

December 15, 2010

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

FROM: ALISHA MCCULLOUGH  
STATE CONTRACT PROCUREMENT SUPERVISOR  
302-857-4556

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS09582-EQUIPMAINT**  
EQUIPMENT MAINTENANCE MANAGEMENT PROGRAM

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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 the Division of Support Services, Department of Administrative Services. 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 from January 15, 2010 through April 15, 2011. Each contract may be renewed for three (3) additional one year periods through negotiation between the contractor and the Division of Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

**3. VENDORS:**

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<p>Contract GSS09582-EQUIPMAINTV01          State of Florida Contract # 477-860-08-1          Electronic Risks Consultants          Contact: Robert Tolomeo          Address: 456 Route 22 West                    Whitehouse Station, NJ 08889          Telephone: 866-372-7283          Fax: 866-372-3291          Email: <a href="mailto:rtolomeo@erc-corp.com">rtolomeo@erc-corp.com</a>          Website: <a href="http://www.erc-corp.com">www.erc-corp.com</a>          FEIN: 22-3336587</p>	<p>Contract GSS09582-EQUIPMAINTV02          State of Florida Contract # 477-860-08-1          Specialty Underwriters          Contact: George J. Nellessen          Address: 9667 S. 20<sup>th</sup> Street                    Oak Creek, WI 53154          Telephone: 800-558-9910          Fax: 414-281-1111          Email: <a href="mailto:gnelless@su-group.com">gnelless@su-group.com</a>          Website: <a href="http://www.su-group.com">www.su-group.com</a>          FEIN: 39-1915737</p>
<p>Contract GSS09582-EQUIPMAINTV03          GSA FSS Contract # GS-21F-0093V          The Remi Group, LLC          Contact: Chris Steuber          Address: 11325 N. Community House Rd                    Suite 300                    Charlotte, NC 28277-0524          Telephone: 888-451-8916 or 704-887-2920          Fax: 704-887-2916          Email: <a href="mailto:csteuber@theremigroup.com">csteuber@theremigroup.com</a>          Website: <a href="http://www.theremigroup.com">www.theremigroup.com</a>          FEIN: 55-0808152</p>	

**4. ORDERING INSTRUCTIONS:**

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All services are ordered by the Customer via purchase order. The Contractor shall not deliver or furnish services until a customer transmits a purchase order. All purchase orders shall bear the Contract Number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contract's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer.

The contractor, its subcontractor(s) or assignee(s) must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State of Delaware's option, without imposing any additional fees, costs or conditions.

**5. PRICING:**

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Prices will remain firm for the term of the contract year. See paragraph # 9 for the minimum Discount pricing structure.

**6. ELIGIBLE EQUIPMENT:**

Communications, data processing, facilities, mail processing, and office equipment. Other specialized equipment may also be eligible. (Contact the vendor)

**7. SCOPE OF SERVICE:**

At no cost or obligation, the vendor will complete a Cost Reduction Initiative. A Cost Reduction Initiative will include a Baseline Report showing the current cost associated with repairing and maintaining eligible equipment, and the gross savings that could be realized if the Cost Reduction Initiative is implemented.

**8. COST:**

There is no additional cost to the State to use the services offered through this contract.

**9. MINIMUM DISCOUNT:**

Each Customer is strongly encouraged to negotiate greater discounts than the minimums listed below.

<b>Vendor Name:</b>	<b>Minimum Discount:</b>
Electronic Risks Consultants	<b>28% - 30%</b>
Specialty Underwriters	<b>25%</b>
The Remi Group	<b>26%</b>

**10. INFORMATION NEEDED:**

For quotes, agencies will need to send to the vendor(s) information including copies of the manufacturer/seller's offered maintenance agreement/contract and lists of equipment to be covered (including make, model, serial number, and cost).

**ADDITIONAL TERMS AND CONDITIONS**

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**11. 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, contact name and phone number.

**12. 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 State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor, its subcontractor(s) or assignee(s), or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

**13. 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.

**14. 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 State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

**15. 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.

**16. 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.

**17. 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.