



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 15, 2010

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4557

SUBJECT: **AWARD NOTICE – Addendum # 3, effective April 16, 2011**
CONTRACT NO. GSS09582-EQUIPMAINT
EQUIPMENT MAINTENANCE MANAGEMENT PROGRAM

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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 contractor's contract shall be valid from January 15, 2010 through April 12, 2011. Each contract may be renewed for three (3) additional one year periods through negotiation between the contractor, the State of Florida and Government Support Services.

The Florida Participating Addendum with Electronic Risk Consultants and the GSA Participating Addendum with the Remi Group have been extended through April 15, 2012.

3. VENDORS:

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| | |
|---|---|
| Contract GSS09582-EQUIPMAINTV01 State of Florida Contract # 477-860-08-1 FSF Vendor ID: 0000017004 Electronic Risks Consultants Contact: Robert Tolomeo Address: 456 Route 22 West Whitehouse Station, NJ 08889 Telephone: 866-372-7283 Fax: 866-372-3291 Email: rtolomeo@erc-corp.com Website: www.erc-corp.com | Contract GSS09582-EQUIPMAINTV02 State of Florida Contract # 477-860-08-1 FSF Vendor ID: 0000022989 Specialty Underwriters Contact: George J. Nellessen Address: 9667 S. 20 th Street Oak Creek, WI 53154 Telephone: 800-558-9910 Fax: 414-281-1111 Email: gnelless@su-group.com Website: www.su-group.com |
| Contract GSS09582-EQUIPMAINTV03 GSA FSS Contract # GS-21F-0093V FSF Vendor ID: 0000031837 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: csteuber@theremigroup.com Website: www.theremigroup.com | |

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:

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

7. SCOPE OF SERVICE:

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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:

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

9. MINIMUM DISCOUNT:

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

| Vendor Name: | Minimum Discount: |
|------------------------------|--------------------------|
| Electronic Risks Consultants | 28% - 30% |
| Specialty Underwriters | 25% |
| The Remi Group | 26% |

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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10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

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products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

16. 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.

17. 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>.