**STATE OF DELAWARE**
**EXECUTIVE DEPARTMENT**
**OFFICE OF MANAGEMENT AND BUDGET**

June 26, 2017

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4549

SUBJECT: **AWARD NOTICE – Addendum #1 Effective January 2, 2019**
**CONTRACT NO. GSS17686-FOODSV_EQ**
**Commercial Food Service Equipment**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
Phone: (302) 857-4550 – Fax: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## 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 two (2) year period from July 1, 2017 through June 30, 2019. 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 ninety (90) days prior to the termination of the current agreement.

1. **Addendum # 1 extends the contract through June 30, 2020.**

### 3. VENDORS

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| AWARDED MANUFACTURER/ DEALER |
|---|
| **The JonesZylon Company, LLC** |
| 300 N Center Street |
| W. Lafayette OH 43845 |
| Tracey Zachrich/CEO |
| 740-545-6341 |
| 877-632-6344 |
| jzsales@joneszylon.com |
| Tracey Zachrich |
| 740-545-6341 |
| GSS17686-FOODSV_EQV03 |
| FSF: 0000338386 |

| **Authorized Dealers** | | |
|---|---|---|
| **Todd Devin Food Equipment, Inc.** | **Singer Equipment Company** | **Clark Food Service Equipment** |
| 668 Stony Hill Road- PMB #129 | 150 South Twin Valley Road | 2207 Old Philadelphia Pike |
| Yardley, PA 19067 | Elverson, Pa. 19520 | Lancaster PA 17602 |
| Todd D. Devin | Mark Woolcock | Megan Longhi |
| 609-333-8805 | 610-387-6483 | 717-490-2449 |
| 609-333-02335 | 610-286-0784 | 717-392-8133 |
| tdfeinc@aol.com | mwoolcock@singerequipment.com | mlonghi@cfse.biz |
| Todd D. Devin | Eric Gambler | Megan Longhi |
| 609-333-8805 | 610-387-6507 | 717-490-2449 |
| GSS17686-FOODSV_EQV04 | GSS17686-FOODSV_EQV05 | GSS17686-FOODSV_EQ06 |
| FSF: 0000058227 | FSF: 0000017768 | FSF: 0000017859 |

| **Chef's Depot DBA Culinary Depot** | **Penn Jersey Paper** |
|---|---|
| 2 Melnick Dr | 9355 Blue Grass Road |
| Monsey, NY 10952 | Philadelphia, PA 19114 |
| Eli Potash | Paul Harman |
| 845 414 2230 | 800.992.3430 |
| 845 352 2700 | 215.676.6423 |
| elip@culinarydepot.biz | Pharman@pennjerseypaper.com |
| Eli Potash | Paul Harman |
| 845 414 2230 | 267.784.2757 |
| GSS17686-FOODSV_EQV07 | GSS17686-FOODSV_EQV08 |
| FSF: 0000039666<br>*Culinary Depot will expire on June 30, 2019 | FSF: 0000017719 |

## 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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**All pricing shall be submitted in US Dollars.**

See the Pricing Spreadsheet posted on the contract information page for all applicable discounts. Vendors may only offer pricing on items/ brands that they submitted a bid for.

## 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 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. PURCHASE ORDERS

Agencies are required to identify the contract number GSS17686-FOODSV_EQ 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

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.

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.

**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.

e. 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.

f. 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.

**17. MINIMUM ORDER**

No minimum order amount.

**18. 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.
**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.**

**19. PACKAGING**

Packaging shall conform to acceptable industry standards.

**20. 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 awarded vendor(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.**

**21. 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. 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: Steven Chillas, 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.

**22. 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 awarded vendor(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.

**23. CONDITION OF PRODUCT**

**NO REMANUFACTURED EQUIPMENT MAY BE OFFERED UNDER THIS CONTRACT. ALL EQUIPMENT MUST BE NEW.**

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.

**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

The Performance Bond has been waived for this contract.

## 27. 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. GSS14610ICEMACHINEPMR, Ice Machine and Refrigeration Preventive Maintenance and Repair** http://contracts.delaware.gov/contracts_detail.asp?i=2418

**Contract No. GSS14661-KITCHENPMR, Kitchen Equipment Preventive Maintenance & Repair** http://contracts.delaware.gov/contracts_detail.asp?i=2514

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.

## 28. 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.

## 29. ADDENDUM HISTORY

**1. Addendum #1 removes BCI, Inc. & Hubbell Heaters from the manufacturer list as they are already sold under other, authorized vendors. Addendum #1 extends the contract through June 30, 2020**.