



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 28, 2013

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

FROM: SHELLY K. ALIOA
STATE CONTRACT PROCUREMENT OFFICER
302-857-4553

SUBJECT: **AWARD NOTICE, Addendum #2, Effective July 1, 2014**
CONTRACT NO. GSS13686-FOODSV_EQ
Commercial Foodservice Equipment

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OF
KEY CONTRACT INFORMATION

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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 vendor's contract shall be valid for a one (1) year period from July 1, 2013 through June 30, 2014. 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 sixty (60) days prior to the termination of the current agreement.

Addendum #2 extends the contract for a term of one (1) year until June 30, 2015, all other contract terms and conditions apply.

3. VENDORS

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Awarded Dealers		
GSS13686-FOODSV_EQV01	GSS13686-FOODSV_EQV02	GSS13686-FOODSV_EQV03
Clark Food Service Equipment	Singer Equipment Company, Inc.	Todd Devin Food Equipment
2209 Old Philadelphia Pike	150 South Twin Valley Road	668 Stony Hill Road, PMB129
Lancaster, PA 17602	Elverson, PA 19520	Yardley PA 19067
Contact: Michelle Deascenti	Contact: Eric Gambler	Contact: Richard A. Devin
800-942-0412	610-387-6507	215-493-8282
mdeascenti@cfse.biz	egambler@singerequipment.com	rfkitchen@msn.com
FSF:0000017859	FSF:0000017768	FSF:0000058227
Awarded Manufacturers		
GSS13686-FOODSV_EQV06	GSS13686-FOODSV_EQV08	GSS13686-FOODSV_EQV09
AFE Victory Inc.	Bally Refrigerated Boxes Inc	Beverage Air
110 Woodcrest Road	135 Little Nine Drive	3779 Champion Blvd
Cherry Hill, NJ 08003	Morehead City, NC 28557	Winston Salem, NC 27105
Contact: Eileen Kuriskin	Contact: Bill Stompf	Contact: Jennifer Ward
856-428-4200	252-240-2829	614-309-8233
e.kuriskin@victoryrefrigeration.com	salesbs@ballync.com	jennifer.ward@bevair.com
FSF:0000179509	FSF:0000179788	FSF:0000179410
GSS13686-FOODSV_EQV10	GSS13686-FOODSV_EQV11	GSS13686-FOODSV_EQV12

Award Notice
GSS13686-FOODSV_EQ, Commercial Foodservice Equipment

Blodgett Ovens	Brioch International	BSI LLC
44 Lakeside Avenue	6440 City West Parkway	5125 Race Court
Burlington, Vermont 05401	Eden Prairie, MN 55344	Denver, CO 80216
Contact: Chris Brinkerhoff	Contact: Walt Brioch, Jr.	Contact: Brad Juntunen
802-860-3725	952-941-2270	800-662-9595
cbrinkerhoff@blodgett.com	wfbjr@arcticairco.com	bradj@bsidesigns.com
FSF:0000066108	FSF:0000179637	FSF:0000182517
GSS13686-FOODSV_EQV13	GSS13686-FOODSV_EQV14	GSS13686-FOODSV_EQV15
Cadco, Ltd.	Captive-Aire Systems, Inc	Champion Industries Inc.
145 Colebrook River Road	4641 Paragon Park Road	3765 Champion Blvd.
Winsted, CT 06098	Raleigh, NC 27616	Winston-Salem, NC 27105
Contact: Kevin McTague	Contact: William Francis	Contact: Nathan Marshall
610-544-6377	800-334-9256 ext. 304	336-661-1556
mctagueinc@comcast.net	bill.francis@captiveaire.com	nmarshall@championindustries.com
FSF:0000179478	FSF:0000193186	FSF:0000179770
GSS13686-FOODSV_EQV16	GSS13686-FOODSV_EQV17	GSS13686-FOODSV_EQV18
Channel Manufacturing, Inc.	Commercial Stainless, Inc.	Continental Refrigerator
55 Channel Drive	955 Patterson Drive	539 Dunksferry Road
Port Washington, NY 11050-2216	Bloomsburg, PA 17815	Bensalem, PA 19020
Contact: Mia Kelly	Contact: Brian Wawroski	Contact: Kevin Brown
1-866-712-7283	570-387-8980	215-244-1400
mia@channelmfg.com	sales@commercialstainless.com	kbrown@nrac.com
FSF:0000192832	FSF:0000179568	FSF: 0000193617
GSS13686-FOODSV_EQV20	GSS13686-FOODSV_EQV21	GSS13686-FOODSV_EQV22
Eagle Group	Hatco Corporation	Hoshizaki America, Inc.
100 Industrial Blvd	635 South 28th Street	618 Highway 74 South
Clayton, DE 19938	Milwaukee, WI. 53215	Peach Tree City, GA 30269
Contact: Mark Brenner	Contact: Mark Pumphret	Contact: Bill Crider
302-653-3022	800.558.0607	717-606-3445
mbrenner@eaglegrp.com	mpumphret@hatcocorp.com	bcrider@hoshizaki.com
FSF:0000028645	FSF:0000179825	FSF:0000179577
GSS13686-FOODSV_EQV23	GSS13686-FOODSV_EQV24	GSS13686-FOODSV_EQV25
Insinger Machine Company	InterMetro Industries Corp.	ITW Food Equipment, LLC
6245 State Road	641 North Washington Street	2006 Northwestern Pkwy
Philadelphia. PA 19135	Wilkes-Barre, PA 18705	Louisville, KY 40203
Contact: John Stern	Contact: C. Scott Davis	Contact: Robin S. Pearson
215-624-4800	570-825-2741	502-778-2791
jstern@insingermachine.com	C.Scott.Davis@Emerson.com	robin.pearson@vulcanfeg.com
FSF:0000017470	FSF:0000050335	FSF:0000019718
GSS13686-FOODSV_EQV26	GSS13686-FOODSV_EQV27	GSS13686-FOODSV_EQV28
Jackson WWS, Inc.	Master-Bilt	MEIKO USA Inc
6209 North U.S. Highway 25E	908 Highway 15 North	1349 Heil Quaker Blvd
Gray, Kentucky 40734	New Albany, MS 38652	La Vergne, TN 37086

Award Notice
 GSS13686-FOODSV_EQ, Commercial Foodservice Equipment

Contact: Brett Beaty 480-209-5219 brett.beaty@jacksonwws.com FSF:0000179418 GSS13686-FOODSV_EQV30	Contact: Dave Cahoy 612-770-5528 dcahoy@master-bilt.com FSF:0000180275 GSS13686-FOODSV_EQV31	Contact: David Ciampoli 800-556-3456 Sales@meiko.us FSF:0000179574 GSS13686-FOODSV_EQV32
Nor-Lake, Inc	Nordon LLC	Piper Products
727 Second Street Hudson, WI 54016 Contact: Barbara Belongia 715-386-2323 bbelongia@norlake.com FSF:0000179795 GSS13686-FOODSV_EQV33	1 Cabot Blvd East Langhorne, PA 19047 Contact: Allison Bodzioch 215-504-4700 ext. 231 shelleyg@coolersolutions.com FSF:0000176455 GSS13686-FOODSV_EQV35	300 S. 84th Ave. Wausau, WI 54401 Contact: Jennifer Sweeney 715-842-2724 jsweeney@piperonline.net FSF:0000090982 GSS13686-FOODSV_EQV36
Pitco Frialator, Inc.	Steril-Sil, LLC	Structural Concepts Corporation
P.O. Box 501, Concord Concord, NH 03302 Contact: Gregory N. Moyer 603-230-5526 gmoyer@pitco.com FSF:0000179705 GSS13686-FOODSV_EQV37	1050 Commonwealth Ave. Boston, MA 02215 Contact: Brian Schilling 717-405-2258 quotes@sterilsil.com FSF:0000193409	888 East Porter Street Muskegon, MI 49441 Contact: Danielle McMiller 231-798-4960 dmcmliller@structuralconcepts.com FSF:0000179517
T&S Brass and Bronze Works Inc		
2 Saddleback Cove Road Travelers Rest, SC 29690 Contact: Kevin McTague 610-544-6376 mctagueinc@comcast.net FSF: 0000179400		

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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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 previous to the month where changes will take effect and will be processed by the end of the month.

All pricing shall be submitted in US Dollars.

See the Pricing Spreadsheet posted on the contract information page for all applicable discounts.

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. 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.

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>.

16. MINIMUM ORDER

No minimum order amount.

17. 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, and all aspects of the installation, delivery, and/or modification have been completed.

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.

18. PACKAGING

Packaging shall conform to acceptable industry standards.

19. 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 successful bidder(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.

20. 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: Shelly Alioa, 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.

21. 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 successful bidder(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.

22. CONDITION OF PRODUCT

ALL EQUIPMENT OFFERED IN RESPONSE TO THIS INVITATION TO BID MUST BE NEW. NO REMANUFACTURED EQUIPMENT MAY BE OFFERED UNDER THIS CONTRACT.

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.

23. SERVICES

Bidders may offer to provide additional related services (maintenance, training, relocation of equipment, etc.) in conjunction with the equipment items they are offering to supply under this contract. Bidders should include with their bids a list of all such services with the associated prices. The prices will provide using agencies with better capability to analyze manufacturers' products based upon life cycle costs. These services and their associated prices will not be a factor in bid evaluation and award of the contract. The State of Delaware does, however, reserve the right to restrict the services which can be procured under the contract and not to include any services if either the prices are unacceptable or services are outside of the acceptable scope of additional services.

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

Performance Bond Waived for overall contract.

The requesting agency reserves the right to require the successful bidder furnishes a 100% Performance Bond to the requesting agency with surety in the amount of 100% of the specific project award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

27. MANUFACTURER PARTS OR ACCESSORIES

Vendors are encouraged to offer discounts off of catalog prices on separately supplied manufacturer parts or accessories. IF a vendor opts to include this option, the submitting vendor shall provide a current part and/or accessory catalog with list prices and one (1) percentage discount offered from each of the catalog(s) supplied. The discount does NOT have to equal the discount offered on the primary kitchen equipment identified in the solicitation.

Please note the percentage part and/or accessory discount on the Exceptions page provided (Attachment 3).

Service and repair outside of manufacturer's warranty is covered under a separate contract.

28. 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. GSS12610A-ICEMACHINE, Ice Machine and Refrigeration Preventive Maintenance and Repair http://contracts.delaware.gov/contracts_detail.asp?i=1145

Contract No. GSS12661-KITCHENPMR, Kitchen Equipment Preventive Maintenance & Repair http://contracts.delaware.gov/contracts_detail.asp?i=1241

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.

29. 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.