



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

July 16, 2010

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

FROM: ROXANN M. PARKER
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4555

SUBJECT: **AWARD NOTICE – Addendum # 2 effective August 4, 2010**
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 FSF Vendor ID: 29821 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>Contract # GSS10594-HIREV02 State of New York Contract Number: 38232-19745 Vendor contract award number: PC 61964 FSF Vendor ID: 823 FISHER SCIENTIFIC CO., LLC Attn: Tim Zeh 200 Park Lane Drive Pittsburgh, PA 15275-1118 Phone: (800) 955-9999 or (412) 490-8412 Fax: (412) 490-1026 Email: tim.zeh@thermofisher.com Website: www.fishersci.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: 24-7 Name: Fisher Customer Services Phone: (800) 772-6733</p> <p>Guaranteed Delivery: In stock 3 days ARO, direct vendor delivery varies by manufacturer lead time</p>
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<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><i>Additional services offered by contractor to contract users at not added cost:</i></p> <p><u>LOGISTICS</u></p> <ul style="list-style-type: none"> ▪ 24-48 hours delivery for high volume or hot list items ▪ Scheduled delivered offered ▪ Lot sequestering services ▪ Customer reserve inventory ▪ Logistics-deliver needs assessment ▪ Multiple instate delivery points <p><u>QUALITY-PERFORMANCE</u></p> <ul style="list-style-type: none"> ▪ Certificate of Analysis ▪ Supplier rating ▪ Line fill Monitors ▪ Accounts payable monitors ▪ Back order monitors ▪ Ecommerce utilization monitors ▪ Transportation monitors ▪ Order efficiency monitors ▪ Invoice history audit reports 	<p><u>ENVIRONMENTAL-SAFETY</u></p> <ul style="list-style-type: none"> ▪ Removal of packing materials ▪ Product handling seminars ▪ MSDS database for distributed products ▪ Hazardous chemical purchase reports <p><u>SERVICE</u></p> <ul style="list-style-type: none"> ▪ 1 year equipment warranty ▪ Instrument initial setup & calibration <p><u>SYSTEMS</u></p> <ul style="list-style-type: none"> ▪ Customized billing reports and invoices ▪ Bar coded packing slips and shipment labels ▪ Customized usage report ▪ Evaluated receipts settlement ▪ Invoice history and audit reports <p><u>CUSTOMER SERVICE</u></p> <ul style="list-style-type: none"> ▪ FISHER Instrument specialist services ▪ Business systems specialist services ▪ On-site customer service ▪ Information and training seminars ▪ Supplier new product shows
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Award Notice

Contract No.: GSS10594-HIRE

Contract # GSS10594-HIREV03

State of New York Contract Number: 38232-19745

Vendor contract award number: **PC 61970**

FSF Vendor ID: 35022

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

Orders should be directed to:

Name: Karen Robinson

Phone: (800) 932-5000 X 4270

Fax: (866) 329-2897

Email: karen_robinson@vwr.com

POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:

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

Guaranteed Delivery: In stock 5 days ARO

Technical Assistance telephone support (866) 897-7233

Contract # GSS10594-HIREV04

State of New York Contract Number: 38232-19745

Vendor contract award number: **PC 64412**

FSF Vendor ID:

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

POC to contact in the event of an emergency occurring after business hours or on weekend-holiday:

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

Guaranteed Delivery: 45-60 days ARO

Additional services offered by contractor to contract users at no added cost:

Recall Facilitation

Warranty Facilitation

Training

<p>Contract # GSS10594-HIREV05 State of New York Contract Number: 38232-19745 Vendor contract award number: PC 63768 FSF Vendor ID: REMOTEC, INC. Attn: Marquis Syler – Contracts Manager 353 JD Yarnell Pkwy Clinton, TN 37716-4013 Phone: (865) 269-1155 Fax: (865) 483-1426 Email: mark.syler@nge.com Website: www.is.northropgrumman.com/by_solution/remote_platforms</p> <p>Contractor sales contact: Name: Jim Daniels Phone: (865) 483-0228, Ext 165 Fax: (865) 483-1239 Email: remotecsales@nge.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 to 5, 24 hour on call service Name: Remotec Service Technician Phone: (865) 483-0228, Ext. 244 Fax: (865) 483-1426 Cell Phone: (865) 548-6130 Email: remotecservice@ngc.com</p> <p>Guaranteed Delivery: 120 days ARO</p>	<p>Contract #GSS10594-HIREV06 State of New York Contract Number: 38232-19745 Vendor contract award number: PC 61968 FSF Vendor ID: RAE SYSTEMS, INC. Attn: Bob Ladzinski 3775 North First Street San Jose, CA 95134-1708 Phone: 877-723-2878 or 856-986-8517 Fax: 609-770-3386 Email: rladzinski@raesystems.com Website: www.raesystems.com</p> <p>Contractor sales contact: Name: Roberta Potts Phone: 408-952-8256 Fax: 408-952-8487 Email: rpotts@raesystems.com</p> <p><i>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</i> Normal Business hours: 8:00-5:00 Name: Bob Ladzinski Phone: 856-986-8517 Cell phone: 856-986-8517 Fax: 609-770-3416 E-mail: rladzinski@raesystems.com</p> <p>Guaranteed Delivery: 15 days ARO</p>
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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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Contract No.: GSS10594-HIRE

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/pdffdocs/3823219745PL_Safeware.pdf

Fisher Scientific Price List:

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

VWR International Price List:

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

Aardvark Tactical Price List:

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

Remotec Price List:

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

RAE Systems Price List:

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