



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 14, 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 #4 – Effective March 1, 2014**
CONTRACT NO. GSS10165-PORT_TOILET
RENTAL AND SERVICING OF PORTABLE TOILETS

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT..... 3

2. CONTRACT PERIOD 3

3. VENDORS 3

4. SHIPPING TERMS 3

5. DELIVERY AND PICKUP 3

6. PRICING 3

ADDITIONAL TERMS AND CONDITIONS..... 4



GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

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

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for a two (2) year period from March 1, 2010 through February 29, 2012. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended for an additional year, through Feb. 28, 2013.

This contract has been extended for an additional year, through Feb. 28, 2014.

This contract has been extended for an additional year, through Feb. 28, 2015.

3. VENDORS

[\(Return to Table of Contents\)](#)

New Castle & Kent Counties

A-1 Sanitation Service, Inc.
1009 River Rd.
New Castle, DE 19720
Phone: 302-322-1074
Fax: 302-326-0360
Email: steve@a1sanitation.com
Contact: Steven Smiertka
FSF ID#0000027348

Sussex County

Arrow Sanitary Service
1772 Pulaski Highway
Bear, DE 19701
Phone: 302-328-4797
Fax: 302-834-4547
Email: arrowsanitary@juno.com
Contact: Albert/Monica Sammons
FSF ID#0000024725

4. SHIPPING TERMS

[\(Return to Table of Contents\)](#)

F.O.B. destination, freight prepaid.

5. DELIVERY AND PICKUP

[\(Return to Table of Contents\)](#)

Delivery, pickup, and servicing shall be by location as specified in Scope of Work.

6. PRICING

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year(s).

Pricing can be found on the Award Notice Pricing Spreadsheet.

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s) shown in the Scope of Work.** 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

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. SCOPE OF WORK

SERVICE REQUIREMENTS

Routine service shall be based on the location and service needs as set forth in the Award Notice Pricing Spreadsheet. The contractor shall also be capable of providing emergency service and/or unit placement within four (4) hours notice which may include weekends and Holidays.

VENDOR OWNED UNITS

- A. Prices for contractor owned units shall include furnishing of units, complete removal of wastes, replacements of appropriate chemicals to assure masking of odors, cleaning and disinfection of units, replacement of supplies, repairs to units and equipment. The contractor shall be responsible for repairs and replacement of their units due to damage resulting from vandalism, accidents, storms or otherwise.

- B. The contractor supplied units shall be clean and in good condition, and they shall have the overall appearance of a new unit. The units shall be constructed of fiberglass or equivalent product; and shall have firmly mounted doors with all attachments for user security. i.e., paper holder, screen and plastic pipe for venting.
- C. Units shall be weather proofed and vented to assure proper circulation of air and reduction of odors. Holding containers shall be leak proof.
- D. The Department reserves the right to make changes to the frequency of service, the receipt of additional services and additional units as warranted.

SERVICE REQUIREMENTS VENDOR OWNED UNITS

- A. Units shall be serviced as per the scheduled requirements listed with each location, listed in the Award Notice Pricing Spreadsheet. The contractor shall be capable of providing service to high use sites on a daily basis which may include weekends, Holidays and emergency situations.
- B. Service shall include the complete removal of wastes, replacement of appropriate chemicals to assure masking of odors and cleaning and disinfection of units, replacement of supplies, repairs to units and equipment, and all other services necessary to maintain a neat and sanitary unit.
- C. The contractor shall dispose of all wastes to the satisfaction of the Department.
- D. The contractor shall be responsible for repairs and replacement of their units due to damage resulting from vandalism, accident, storm, or otherwise. Repairs or replacement of the unit shall be made by the contractor within twenty-four (24) hours of notification in order to ensure uninterrupted service.
- E. Removal of units shall be done within a two (2) week period upon notification by the Division Representative.
- F. The contractor shall properly dispose of trash that has been left in the units. Dumping the trash on the ground is **unacceptable**. The contractor shall work with the agency to determine the most reasonable and advantageous method to dispose of trash at their location.

ADDITIONAL REQUIREMENTS FOR PORTABLE UNITS

- A. All portable toilets, including handicap units, placed in the State Parks and Fish & Wildlife locations shall be a minimum 50 gal. capacity.
- B. All portable units, including handicap units, placed in the State Parks and Fish & Wildlife locations shall be equipped with hand sanitizing stations. The contractor shall be responsible for keeping hand sanitizing dispensers filled.
- C. The contractor shall allow the State Parks to place a placard/sign in the unit for the purposes of giving the public instructions for whom to contact if there is a problem with the unit. These placard/signs will be provided and placed by the park staff and removed by the same at the end of the contract period.
- D. The contractor must be available to respond to weekend and holiday service and/or problems.

STATE OWNED UNITS

Prices for State owned units shall include complete removal of wastes, replacement of appropriate chemicals to assure masking of odors, cleaning and disinfection of units, replacement of supplies and minor repairs to units and equipment. Minor repairs shall be repairs not exceeding \$20.00. The successful contractor shall contact the appropriate Division Representative to receive authorization for all repairs over \$20.00. All authorized repairs over \$20.00 will be reimbursable upon submission of the appropriate documentation.

DELIVERY AND INSTALLATION

Delivery, installation and start-up service shall be coordinated with the Division Representative to ensure proper placement. The Division contacts are:

Division of Fish and Wildlife

89 Kings Highway
Dover, DE 19901
Mr. Larry Horan
(302) 739-9084

Div. of Fish and Wildlife

Dupont Nature Center
Dawn Webb
(302) 422-1322

Division of Parks and Recreation

Parks and Recreation New Castle County

- | | |
|--|---|
| <p>1. Brandywine Creek State Park
41 Adams Dam Road
Wilmington, DE 19807
Attn: Michaelina Jones
Phone: (302) 577-3534</p> <p>2. Bellevue State Park
800 Carr Road
Wilmington, DE 19809
Attn: Dwight Anttila
Phone: (302) 761-6963</p> <p>3. Fox Point State Park
c/o Bellevue State Park
800 Carr Road
Wilmington DE 19809
Attn: Dwight Anttila
Phone: (302) 761-6963</p> <p>4. Lums Pond State Park
1068 Howell School Rd.
Bear, DE 19701
Attn: Michael Moyer
Phone: (302) 368-6989</p> | <p>5. Wilmington State Parks
1021 West 18th St.
Wilmington, DE 19802
Attn: Andy Roy
Phone: (302) 577-7020</p> <p>6. White Clay Creek State Park
425 Wedgewood Rd.
Newark, DE 19711
Attn: Nicholas McFadden
Phone: (302) 368-6900</p> <p>7. Fort DuPont State Park
PO Box 170
Delaware City, DE 19706
Attn: Becky Webb
Phone: (302) 834-7941</p> |
|--|---|

Parks and Recreation Kent County

1. **Killens Pond State Park**
5025 Killens Pond Rd
Felton, DE 19943
Attn: Jim Charney
Phone: (302) 284-4526

Parks and Recreation Sussex County

- | | |
|---|---|
| <ol style="list-style-type: none">1. Trap Pond State Park
RD2, Box 331
Laurel, DE 19956
Attn: John McMillon
Phone: (302) 875-51532. Holts Landing State Park
c/o Delaware Seashore State Park
39415 Inlet Road
Rehoboth Beach, DE 19971
Attn: Doug Long
Phone: (302) 227-28003. Cape Henlopen State Park
42 Cape Henlopen Drive
Lewes, DE 19958
Attn: Paul Faircloth
Phone: (302) 649-8983 | <ol style="list-style-type: none">4. Indian River Marina
39415 Inlet Road
Rehoboth Beach, DE 19971
Attn: Theresa Mosier
Phone: (302) 227-30715. Fenwick Island State Park
c/o Delaware Seashore State Park
39415 Inlet Road
Rehoboth Beach, DE 19971
Attn: Doug Long
Phone (302) 227-28006. Delaware Seashore State Park
39415 Inlet Road
Rehoboth Beach, DE 19971
Attn: Doug Long
Phone: (302) 227-2800 |
|---|---|

DeIDOT

DeIDOT – Canal District
250 Bear Christiana Rd.
Bear, DE 19701
Ms. Debbie Cox
(302) 326-4413

DeIDOT – North District

Heidi Oxley
(302) 894-6305

ADDITIONAL CHARGES

Vendor(s) are required to break out the additional charges per call per unit for emergency service on weekdays and weekends.

LOCATIONS

**DIVISION OF FISH & WILDLIFE
ZONE 1 – ALL OF NEW CASTLE COUNTY TO SMYRNA, DE**

1. **AUGUSTINE BEACH – PUBLIC LAUNCH RAMP**

South of Port Penn - DE 9.

2. **COLLINS BEACH – PUBLIC LAUNCH RAMP**

DE 6 east from Smyrna to DE 9, north on DE 9 to County Road 493, right on 493 to end of road.

3. **CEDAR SWAMP WILDLIFE AREA DEER CHECK STATION**

Call Division of Fish & Wildlife for directions.

ZONE 2 – FROM SMYRNA, DE TO MILFORD, DE

1. **WOODLAND BEACH**

East from Smyrna on DE 6 to end of DE 6.

2. **PORT MAHON**

From Little Creek (on DE 9) road 89 to Port Mahon, follow to end of road.

3. **LITTLE CREEK DEER CHECK STATION**

Rte. 9, near Fish & Wildlife shop.

4. **NORMAN G. WILDER WILDLIFE AREA**

US 13 to Viola, west on road 108, toward Petersburg shop area on right side of Road 108, approximately two (2) miles west of Viola.

5. **BOWERS BEACH – PUBLIC LAUNCH AREA**

East of Little Heaven off US 113 follow road 18 to end of road.

6. **MC GINNIS POND**

South on US 113 from Little Heaven to county road 371, right to county road 378, left on 378 across bridge and on right at top of hill.

7. **LITTLE CREEK WILDLIFE AREA MAINTENANCE SHOP**

On Rt. 9, approximately 2 miles south of Little Creek, DE.

LOCATIONS
DIVISION OF FISH & WILDLIFE
ZONE 3

1. **CEDAR CREEK - PUBLIC LAUNCH AREA**
From Milford south on DE 1 to DE 36, left on DE 36, follow 36 to road 203, left on 203 to site on right.
2. **DUPONT NATURE CENTER**
From Milford South on DE 1 to DE 36, left on DE 36, follow 36 to road 203, left on 203 to large white building with red roof.
3. **LEWES BOAT RAMP**
Area located near downtown Lewes on Pilottown Road.
4. **ROSEDALE BEACH - PUBLIC LAUNCH AREA**
From Millsboro north on DE 30 to DE 24 East (North) on DE 24 to road 312A, turn right, follow to end of road, site on right, near Rosedale Beach Sign.
5. **ASSAWOMAN WILDLIFE AREA**
Road 361, South Bethany Beach near Camp Barnes.
 - a. Mulberry Landing
 - b. Strawberry Landing
 - c. Sassafras Landing
6. **NANTICOKE SHOP**
From Seaford south on US 13 to Road 485 right on 485 to Road 493 to Bethel, go through Bethel and follow 493 to Road 494, right on 494 to shop, approximately one (1) mile on right.
7. **PHILLIPS LANDING - PUBLIC LAUNCH RAMP**
From Seaford south on US 13 to road 485, right on 485 to road 493, to Bethel, go through Bethel on 493 to fork in road, bear right onto road 496 follow to end of road, follow signs toward Phillips Landing.
8. **MASSEY'S LANDING – PUBLIC LAUNCH RAMP**
From Junction of DE Route 24 and Sussex County Road 23, near community of Long Neck, travel east about 5 miles to end of County Road 23.
9. **WAGAMONS POND BOATING ACCESS AREA**
From SR1 (south) turn right on Del 5 (south) and proceed to the Town of Milton. Cross over Del 16, just inside the town limits. Follow Del 5 (Union St) through town to Mulberry Street. Turn right on Mulberry Street. Wagamons Pond Boating Access is on the left just before crossing the dam for Wagamons Pond.

LOCATIONS

DIVISION OF PARKS AND RECREATION ZONE 1 – ALL NEW CASTLE COUNTY TO SMYRNA, DE

1. **BELLEVUE STATE PARK**

Take I-95 thru Wilmington. Take the Marsh Road exit and proceed to the traffic light at Marsh Road. Cross Marsh Road to Carr Road. Go approximately one (1) mile north on Carr Road to the park entrance. (See staff at the Park office for toilet locations.)

2. **BRANDYWINE CREEK STATE PARK**

Take I-95 north thru Wilmington to the Concord Pike exit. Proceed north on Concord Pike approximately 1.5 mile. Take a left turn onto Murphy Road and proceed approximately 3/4 mile. Take a right onto Rockland Road and proceed approximately one (1) mile. Cross Brandywine Creek and bear right onto Adams Dam Road. Proceed 1/2 mile to the park entrance. (See staff at Park Office for toilet locations.)

3. **WHITE CLAY CREEK STATE PARK RECREATION AREA**

Take Rt. 896 north thru Newark. The park entrance is located approximately one (1) mile north of Newark on Rt. 896. To reach the office, just before the park take a right turn off Rt. 896 onto Wedgewood Road. Go approximately 1/2 mile and take a left onto Wells Lane. Follow the lane approximately one (1) mile to the Park office. (Call the office prior to first visit to arrange to have someone meet you.)

4. **LUMS POND STATE PARK**

Take Rt. 896 approximately eight (8) miles south of Newark. Take a left turn onto Howell School Road. Go approximately 1/2 mile to the park entrance. (See staff at park office for toilet locations.)

5. **FORT DUPONT STATE PARK**

Route 9 north of C & D Canal. Part of Governor Bacon Health Center. Call Fort Delaware State Park for set-up location.

ZONE 2 – FROM SMYRNA, DE TO MILFORD, DE

KILLENS POND STATE PARK

Take Rt. 13 south of Dover approximately 14 miles. Take a left onto Killens Pond Road (Road 384). Proceed approximately one (1) mile to the Park entrance. (See Park staff at the office for toilet locations.)

LOCATIONS

**DIVISION OF PARKS AND RECREATION
ZONE 3**

1. **CAPE HENLOPEN STATE PARK - (GORDONS POND)**

Enter Rehoboth Beach on Rehoboth Avenue. Go over drawbridge, take first left go to stop sign. Take a right onto Columbia Avenue. Keep following about four (4) blocks to Surf Avenue, bear left and follow to Pond parking area.

2. **FENWICK ISLAND STATE PARK**

Take route 1 south of Bethany Beach approximately four (4) miles. Turn left into bath house parking area. See staff for toilet location at Assawoman Recreation Area.

3. **HOLTS LANDING STATE PARK**

Take Route 26 west from Bethany Beach; go approximately three (3) miles to Millville. Take a right onto road 347, go approximately 1.5 miles and take a right onto road 346. Follow road 346 into the park.

4. **TRAP POND STATE PARK**

Take Rt. 24 east from Laurel approximately five (5) miles, take a right onto road 449 and proceed approximately one (1) mile to the park office. (See staff at Park Office for toilet locations.)

5. **BEACH PLUM ISLAND (BROADKILL)**

Take Rt. 16 to Broadkill Beach. At the intersection, take a right turn and proceed to end of road at the cul de sac. Take dirt road to the parking area.

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>.