHNICAL SPECIFICATIONS – Cont:

SCREW CHILLERS

Annual Winter Maintenance - Once a year a thorough preventive maintenance schedule will be performed, including the following, at least:

1. Replace all oil filters and all disassembled gaskets.
2. Check condition of contacts for wear, pitting, etc.
3. Meg compressor motor. Record temperature readings - customer witness.
4. Manually trip over-loads, tighten all starter terminals and inspect contacts for wear. Clean with approved contact cleaner - customer witness.
5. Tighten motor terminals and control panel terminal.
6. Clean oil strainer; replace filter and gasket.
7. Tighten oil heater leads.
8. Check operation of load capacity devices.
9. Check and clean starter cooling systems
10. Brush and visually inspect all condenser tubes, using a nylon brush, after removing heads. (Customer witness prior to cleaning.)
11. Check oil sample for acid - customer witness.
12. Leak Testing (written report to Facilities Management)

Written Reports - Provided to customer representative following each regular inspection or emergency call.

Seasonal Start - up:

1. Start machine. Check controls and calibrate to ensure minimum chilled water set point stays above 40 F.
2. Complete operating log and record settings.
3. Check refrigerant and oil levels, adjust as necessary, provide materials, including refrigerant.

TECHNICAL SPECIFICATIONS – Cont:

SCREW CHILLERS- (Continued)

Seasonal Start - up con't.:

4. Check starter operation, voltage and current.

5. Set up operating log with operator, instruct and advise troubleshooting techniques.

Scheduled Preventive Maintenance - Three (3) other inspections during the operating season within seven (7) days of June 30, July 30, and August 30 will be made and will include the following:

1. Complete operating log of temperatures, pressures, voltages and amperages (sample log sheet attached).

2. Check operation of control circuit.

3. Check operation of lubrication system including oil pump and oil pressure regulator.

4. Check operation of motor and starter.

5. Check customer's log with operator, discuss operation of the machine generally.

6. Report to operator any uncorrected deficiencies noted.

7. Check and adjust operating and safety controls.

8. Check operation of crankcase heater.

9. Check compressor oil level and add as required.

10. Check water/air flow of evaporator and condenser.

11. Check super heat.

12. Check operation of all motors, starters, and cooling tower fans.

Analysis Services - Various diagnostic tests are to be performed depending on equipment duty and type as stated below. Reports with interpretation and recommendation to be included:

1. Oil sample and analysis for wear, metals, acid content and moisture. Samples to be taken one (1) time per year.

2. Refrigerant sensors are to be tested annually at the following locations: Kent County – State Highway Administration Building, Richardson and Robbins Building, State archives and John Townsend. Sussex County – Sussex County Court House.

Note: Adequate water treatment by a qualified water treatment firm will be furnished by the Division of Facilities Management for the equipment covered under this agreement for the condenser and chilled water loops.

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. <u>AGENCY'S RESPONSIBILITIES</u>:

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.

16. PRICE ADJUSTMENT

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

** Address for Facilities Management

Facilities Management
192 Transit Lane
Dover DE 19901

Award Notice
Contract No.: GSS07079-CHILLER_MAINT

DESCRIPTION	MONTHLY w/4.5% increase
Agriculture Building	**321.25**
Agriculture Nutrient Lab	**323.75**
Richardson Robbins Building	**590.25**
Highway Administration Building	**590.25**
Carvel State Building **(updated 1/25/08)**	**951.83**
New Castle Motor Vehicle	**82.33**
Greater Wilmington Motor Vehicle	**189.83**
Legislative Hall	**312.58**
Townsend Building	**312.58**
Margaret O'Neill Building	**189.83**
Williams State Service Center	**312.58**
State Police Indoor Range	**189.83**
State Police Academy	**189.83**
State Police Headquarters	**189.83**
Court 7 – 16	**189.83**
Capital Police	**189.83**
Public Archives	**607.67**
Sussex Court House	**607.67**
State Police Troop #5	**189.83**
State Police Troop #2	**189.83**
Sussex County D.M.V.	**189.83**
Woodburn House	**128.92**
William Penn	**189.83**
Kent County Court House	**189.83**
Haslet Armory	**189.83**
Kent County Family Court	**379.67**
Delaware Veterans Home (added Sept. 1, 09)	**600.00**
MONTHLY TOTAL	**$8589.12 mo**

CONTRACT TOTAL VALUE- YEARLY **103069.44 yr**

Award Notice
Contract No.: GSS07079-CHILLER_MAINT

HOURLY RATE STRAIGHT TIME **w/4.5% increase**

Mechanics - $ 106.50
Helpers - $ 106.50

HOURLY RATE HOLIDAYS & WEEKENDS **w/4.5% increase**

Mechanics- $ 154.00

Helpers - $ 154.00

TRAINED PERSONNEL INFORMATION

Name: Tony Dinger , Service Manager
Wesley Killebrew, Sales Manager

Phone# 1-302-322-8870

DELIVERY

Ship Stock Next Day ARO	
Ship Non-Stock ND or when avail from vendor ARO	

COMPANY:

Carrier Corporation
126 Quigley Boulevard
New Castle DE 19720

(prices updated 08/18/08)