

March 5, 2008

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

FROM: **Hollylynn Ford, CPPB**
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE-Addendum#1 Effective Date-Aug 18, 2008**
CONTRACT NO. GSS-MU-08-235-KW
WATER TREATMENT SERVICES

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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, Department of Elections, 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 Vendors contract shall be valid for a one (1) year period from April 1, 2008 through March 31, 2009. Each contract may be renewed for four (4) one(1) year extensions 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.

This contract has been extended and will remain in effect through March 31, 2010.

3. VENDORS:

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Willard Limbach, LLC
175 Titus Avenue
Suite 100
Warrington PA 18976
Contact: Mr. Ken Roberts
Phone: 215-488-9700
Fax: 215-488-9699
E-mail: ken.roberts@limbachinc.com
Web Site: www.limbachinc.com

4. SHIPPING TERMS:

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F.O.B. destination.

5. TECHNICAL SERVICES

The following are minimal services required. However, the vendor is not limited to these services only.

STANDARD SERVICES

WATER ANALYSIS

System												
	Total Hardness	Calcium Hardness	M Alkalinity	Conductivity	pH	SiO ₂	Inhibitor	SO ₃	PO ₄	Cl ₂	Freeze Point	Other
City	x	x	x	x		x						
Tower				x	x		x			x		
Closed				x	x		x					
Softener	x			x								
Feedwater	x			x								
Boiler			x	x				x	x			
Condensate				x	x							
Glycol					x		x				x	

Raw water analysis should be run monthly on each different water source (three in Kent and one each in New Castle and Sussex. Each of the operating Open systems should be tested every visit. Closed systems should be tested quarterly. If there is a problem with a closed system, it should be tested each visit until the readings are correct. Boilers should be tested each month during operation. Service visits shall be twice a month from May through October and monthly the rest of the year.

6. PRICING:

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Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

FACILITIES MANAGEMENT GROUP 1

Williard Limbach

LUMP SUM BID

			New Castle	Kent	Sussex
			Zone 1	Zone 2	Zone 3
1	Tower Inhibitor		\$11,385.42	\$16,108.43	\$496.85
2	Biocide		\$888.16	\$1,912.04	\$111.72
3	Biocide		\$683.28	\$1,470.55	\$85.93
4	Hot Inhibitor		\$11.17	\$11.17	\$11.17
5	Chill Inhibitor		\$11.17	\$11.17	\$11.17
6	Dual Temp Inhibitor		\$3.73	\$3.73	\$1.87
7	Boiler Treatment		\$0.00	\$14.73	\$0.00
8	Boiler Treatment (FDA)		N/A	N/A	N/A
9	Other		\$399.42	\$399.47	\$384.35
10	Labor		\$5,800.00	\$14,384.00	\$3,944.00
	*See Note Below		\$19,182.35	\$34,315.29	\$5,047.06
	Total Per Year		\$16,305.00	\$29,168.00	\$4,290.00
Grand Total (3 Zones)		\$49,763.00			

Water Treatment (Group 2)

EQUIPMENT LIST FOR WATER TREATMENT

Appendix A

Williard Limbach

<i>Correctional Facilities</i>	<i>MONTHLY COST PER FACILITY</i>
Multipurpose Criminal Justice Facility	
West Side	
2 200 ton closed loop chillers w/common sump	
1 400 ton cooling tower	
East Side	
2 250 ton closed loop chillers	
2 250 ton cooling towers	
4 Hot water boiler system	
TOTAL: MULTI-PURPOSE CRIMINAL JUSTICE FACILITY	\$ 404.00
Delaware Correctional Center	
CVOP	
5 70 ton closed loop chillers	
2 70 ton cooling towers	
1 Hot water boiler system	
S-1 Building	
1 80 ton closed loop chiller	
1 80 ton cooling tower	
1 Hot water boiler system	
TOTAL: DELAWARE CORRECTIONAL CENTER	\$ 254.00

Sussex Correctional Institution	
SVOP	
2 78 ton closed loop chillers	
2 78 ton cooling towers	
1 Hot water boiler system	
<u>Pre-Trial</u>	
2 345 ton closed loop chillers	
2 345 ton cooling towers	
1 Hot water boiler system	
Old Max Building	
1 Water softener	
2 Steam boilers w/condensate	
3 Hot water loop	
TOTAL: SUSSEX CORRECTIONAL INSTITUTION	\$ 341.00
Morris Correctional Institution	
4 90 ton closed loop air cooled chillers	
1 Hot water boiler system	
TOTAL: MORRIS CORRECTIONAL INSTITUTION	\$ 102.00
GRAND MONTHLY TOTAL – ALL FACILITIES:	\$ 1,101.00

** Contractor submitted bid to show a discounted price reflecting: “**Total Per Year**” which is the actual amount the State will pay per year for each county. The Grand Total is the combination of the three counties. This section is for Facilities Maintenance only. The Department of Correction is listed below with costs reflecting monthly premiums per sight with a Grand Total per month at the bottom.

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. Substitutions may require the submission of written specifications and product 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 is issued to cover the **Water Treatment Services** 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.