



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 28, 2013

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

FROM: SHELLY K. ALIOA
STATE CONTRACT PROCUREMENT OFFICER
302-857-4553

SUBJECT: **AWARD NOTICE, Effective July 1, 2013**
CONTRACT NO. GSS13686-FOODSV_EQ
Commercial Foodservice Equipment

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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 vendor's contract shall be valid for a one (1) year period from July 1, 2013 through June 30, 2014. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than sixty (60) days prior to the termination of the current agreement.

3. VENDORS

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<u>Awarded Dealers</u>		
GSS13686-FOODSV_EQV01	GSS13686-FOODSV_EQV02	GSS13686-FOODSV_EQV03
Clark Food Service Equipment	Singer Equipment Company, Inc.	Todd Devin Food Equipment
2209 Old Philadelphia Pike	150 South Twin Valley Road	668 Stony Hill Road, PMB129
Lancaster, PA 17602	Elverson, PA 19520	Yardley PA 19067
Contact: Michelle Deascenti	Contact: Eric Gambler	Contact: Richard A. Devin
800-942-0412	610-387-6507	215-493-8282
mdeascenti@cfse.biz	egambler@singerequipment.com	rfkitchen@msn.com
FSF:	FSF:0000017768	FSF:0000058227
<u>Awarded Manufacturers</u>		
GSS13686-FOODSV_EQV04	GSS13686-FOODSV_EQV05	GSS13686-FOODSV_EQV06
AccuTemp Products, Inc	Advance Tabco	Brioch International
8415 N Clinton Park Drive	200 Heartland Blvd	6440 City West Parkway
Fort Wayne, IN 46825	Edgewood, NY 11717	Eden Prairie, MN 55344
Contact: John Pennington	Contact: Brien Pouch	Contact: Walt Brioch, Jr.
800-210-5907	631-242-4800	952-941-2270
jpennington@accutemp.net	brienp@advancetabco.com	wfbjr@arcticairco.com
FSF:0000179653	FSF:	FSF:0000179637
GSS13686-FOODSV_EQV07	GSS13686-FOODSV_EQV08	GSS13686-FOODSV_EQV09
Bally Refrigerated Boxes Inc	Beverage Air	Blodgett Ovens
135 Little Nine Drive	3779 Champion Blvd	44 Lakeside Avenue
Morehead City, NC 28557	Winston Salem, NC 27105	Burlington, Vermont 05401
Contact: Bill Stompf	Contact: Jennifer Ward	Contact: Chris Brinkerhoff
252-240-2829	614-309-8233	802-860-3725

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salesbs@ballync.com	jennifer.ward@bevair.com	cbrinkerhoff@blodgett.com
FSF:	FSF:0000179410	FSF:
GSS13686-FOODSV_EQV10	GSS13686-FOODSV_EQV11	GSS13686-FOODSV_EQV12
BSI LLC	Cadco, Ltd.	Captive-Aire Systems, Inc
5125 Race Court	145 Colebrook River Road	4641 Paragon Park Road
Denver, CO 80216	Winsted, CT 06098	Raleigh, NC 27616
Contact: Brad Juntunen	Contact: Kevin McTague	Contact: William Francis
800-662-9595	610-544-6377	800-334-9256 ext. 304
bradj@bsidesigns.com	mctagueinc@comcast.net	bill.francis@captiveaire.com
FSF:	FSF:0000179478	FSF:
GSS13686-FOODSV_EQV13	GSS13686-FOODSV_EQV14	GSS13686-FOODSV_EQV15
Champion Industries Inc.	CMA Dishmachines, LLC	Commercial Stainless, Inc.
3765 Champion Blvd.	12700 Knott Street	955 Patterson Drive
Winston-Salem, NC 27105	Garden Grove, CA 92841	Bloomsburg, PA 17815
Contact: Nathan Marshall	Contact: Joye Bradshaw	Contact: Brian Wawroski
336-661-1556	800-854-6417 ext. 214	570-387-8980
nmarshall@championindustries.com	joye.bradshaw@cmadishmachines.com	sales@commercialstainless.com
FSF:	FSF:	FSF:
GSS13686-FOODSV_EQV16	GSS13686-FOODSV_EQV17	GSS13686-FOODSV_EQV18
Continental Refrigerator	Crimasco	Dormont Manufacturing Company
539 Dunksferry Road	7737 N. 81st Street	6015 Enterprise Drive
Bensalem, PA 19020	Milwaukee WI 53223	Export, PA 15632
Contact: Kevin Brown	Contact: Jim Sherman	Contact: Mark Humenansky
215-244-1400	414-354-3080	724-387-3355
kbrown@nrac.com	jim.sherman@vulcanhart.com	mhumenansky@dormont.com
FSF:	FSF:	FSF:
GSS13686-FOODSV_EQV19	GSS13686-FOODSV_EQV20	GSS13686-FOODSV_EQV21
Eagle Group	Globe Food Equipment	Hatco Corporation
100 Industrial Blvd	2153 Dryden Road	635 South 28th Street
Clayton, DE 19938	Dayton, OH 45439	Milwaukee, WI. 53215
Contact: Mark Brenner	Contact: Tony Quesenberry	Contact: Mark Pumphret
302-653-3022	937-299-5493 ext. 247	800.558.0607
mbrenner@eaglegrp.com	tquesenberry@globeslicers.com	mpumphret@hatcocorp.com
FSF:	FSF:	FSF:0000179825
GSS13686-FOODSV_EQV22	GSS13686-FOODSV_EQV23	GSS13686-FOODSV_EQV24
Hoshizaki America, Inc.	Insinger Machine Company	InterMetro Industries Corp.
618 Highway 74 South	6245 State Road	641 North Washington Street
Peach Tree City, GA 30269	Philadelphia. PA 19135	Wilkes-Barre, PA 18705
Contact: Bill Crider	Contact: John Stern	Contact: Donald J. McAlonan
717-606-3445	215-624-4800	570-825-2741
bcrider@hoshizaki.com	jstern@insingermachine.com	rob.napkori@emerson.com
FSF:0000179577	FSF:	FSF:0000050335
GSS13686-FOODSV_EQV25	GSS13686-FOODSV_EQV26	GSS13686-FOODSV_EQV27

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Jackson WWS, Inc.	MEIKO USA Inc	New Age Industrial Corporation Inc.
6209 North U.S. Highway 25E	1349 Heil Quaker Blvd	16788 US Hwy 36, P O Box 520
Gray, Kentucky 40734	La Vergne, TN 37086	Norton KS 67654
Contact: Brett Beaty	Contact: David Ciampoli	Contact: Ranelle Hays
480-209-5219	800-556-3456	800-255-0104
brett.beaty@jacksonwws.com	Sales@meiko.us	sales@newageindustrial.com
FSF:0000179418	FSF:0000179574	FSF:0000180227
GSS13686-FOODSV_EQV28	GSS13686-FOODSV_EQV29	GSS13686-FOODSV_EQV30
Nor-Lake, Inc	Pitco Frialator, Inc.	Scotsman Ice Systems
727 Second Street	P.O. Box 501, Concord	775 Corporate Woods Parkway
Hudson, WI 54016	Concord, NH 03302	Vernon Hills, IL 60061
Contact: Barbara Belongia	Contact: Gregory N. Moyer	Contact: Ken Harris
715-386-2323	603-230-5526	800-726-8762
bbelongia@norlake.com	gmoayer@pitco.com	customer.relations@scotsman-ice.com
FSF:0000179795	FSF:0000179705	FSF:
GSS13686-FOODSV_EQV31	GSS13686-FOODSV_EQV32	GSS13686-FOODSV_EQV33
Southbend	Structural Concepts Corporation	T&S Brass and Bronze Works Inc
1100 Old Honeycutt Road	888 East Porter Street	2 Saddleback Cove Road
Fuqay-Varina, NC 27526	Muskegon, MI 49441	Travelers Rest, SC 29690
Contact: Larue McRae	Contact: Danielle McMiller	Contact: Kevin McTague
919-762-1000	231-798-4960	610-544-6376
lmcrae@southbend.com	dmcmliller@structuralconcepts.com	mctagueinc@comcast.net
FSF:	FSF:	FSF: 0000179400
GSS13686-FOODSV_EQV34	GSS13686-FOODSV_EQV35	GSS13686-FOODSV_EQV36
AFE Victory Inc.	ITW Food Equipment, LLC	Steril-Sil, LLC
110 Woodcrest Road	2006 Northwestern Pkwy	1050 Commonwealth Ave.
Cherry Hill, NJ 08003	Louisville, KY 40203	Boston, MA 02215
Contact: Eileen Kuriskin	Contact: Robin S. Pearson	Contact: Brian Schilling
856-428-4200	502-778-2791	717-405-2258
e.kuriskin@victoryrefrigeration.com	robin.pearson@vulcanfeg.com	quotes@sterilsil.com
FSF:0000179509	FSF:0000019718	FSF:
GSS13686-FOODSV_EQV37	GSS13686-FOODSV_EQV38	GSS13686-FOODSV_EQV39
American Food Service - Useco	Master-Bilt	Piper Products
735 Florence Rd	908 Highway 15 North	300 S. 84th Ave.
Savannah, TN 38372	New Albany, MS 38652	Wausau, WI 54401
Contact: John Westbrooks	Contact: Dave Cahoy	Contact: Jennifer Sweeney
800-447-4693	612-770-5528	715-842-2724
jwestbrooks@americanfoodserviceco.com	dcahay@master-bilt.com	jsweeney@piperonline.net
FSF:	FSF:	FSF:0000090982

4. SHIPPING TERMS

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

5. DELIVERY

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All Deliveries will be F.O.B. DESTINATION to any using agencies within the State of Delaware.

All items ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of purchase order, unless otherwise agreed to, in writing, between the utilizing agency and the Contractor. If no delivery date is specified, it is understood delivery will be thirty (30) days ARO.

All agencies reserve the right to issue a single purchase order that requires delivery at multiple locations.

The awarded vendor(s) shall be required to deliver, assemble, and demonstrate the equipment ordered on each purchase order. Failure to provide these services may be determined breach of contract.

6. PRICING

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The Awarded Suppliers may update the contract price lists at the end of each six (6) month period, during the contract period to reflect new products, manufacturer's price changes, and deletion of discontinued products. The first update is allowed after the contract has been in effect for 6 months. Price updated must be received by the 15th of the month previous to the month where changes will take effect and will be processed by the end of the month.

All pricing shall be submitted in US Dollars.

See the Pricing Spreadsheet posted on the contract information page for all applicable discounts.

ADDITIONAL TERMS AND CONDITIONS

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7. 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.

8. 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.

9. 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. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any

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time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

10. 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.

11. REQUIREMENTS

This contract will be issued to cover the Commercial Foodservice Equipment requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

12. 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.

13. 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.

14. 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.

15. 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>.

16. MINIMUM ORDER

No minimum order amount.

17. PRODUCT ORDERS

Vendors are reminded that a request for a bid or quote for available products and/or services is not a guarantee that the product identified will be ordered. Vendors shall not place orders for any products until a properly executed Purchase Order (PO) has been delivered, and all aspects of the installation, delivery, and/or modification have been completed.

If a vendor pre-orders based on the receipt of a quote, the agency will not be accountable for the purchase of the product until a PO has been received.

18. PACKAGING

Packaging shall conform to acceptable industry standards.

19. PRICE LISTS

Any reference, which may appear on any price list, to any terms and conditions, such as, F.O.B. Shipping Point or prices subject to change, will not be part of any contract with the successful bidder(s) and will be disregarded. Contractors agree to supply both hard and electronic copies of the Catalogs and Price Lists as requested by utilizing agencies.

20. PRODUCT UPDATE

The Awarded Suppliers may update the contract price lists at the end of each six (6) month period, during the contract period to reflect new products, manufacturer's price changes, and deletion of discontinued products. The first update is allowed after the contract has been in effect for 6 months.

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Price updated must be received by the 15th of the month and will be processed by the end of the month.

To request review and approval of the updated price list suppliers shall submit a letter to:

**Government Support Services
Attn: Shelly Alioa, State Contract Procurement Officer
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

The Supplier shall itemize all changes in a clear and concise fashion. It is the responsibility of the supplier to adequately justify changes. All requests for updates must be accompanied by the manufacturer's latest, official, published price list along with a letter of verification from the manufacturer. If approved, an updated contract will be issued listing the updated price list; it will then be the responsibility of the supplier to distribute the price list to the users.

At no time are awarded suppliers allowed to unilaterally change products or pricing. Orders will be monitored to ensure compliance.

21. WARRANTY

Vendor must warrant all equipment including parts and labor, against defects in workmanship and materials for a minimum of one (1) year unless the manufacturer's standard warranty applies for a longer term which must then be held past the one (1) year minimum. Warranty service may be performed at the requesting agency site or at the vendor's service center, however, the vendor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, manufacturers' standard warranties for equipment will apply, unless they conflict with the above warranty provisions.

WARRANTY SHALL COMMENCE WITH FINAL ACCEPTANCE AND:

- a. The contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from date of acceptance by the buyer.
- b. During the warranty period, vendor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the vendor.
- c. The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

22. CONDITION OF PRODUCT

ALL EQUIPMENT OFFERED IN RESPONSE TO THIS INVITATION TO BID MUST BE NEW. NO REMANUFACTURED EQUIPMENT MAY BE OFFERED UNDER THIS CONTRACT.

All equipment delivered shall be free from physical and operational defects. Items that are defective on receipt shall be corrected, repaired or replaced at the agencies direction. The vendor may modify the delivered price for any small physical defects so long as the equipment operates as new and warranty is not affected. On written agreement with the agency, the agency shall waive rights to future claims to correct the same defect in exchange for a reduction in price.

23. SERVICES

Bidders may offer to provide additional related services (maintenance, training, relocation of equipment, etc.) in conjunction with the equipment items they are offering to supply under this contract. Bidders should include with their bids a list of all such services with the associated prices. The prices will provide using agencies with better capability to analyze manufacturers' products based upon life cycle costs. These services and their associated prices will not be a factor in bid evaluation and award of the contract. The State of Delaware does, however, reserve the right to restrict the services which can be procured under the contract and not to include any services if either the prices are unacceptable or services are outside of the acceptable scope of additional services.

24. INSTALLATION

If the ordering agency requires installation of the equipment, the agency should negotiate an installation price with the awarded supplier and add it to the purchase order as a separate line item. If installation is required certain statutory provisions (as outlined in item 26. Below) may be required based upon the total cost of the equipment, the type of equipment, and type of installation.

25. MINIMUM WAGE RATES

Contractor and agencies should be aware certain aspects of work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor.

Request for prevailing wage certification can be found at:

<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1>.

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

26. PERFORMANCE BONDS AS REQUIRED BY AGENCY

Performance Bond Waived for overall contract.

The requesting agency reserves the right to require the successful bidder furnishes a 100% Performance Bond to the requesting agency with surety in the amount of 100% of the specific project award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

27. MANUFACTURER PARTS OR ACCESSORIES

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Vendors are encouraged to offer discounts off of catalog prices on separately supplied manufacturer parts or accessories. IF a vendor opts to include this option, the submitting vendor shall provide a current part and/or accessory catalog with list prices and one (1) percentage discount offered from each of the catalog(s) supplied. The discount does NOT have to equal the discount offered on the primary kitchen equipment identified in the solicitation.

Please note the percentage part and/or accessory discount on the Exceptions page provided (Attachment 3).

Service and repair outside of manufacturer's warranty is covered under a separate contract.

28. ACCESS TO OTHER CONTRACTS

The State of Delaware may maintain other independent contracts that may overlap with the services offered by a submitting vendor. At a minimum, the following contracts may provide some related services:

Contract No. GSS12610A-ICEMACHINE, Ice Machine and Refrigeration Preventive Maintenance and Repair http://contracts.delaware.gov/contracts_detail.asp?i=1145

Contract No. GSS12661-KITCHENPMR, Kitchen Equipment Preventive Maintenance & Repair http://contracts.delaware.gov/contracts_detail.asp?i=1241

For any agency seeking repairs or preventative maintenance for the referenced products, the above referenced contracts will take precedence. If the contracted vendors are unable or unwilling to complete repairs then agencies shall retain the right to utilize services bid and awarded through the Commercial Food Service contract.

29. AGENCY UTILIZATION PARAMETERS

All agencies utilizing the referenced vendors for the procurement of Food Service Equipment and installation are encouraged, but not required, to obtain quotes from multiple vendors. Based on initial expectations of the award structure, there will be several vendors that will offer similar or equivalent products. By obtaining multiple bids from the contracted vendors, the agency will attempt to ensure efficient utilization that meets their best interests.