



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 20, 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 #1** (Effective September 1, 2013)
CONTRACT NO. GSS12661-KITCHENPMR
Kitchen Equipment Preventative Maintenance & Repair

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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 September 1, 2012 through August 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.

Contract has been extended one year through August 31, 2014.

3. VENDORS

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The Electric Motor Repair Co.
263 Quigley Blvd., Suite 12
New Castle, DE 19701
POC: William Boling
PH: 302-322-179
FX: 302-322-2207
Email: bboling@emrco.com
FSF: 0000029405

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 initial contract year. Refer to the incorporated Pricing Spreadsheet for PM and Repair rates.

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. 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.

11. 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.

12. 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.

13. 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>.

14. SCOPE OF WORK

Provide Preventative Maintenance and additional repair services on all equipment items as listed in Appendix C of this solicitation. Preventative Maintenance plus Repair services shall be defined as:

Providing all necessary labor, materials, supplies, including supervision 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 Original Equipment Manufacturer (OEM) procedures and guidelines, OEM parts, and OEM recommended oils, seals, gaskets, supplies, etc. to have a single, responsible bidder capable of providing the services described within this agreement. It is not intended that this Preventative Maintenance plus Repair Service be subcontracted out to another vendor.

NOTE: This contract does not cover the replacement and/or rebuild of any equipment. No refrigeration equipment is included in the scope of this contract.

15. PREVENTATIVE MAINENANCE DEFINED

Providing all necessary labor, parts, materials, supplies, supervision that will allow for the successful bidder to perform regular, scheduled preventative 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. **Preventative Maintenance shall be performed on a bi-annual (twice a year) basis. The “Preventative Maintenance required” section on the vendor proposal/price section is not all inclusive; vendor shall perform all preventative/maintenance services as standard preventative/maintenance services dictate.**

16. REPAIR SERVICE DEFINED

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 shall 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 Facility contact will determine “Critical Nature” of equipment. It is crucial to discuss this information with the Facility contact, Food Service Director or designee. The terms of this specification are for repair service of the listed equipment.

17. GENERAL SPECIFICATIONS

a. HOURS OF SERVICE

Provide all labor, materials, and equipment necessary to render service as follows: Initial response times are to be within 24 hours of notification by the facility in need of repair. Repairs are to be complete during the initial response or within 5 days after the initial visit. Hours of access and operation at the agencies can be found in the Appendix C document. Vendors shall be available to respond to calls within these hours and will not charge fees in excess of their proposal price to respond after the vendor’s normal working hours. Vendors will be required to respond on State Holidays or weekends.

The cost of unscheduled service at other than normal working hours shall be the responsibility of the facility; however, the contractor shall utilize the rate structure as bid on this contract. Expected response time for emergencies will be within 24 hours.

The contractor is to maintain an adequate inventory of necessary and customary parts in their service vehicles to make repairs at the initial visit in order to keep return visits to a minimum. Service vehicles are expected to ensure the vehicle is inventoried and a list is available upon request at all times when entering the prison locations.

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. PARTS REPLACEMENT/ REPAIRS

The vendor shall replace worn, failed or doubtful components and parts. Replacements shall be made with original manufacturer controls, or equivalent if original manufacturer parts are unavailable in order to maintain system integrity. Replacement parts in excess of \$400.00 will not be included as part of the agreement. No billable parts will be replaced without authorization from the Facility Contact.

Vendor shall not make replacements or repairs necessitated by reason of neglect or misuse of equipment by other than the contractor or by reason of any other cause beyond their control except ordinary wear and tear. In the event of suspected negligence, necessary repairs will be made on a time and material basis at prevailing labor rates. The Vendor and the Facility Contact will jointly determine negligence.

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

Any service of equipment not included on contract will be billed at the Standard Hourly Labor Rate as bid by the vendor for this contract.

18. SPECIAL REPORTS

The vendor 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 the Facility Contact upon completion of each inspection. 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 Facility Contact person so that a plan of action can be formulated for the timeliest repair to the equipment.

Submit written service reports with invoices to document hours of work and labor and parts

19. WARRANTY

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

The vendor also warrants against defects in materials, workmanship of all the vendor part(s) or component(s) supplied hereunder for the manufacturer's warranty period. If any parts(s) or component(s) should provide defective during the aforementioned warranty period, the vendor 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 vendor's obligation to repair, replace, or perform a service, on any defective part(s), component(s) or service shall be facility's exclusive remedy under this agreement.

Part(s), component(s) or services furnished by the vendor carry the same guarantee to the facility as the vendor receives. If the facility requests parts of services not included in this agreement, it is agreed that all requested part(s), component(s) or services supplied by the vendor will be accepted subject to the vendor's conditions of sale issued with each order.

20. ADDITIONAL REQUIREMENTS

- a. Vendor is responsible for obtaining any work permit or license for work performed in any City having jurisdiction.
- b. Vendor is responsible for meeting all codes and regulations for work performed in the City having jurisdiction.

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- c.** Equipment found to be operating improperly will be documented and brought to the attention of the Facility Contact person, and corrected, if approved by the Facility Contact. An estimated quote is required at no cost to the Facility.
- d.** Suspected abuse or negligence of equipment on the part of the facility shall be communicated to the facility contact by the technician. In the event an agreement is not reached, the matter will be deferred to the facility Food Services Administrator.
- e.** Submit written service reports with invoices to document hours of work and labor and parts. Any additional labor above and beyond the contract will be documented in this report.
- f.** Travel time and expenses are to be included as an integral part of the service and not billed separately.
- g.** The awarded vendor is required to identify what equipment is under contract by using a sticker or plate to be affixed to the equipment.
- h.** Vendor Log Sheet is attached for your review. This log sheet must be used when entering the facilities. The log will be maintained at or nearby the entrance to the kitchens.