



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 15, 2014

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

FROM: Walt Gorman
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – ADDENDUM #3, Effective May 1, 2018**
CONTRACT NO. GSS14679-GEN_PM_REP
Generator Maintenance and Repair

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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 two (2) year period from May 1, 2014 through April 30, 2016. Each contract may be renewed for three (3) additional 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.

Addendum #1 extends the contract for one year through April 30, 2017.

Addendum #2 extends the contract for one year through April 30, 2018.

Addendum #3 extends the contract for one year through April 30, 2019.

3. VENDORS

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GSS14679-GEN_PM_REPV01 Curtis Engine & Equipment, Inc. 3915 Benson Avenue Baltimore, MD 21227 POC: David Speargas PH: 410-852-0163 FX: 410-536-2098 EM: dspeargas@curtisengine.com FSF: 0000088520	GSS14679-GEN_PM_REPV02 Premium Power Services, LLC 505 Schoolhouse Road Kennett Square, PA 19348 POC: Tina Mast PH: 610-444-1232 FX: 610-444-2120 EM: tina.mast@premiumpowerservices.com FSF: 0000033582
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4. PRICING

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

Refer to pricing spreadsheet for covered equipment, location and price per visit for preventive maintenance. Hourly rates and parts discounts apply for repairs as noted per vendor.

ADDITIONAL TERMS AND CONDITIONS

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5. 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.

6. 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.

7. 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.

8. 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.

9. PURCHASE ORDERS

Agencies are required to identify the contract number GSS14679-GEN_PM_REP on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. REQUIREMENTS

Preventive Maintenance – All work shall be performed during normal working hours from 7:00am to 3:00pm weekdays for the Department of Corrections and 8:00am to 4:30pm for all other locations. No work shall be performed on weekends or Delaware State holidays.

Maintenance Schedule – The contractor shall develop and maintain a maintenance schedule for each generator. The contractor shall also develop and maintain a maintenance log for each generator, listing all work performed, date of service and signature of technician performing the work. This log shall be forwarded to the Agency Point of Contact (POC) responsible for the specific generator location. A copy of the detailed log of the work performed shall accompany each invoice.

Repairs – The contractor shall be available and capable of providing necessary repair service 24 hours a day, 365 days a year, if needed. Normal working hours shall be considered from 7:00 am to 4:30 pm weekdays. Overtime may be charged for work performed outside normal working hours, provided prior authorization is granted by the Agency POC in the location where the work is to be performed. Overtime hours shall apply to nights, weekend and major State holidays.

Response Time for Repairs – Responses to a service call is expected to be within the same day and shall be made within four (4) hours or less. Telephone support shall be immediate. Emergency repairs shall be completed at the time or other available means of alternative power shall be arranged, i.e., rental of an emergency source of power.

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

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.

Award Notice - Addendum #3

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- 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>.