



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

June 19, 2012

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

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

SUBJECT: **AWARD NOTICE – ADDENDUM #2** (Effective September 1, 2014)  
**CONTRACT NO. GSS12553A-FLD\_SVC\_MAINT**  
**FIELD SERVICE MAINTENANCE**

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

1. **MANDATORY USE CONTRACT:** ..... 2

2. **CONTRACT PERIOD:** ..... 2

3. **VENDORS:** ..... 2

4. **SHIPPING TERMS:** ..... 2

5. **PRICING:** ..... 2

**ADDITIONAL TERMS AND CONDITIONS**..... 3



**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT**

[\(Return to Table of Contents\)](#)

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

**2. CONTRACT PERIOD**

[\(Return to Table of Contents\)](#)

Each Vendor’s contract shall be valid for a one (1) year period from September 1, 2012 through August 31, 2013. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended and will remain in effect until August 31, 2014.

**This contract has been extended and will remain in effect until August 31, 2015.**

**3. VENDORS**

[\(Return to Table of Contents\)](#)

GSS12553A-FLD_SVC_MAINTV01 <b><u>Federal Resources Supply Company</u></b> 235-G Log Canoe Circle Stevensville, MD 21666 POC: Caroline Hurd PH: 800-892-1099 FX: 410-643-7701 Email: <a href="mailto:caroline.hurd@federalresources.com">caroline.hurd@federalresources.com</a> FSF: 0000095476	GSS12553A-FLD_SVC_MAINTV02 <b><u>Safeware, Inc.</u></b> 3700 Hubbard Road Landover, MD 70785 POC: Charles Radcliffe PH: 301-683-1234 FX: 301-683-1240 Email: <a href="mailto:cradcliffe@safewareinc.com">cradcliffe@safewareinc.com</a> FSF: 0000029821
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**4. SHIPPING TERMS**

[\(Return to Table of Contents\)](#)

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

**5. PRICING**

[\(Return to Table of Contents\)](#)

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

See associated Pricing Spreadsheet for contract rates.

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**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. REQUIREMENTS**

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Field Service Maintenance as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services. A contract is needed to cover required service level maintenance of chemical, biological, and radiological detection equipment and personal protective clothing under the State's Homeland Security Program.

**11. 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.

## **12. 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.

## **13. 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.

## **14. 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>.

## **15. SCOPE OF WORK**

- a. The vendor will under the terms of the contract perform pressure testing on level “A” suits. The State will receive all passes and fail detail results documented on CD ROM as well as a hard copy along with inputting into the asset tracking program.
- b. The vendor will complete flow testing of the State’s SCBA’s per manufacturer’s specifications and replace all batteries. The State will receive all test records on a CD ROM for fast access as well as hard copies along with inputting into the asset tracking program. The vendor shall also maintain a copy for record. Certifications will be provided by the vendor.
- c. The vendor will provide under the terms of the contract any fit testing to the ordering agency using Porta-Counter Quantitative, or approved equal fit test equipment.
- d. The vendor will provided under the terms of the contract any breathing air sampling testing as needed to each air compressor or cascade system. This service is to have results turn over and lead-time of no more than seventy-two (72) hours.
- e. The vendor will provide under the terms of the contract preventative maintenance services on an annual basis. Service is preferred to be conducted on site in the State of Delaware by a factory trained and certified repair technician. Vendor must provide proof of certification from manufacturer.
  - Calibration
  - Cleaning
  - Diagnostics
  - Factory Check
  - Service Pump
  - Software Upgrades
  - Internal Filter Replacement
  - Sensor Checks
  - Boards Checked for Corrosion
  - Expired Consumables
- f. The vendor’s price will include all testing and maintenance for each item. Repairs will be bid on an hourly rate as well as percentage off catalog price for parts.
- g. The equipment list provided is based on estimated and may not include all items. Items may be added or deleted as deemed appropriate.
- h. Annual Service for Smith Detection Bio-Seeq detection:
  - Calibration of Thermal Circler modules.
  - Upgrade Software.
  - Functional certification testing.
  - Battery charger, case and charger.
  - 5-10 service days lead time.

i. Annual Service for Smith Detection APD2000 units:

- **Loaner Unit.**
- Repair/replace defective components through normal use of system.
- Software updates for purchased configurations.
- Six-month radiation wipes test and simulation generator evaluation.
- Sieve pack and ammonia source, as required.

j. General Requirements

1. The vendor will provide at no charge to the State free pick-up and delivery of all detection equipment needing service and/or repair within the State.
2. The vendor will provide a point of contact and a local telephone number for all repair and service orders to be called into.
3. The vendor will set-up a specific service account which will track any and all services performed on equipment by; the ordering agency, the equipment serial number, manufacturer's name, all service or repairs completed.
4. Under the proposal as services and repairs are completed on any equipment or instrumentation the account will be debited and an invoice generated against the account.
5. Under the proposal the Delaware Emergency Management will provide a listing of all authorized persons that may approve additional services on any equipment that exceeds the limit on service as necessary.
6. The vendor is to supply consumables with 100% of the life. If replacement of consumables or repair will cost more than 50% of the price it will be the agency discretion as to how to proceed.
7. An asset tracking and management program will be developed to include the items name, serial number, pertinent details and track all maintenance cost associated with the instrument. This will be a web based program allowing access from remote sites and different agencies the ability to review their equipment. Non WMD-funded equipment may also be added by the agency.