



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

August 1, 2018

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

FROM: Ninna Vaughn  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4584

SUBJECT: **AWARD NOTICE – Addendum #2 (effective August 1, 2020)**  
**CONTRACT NO. GSS18365-BOTTLE\_WAT**  
**Bottled Water and Cooler Rental**

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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 August 1, 2018 through July 31, 2019. Each contract may be renewed for four (4) 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 - This contract has been extended for one year and is effective through July 31, 2020.  
**Addendum #2 – This contract has been extended for one year and is effective, through July 31, 2021, under the same terms and conditions.**

### 3. VENDORS

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GSS18365-BOTTLE_WATV01 <b>Eastern Shore Coffee &amp; Water</b> 31404 Old Ocean City Rd. Salisbury, MD 21804 POC: Troy Cash PH: 410-749-4494 EXT:1001 FX: 877-265-9962 EM: <a href="mailto:tcash@easternshorecoffee.com">tcash@easternshorecoffee.com</a> FSF: 0000299544	GSS18365-BOTTLE_WATV02 <b>DS Services of America, Inc.</b> 2300 Windy Ridge Pkwy, Suite 500N Atlanta, GA 30339 POC: Sharyea Jackson PH: 678-486-3503 FX: 678-460-3665 EM: <a href="mailto:sjackson@dsservices.com">sjackson@dsservices.com</a> FSF: 0000007467
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### 4. SHIPPING TERMS

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

### 5. DELIVERY/INSTALLATION

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- a) All Bottled Water, cooler units and related supplies and equipment must be delivered and installed at the location specified by using agency. The contractor must make delivery and complete installations within five (5) business days of receipt of request. Should the contractor need additional time, the contractor and the buying agency may agree, in writing (including but not limited to email) on a reasonable time frame of delivery and installation.
- b) Using agency will contact the awarded contractor of their choice. The agency will advise the contractor of the number of bottles necessary to service each cooler and its location.

- c) It will be the responsibility of the awarded contractor to determine/establish delivery schedules for each respective agency. Currently the State works on a bi-weekly delivery and would like to continue this way.
- d) Deliveries will be made on a bi-weekly delivery schedule, as mutually agreed by the Ordering Agency and contractor. In the event a delivery cannot be made and needs to be rescheduled, the ordering agency must be notified in writing prior to scheduled delivery and provided with a new delivery date, not to exceed 48-hours.

A penalty of \$25.00 per business day after the original delivery date will be deducted from either current or future invoice. Assessment of penalty does not waive contractor's responsibility under "non-performance". The ordering agency reserves the right to replace empty bottles through an alternate contractor and deduct any additional costs incurred by the State as a result from an open or future invoice.

## 6. EQUIPMENT

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DS Services of America, Inc. may provide new or like-new coolers and will repair or replace any cooler that is not operating properly at no cost and within 48 hours.

## 7. PRICING

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Prices will remain firm for the term of the contract year. Related pricing is available on a separate Pricing Spreadsheet.

Addendum #1 - Effective August 1, 2019 Eastern Shore Coffee & Water's 5-gallon bottled water jug (Spring and Purified Water) pricing will increase. Review pricing spreadsheet for more details.

**Addendum #2 – Effective August 1, 2020 Eastern Shore Coffee & Water pricing will increase. Review pricing spreadsheet for more details.**

## ADDITIONAL TERMS AND CONDITIONS

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### 8. 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.

### 9. 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.

## **10. 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.

## **11. 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.

## **12. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16365A-BOTTLE\_WATER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **13. 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.

## **14. 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.

## **15. 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.

In the event of an unforeseen circumstance that effects a delay or change in deliveries, the contractor must notify the ordering agency immediately in writing (including but not limited to email) of a new delivery date and/or time. The \$25 missed delivery penalty may not be used against a contractor if the contractor communicated a rescheduled delivery date and/or time to the ordering agency.

## 16. 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.

## 17. 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>.
- f. Be responsible for ensuring up to date contact information is provided to the vendor.