



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

December 28, 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 #1 Effective July 1, 2019**  
**CONTRACT NO. GSA19060-IONFLUX**  
**IonFlux Mercury**

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## 1. MANDATORY USE CONTRACT

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

Each contractor's contract shall be valid for a six (6) month period from December 28, 2018 through June 30, 2019. Each contract may be renewed for a period not to exceed the referenced GSA Contract GS-07F-052BA term. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**Addendum #1 extends this contract one month through July 31, 2019.**

## 3. VENDORS

**Samyak Solutions, Inc.**  
7109 Ordway Road  
Centerville, VA 20121

Seema Dixit  
Phone: 571-215-8621  
Fax: 703-995-4778  
[sdixit@samyak-inc.com](mailto:sdixit@samyak-inc.com)

FSF ID: 0000455071

## 4. SHIPPING TERMS

F.O.B. Origin Prepaid

## 5. PRICING

Reference Quotation #SSI-GSA-1447 at the end of this notice.

## 6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSA19060-IONFLUX on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **11. 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.

## **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>.

GSA Contract# GS-07F-052BA  
 Quotation#SSI-GSA-1447



7109 Ordway Road, Centreville, VA 20121

Quote Date:	11/15/18	TIN :	58-2493310
Quote number	SSI-GSA-1447	DUNS Number:	603481446
Payment Terms:	Net 30	Cage Code:	SWXG1
Expected Delivery:	TBD	Business Size:	Women-Owned Small Business
GSA Contract#	GS-07F-052BA	F.O.B.:	Origin Prepaid

Requested by:  
 DELAWARE STATE UNIV  
 ACCTS PAYABLE  
 1200 N DUPONT HWY  
 DOVER DE 19901-2277  
 Email: janilsun@desu.edu

PART NUMBER	CLIN	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
		<b>GSA ITEMS</b>			
693702	1	IONFLUX MERCURY	1	\$154,760.71	\$154,760.71
693708	2	IONFLUX 16 / MERCURY 16 PLATES Plate Type: Ensemble Box of 8 plates	1	\$ 1,257.43	\$ 1,257.43
693709	3	IONFLUX 16 / MERCURY 16 PLATES Plate Type: Single Cell (F1) Box of 8 plates	1	\$ 1,354.16	\$ 1,354.16
989999	4	MISC CHARGES	1	\$ 9,672.54	\$ 9,672.54
		SPECIAL DISCOUNT	1	\$ (17,614.84)	\$ (17,614.84)
		WARRANTY: One year parts and labor.			
<b>GRAND TOTAL</b>					<b>\$149,430.00</b>

Notes: All manufacturers terms and conditions apply including but not limited to Warranty's and Return policies. No additional warranty/services is offered or implied.

Thank you for the opportunity to bid. If you need additional information please contact us.

Contact Information:  
 Name: Seema Dixit  
 Phone no: 571-215-8621  
 Email: gsa@samyak-inc.com