



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 30, 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 #3 - Effective July 31, 2012**
CONTRACT NO. GSS12610A-ICEMACHINEPMR
ICE MACHINE & REFRIGERATION PM AND REPAIR

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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, 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 for a one (1) year period from June 1, 2012 through May 31, 2013. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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The Electric Motor Repair Co. FSF: 0000029405	
Northern Area 263 Quigley Blvd. New Castle, DE 19720 POC: William Boling PH: 302-322-1179 Email: bboling@emrco.com	Southern Area (Milford to Harrington and everything south) Branch Manager – Don Chesser Service Dispatcher – Marc Harrington PH: 410-543-8080 or 877-753-8080 Email: jlawrence@emrco.com

4. SHIPPING TERMS:

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

5. PRICING:

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

See attached Pricing Spreadsheet for rate information.

Award Notice – Addendum #1 & Pricing Spreadsheet – Addendum #1 have been issued to add additional equipment to the contract.

Award Notice – Addendum #2 & Pricing Spreadsheet – Addendum #2 have been issued to add additional equipment to the contract (DelDOT equipment for repair only).

ADDITIONAL TERMS AND CONDITIONS

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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:

To provide Preventative Maintenance and additional repair services on all equipment items listed in this document and Appendix C. Preventative Maintenance plus repair services shall be defined as:

Providing necessary labor, materials, supplies; including refrigerant, supervision and travel that will allow for the successful bidder(s) to maintain all covered equipment in prime operating condition, consistent with manufacturer's service recommendations. No mileage or vehicle charges will be permitted under this contract.

The contractor will be properly licensed and certified to handle all necessary refrigerants. The contractor will be responsible for disposal of all refrigerants.

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. PREVENATIVE MAINTENANCE

Providing all necessary labor, materials, supplies, supervision, and travel. All preventative maintenance visits will be properly documented to list all deficiencies found, work performed, parts installed, number of technicians responding, travel time to the job site, and any other pertinent information. Documentation shall be provided to the Food Service or other designated Director.

Due to Department of Correction security requirements, contractors must be escorted while working at the site, and therefore, 72 hours notice will be required to schedule normal preventative maintenance visits.

16. REPAIR SERVICE

The successful bidder(s) 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. Providing all necessary labor, materials, supplies, supervision, and travel. All repair visits will be properly documented to list all deficiencies found, work performed, parts installed, number of technicians responding, travel time to the job site, and any other pertinent information. Documentation shall be provided to the Food Service or other designated Director.

17. EMERGENCY SERVICE

The successful bidder(s) shall provide emergency service on an “as required basis.” All labor, travel costs, and supplies will be the responsibility of the bidder(s). Compensation shall be limited to payment of the appropriate labor rate for time actually spent on the repairs and parts. Travel time/expenses are the responsibility of the successful bidder(s) and will not be reimbursed.

Emergency service shall be provided, as needed on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call, the successful bidder(s) has a maximum of three (3) hours to respond and be on site to this call.

If the successful bidder(s) is unable to respond within three (3) hours and/or the malfunction or emergency is such that immediate action is required, then the State’s employees, may take such action as may be necessary under the circumstances.

18. CONTRACT MEETINGS

The successful bidder(s) will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price.

Upon award of the contract and prior to the start of any work, the successful bidder(s) shall be available for an initial job meeting with representatives from the various agencies. This meeting shall include:

- a. The successful bidder(s) submission of a schedule of work to be reviewed and approved by the agencies.
- b. An introduction for each respective agency, chain of command, etc.

Unless otherwise directed, there shall be a periodic job meeting for the following purposes:

1. Review job progress and quality of work.
2. Identify and resolve problems, which impede planned progress.
3. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
4. Maintain a sound working relationship between the successful bidder(s) and the agencies, and a mutual understanding of the contract.
5. Maintain sound working procedures.

19. GENERAL SPECIFICATIONS

a. HOURS OF SERVICE

DOC locations: All service is to be performed from 7:00 AM to 3:30 PM, Monday thru Friday, including emergency (call in) service.

All other locations: All service is to be performed from 7:30 AM to 4:30 PM, Monday thru Friday, including emergency (call in) service.

Service and repairs performed due to Emergency calls outside the regular business hours above will be performed at hourly rates quoted on Appendix C.

Emergency call response time will be less than three (3) hours. Non-emergency call response time shall be less than twenty-four (24) hours.

b. AGREEMENT EXTRAS

Should inspection(s) indicate that repairs are necessary that are outside the scope of this agreement, the service contractor shall provide the agency in writing a composite price including labor, parts, material, and related expenses for these repairs. However, the agency 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 agency in writing of such conditions which must be corrected prior to the service contractor's acceptance.

Before making any repairs, outside the Preventative Maintenance Scope, the successful bidder(s) must receive prior approval from the ordering agency. All repair service and parts charged against this contract must be verified and approved by the ordering agency. Invoices for repairs must include a breakdown of time (how many hours worked) and parts.

c. 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.

d. 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 agency contact, one copy left on the jobsite in close proximity to the machine, and copies retained at the Successful Bidder's office.

e. EQUIPMENT

A list of all ice machine and refrigeration equipment to be covered under this contract can be found in the Pricing Spreadsheet. The successful bidder(s) will be responsible for maintaining the entire piece of equipment; not just the refrigerant systems. The State reserves the right to add or delete locations and/or equipment, as needed.

f. PREVENTATIVE MAINTENANCE REQUIREMENTS

Preventative maintenance will be performed twice a year/bi-annually. Preventative maintenance on each piece of equipment shall include; but not limited to, the following:

1. EVAPORATOR COMPONENTS

- a. Check for proper defrosts and cleanliness. Check amperage for defrost heater.
- b. Tighten all electrical connections.
- c. Ensure that motors and fans rotate freely.
- d. Check motors for proper voltage and lubricate, as necessary.
- e. Check for proper operation of defrost heaters and replace, as required.
- f. Clean drain pan and ensure that drain is not clogged.
- g. Clean evaporator coils with a food-grade cleaning foam.
- h. Check and record box temperature. Replace unit thermometer, if necessary. Adjust thermostat, if necessary.
- i. All replacement parts will be provided at no additional cost.

2. COMPRESSOR COMPONENTS

- a. Tighten all electrical connections.
- b. Check electrical components (contactors, capacitors, etc.). Replace as necessary.
- c. Check the defrost timer and defrost controls. Replace as necessary.
- d. Check operation of the safety and operating control system. Replace any defective parts.
- e. Check oil level in compressor, if applicable. Add oil, if necessary, and make needed repairs to prevent further oil loss.
- f. Check condition of refrigerant line insulation. Replace if it is deemed to be ineffective.
- g. Check for proper refrigerant level in the system. Add refrigerant as required and repair leaks.

- h. Check refrigerant sub-cooling, leaving the condenser, if applicable.
- i. Check refrigerant superheat at the compressor, if applicable.
- j. Check the discharge line temperature at the compressor.
- k. Check the refrigerant tubes for vibration wear. Protect as required.
- l. Check and record refrigerant discharge pressure.
- m. Check and record refrigerant suction power.
- n. Check voltage at compressor.
- o. Check amperage of compressor for over-current.
- p. All replacement parts will be provided at no additional cost.

3. CONDENSER COMPONENTS

- a. Clean condenser coils every other PM visit.
- b. Check that motors and fans rotate freely. Clean fan blades.
- c. Check motors for proper voltage and lubricate, as necessary.
- d. Tighten all electrical connections.
- e. Check electrical components (contactors, capacitors, etc.)
- f. All replacement parts will be provided at no additional cost.

4. OTHER PM REQUIREMENTS

- a. Replace water filters on each PM service.
- b. Observe an ice harvest for normal operation.