STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 28, 2014

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

FROM: NINNA VAUGHN
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4584

SUBJECT: **AWARD NOTICE – ADDENDUM #7 (Effective November 1, 2018)**
CONTRACT NO. GSS14661-KITCHENPMR
Kitchen Equipment Preventative Maintenance & Repair

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OF
KEY CONTRACT INFORMATION

Award Notice – Addendum #7
Contract No. GSS14661-KITCHENPMR

KEY CONTRACT INFORMATION

This contract has been multiple awarded. State Agencies should review all contract documents associated with the award prior to contacting any of the vendors.

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, 2014 through August 31, 2015. Each contract may be renewed for three (3) one (1) year periods 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. ADDENDUM HISTORY

This contract has been extended one year through August 31, 2016 under the same pricing, terms and conditions.
Contract has been extended one year, through August 31, 2017 under the same pricing, terms and conditions.
Contract has been extended one year, through August 31, 2018 under the same pricing, terms and conditions.
Contract has been extended one month, through September 30, 2018 under the same pricing, terms and conditions.
Contract has been extended one month, through October 31, 2018 under the same pricing, terms and conditions.
Contract has been extended one month, through November 30, 2018 under the same pricing, terms and conditions.

Pricing Spreadsheet Addendum #1 adds equipment to the contract for Buena Vista Conference Center.
Pricing Spreadsheet Addendum #2 removes equipment at HRYCI. New equipment has been placed: having a two year warranty.
Pricing Spreadsheet Addendum #3 updates contact information for Gregg and Sons Mechanical, effective April 27, 2015.
Pricing Spreadsheet Addendum #4 updates contact information for The Electric Motor Repair Co., effective August 28, 2015.
Pricing Spreadsheet Addendum #5 adds equipment to the contract for DelDOT and updates contact information for American Kitchen Machinery and Repair and the State Contract Procurement Officer effective August 31, 2017
Pricing Spreadsheet Addendum #6 removes American Kitchen Machinery and Repair from the contract effective October 1, 2018.

4. VENDORS

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Each Agency location will be responsible for selecting which vendor they choose to service their equipment. If the location has equipment that requires both PM & Repair the same vendor will be utilized for both. Should a location decide for whatever reason to switch the coverage from one vendor to another the Agency location will be required to provide the vendors with a 30-day written notice.

GSS14661-KITCHENPMRV02 **The Electric Motor Repair Company (EMR)** 263 Quigley Blvd. New Castle, DE 19720 FSF: 0000029405	GSS14661-KITCHENPMRV03 **Gregg & Sons Mechanical** 5756 DuPont Parkway Smyrna, DE 19977 FSF: 0000076261
Refer to Pricing Spreadsheet file for vendor contact information.	

5. SHIPPING TERMS

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

6. PRICING

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Prices will remain firm for the term of the contract year. Refer to the Pricing Spreadsheet document associated with this award for PM and repair costs.

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. Substitutions may require the submission of written specifications and product 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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14661-KITCHENPMR on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

13. 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.

14. 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.

15. 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.

16. 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.