



Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

July 19, 2010

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS10594-HIRE
HAZARDOUS INCIDENT RESPONSE 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, 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 contractor's contract shall be valid through May 31, 2015.

3. VENDORS:

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| <p>Contract # GSS10594-HIREV01 State of New York Contract Number: 38232-19745 Vendor contract award number: PC 62120 SAFEWARE, INC. Attn: Catherine Jones 3200 Hubbard Road Landover, MD 20785-200 Phone: (800) 331-6760 X 188 or (301) 683-1212 X 188 Fax: (301) 683-1240 Email: cjones@safewareinc.com Website: www.safewareinc.com</p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 8 AM to 5 PM EST Name: Charles Radcliffe Phone: (800) 287-2130 Fax: (301) 683-1240 Cell: (301) 440-4975 Email: cradcliffe@safewareinc.com</p> <p>Vendor offers: Maintenance – Yes, 2% off of list price Calibration – Yes, 2% off of list price Service – Yes, 2% off of list price</p> <p>Guaranteed Delivery: Varies by item</p> | <p>Contract # GSS10594-HIREV02 State of New York Contract Number: 38232-19745 Vendor contract award number: PC 64412 AARDVARK TACTICAL, INC. Attn: Adolfo C. Alderete 1935 Puddingstone Drive La Verne, CA 91750-5818 Phone: (909) 451-6106 Fax: (626) 609-4028 Email: aalderete@aardvarktactical.com Website: www.aardvarktactical.com</p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 9 AM to 5 PM PST Name: Brent Doan Fax: (626) 609-3474 Cell: (626) 428-5440 Email: bdoan@aardvarktactical.com</p> <p>Guaranteed Delivery: 45-60 days ARO</p> |
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| <p>Contract # GSS10594-HIREV03 State of New York Contract Number: 38232-19745 Vendor contract award number: PC 61970 VWR INTERNATIONAL Attn: David Unzicker 2039 Center Square Road Bridgeport, NJ 08017 Phone: (215) 962-4752 Fax: (484) 881-5931 Email: david_unzicker@vwr.com Website: www.vwr.com</p> <p>Orders should be directed to: Name: Karen Robinson Phone: (800) 932-5000 X 4270 Fax: (866) 329-2897 Email: karen_robinson@vwr.com</p> <p><i>POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: M-F, 7:30 to 5:00 Name: Jim Cummings Phone: (856) 241-7211 Fax: (856) 467-2488 Pager: (856) 297-8208 Email: jim_cummings@vwr.com</p> <p>Guaranteed Delivery: In stock 5 days ARO</p> | |

4. SHIPPING TERMS:

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Price shall include all customs duties and charges and be net, F.O.B. destination any point within the State of Delaware, including tailgate deliver.

5. DELIVERY AND PICKUP:

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Varies by vendor

6. SCOPE:

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This multiple awarded contract with authorized distributors or manufacturers is for equipment that will qualify for Homeland Security Grant funding (SHSP) and the Law Enforcement Terrorism Prevention Program (LETPP) funding. See Office of Domestic Preparedness funding guidelines;

<http://www.dhs.gov/xopnbiz/grants/#2>

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It should be noted that there is equipment available on these contracts that may be used for emergency response related activities but does not qualify for grant funding.

The Authorized Equipment List based on the SHSP and LETPP Authorized Equipment List is used to determine whether a specific offering is appropriate for this contract:

- 1) Personal Protective Equipment (PPE)
- 2) Explosive Device Mitigation and Remediation Equipment
- 3) CBRNE Search and Rescue Equipment
- 4) Detection Equipment
- 5) Decontamination Equipment
- 6) Physical Security Enhancement Equipment
- 7) Terrorism Incident Prevention Equipment
- 8) CBRNE Logistical Support Equipment
- 9) Medical Supplies
- 10) CBRNE Reference Materials
- 11) Agricultural Terrorism Prevention, Response and Mitigation Equipment
- 12) Intervention Equipment
- 13) Other Authorized Equipment

A description of some of the products covered in each category is available on the Federal Emergency Management website: http://www.fema.gov/txt/government/grant/hsgp/fy04_hsgp_guidance.txt

Upon request, contractor must be able to justify why the products referenced meet the intent of the contract.

7. DEFINITIONS:

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Authorized Equipment – Equipment that the Federal Government has accepted as suitable for purchase using Federal Grant Domestic Preparedness monies. Current lists of categories are available at Office of Domestic Preparedness funding guidelines - <https://www.rkb.us/mel.cfm?subtypeid=549>
Emergency Responder Guideline may be viewed at

<http://www.homelandsecurity.org/bulletin/emergencyresponderguidelines.pdf>

For questions regarding the procurement of equipment authorized under the Office of Domestic Preparedness grant guidelines, please refer to the Responder Knowledge Base website:

<https://www.rkb.us/>. The website has links to all of the current and prior year AEL (authorized equipment list), as determined by ODP.

Certified Equipment – Equipment that has been tested and meets appropriate industry standards that have been set by the government or other professional organizations such as NFPA – National fire Prevention Association, UL – Underwriters Laboratory, etc. For questions regarding the procurement of equipment certified under the Office of Domestic Preparedness grant guidelines, please refer to the Responder Knowledge Base website: <https://www.rkb.us/mel.cfm>

8. PRICING:

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Prices will remain firm for the term of the contract year.

Safeware Price List: http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745PL_Safeware.pdf

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Aardvark Tactical Price List:

http://www.ogs.state.ny.us/purchase/spg/pdffdocs/3823219745PL_AardvarkTactical.pdf

VWR International Price List:

http://www.ogs.state.ny.us/purchase/spg/pdffdocs/3823219745PL_VWR.pdf

ADDITIONAL TERMS AND CONDITIONS

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9. **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.

10. **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.

11. **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.

12. **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.

The Vendor contract award number **MUST** be shown on all Purchase Orders issued against contract.

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.

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