



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 1, 2015

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

FROM: MICHAEL BACU, CPPO
STATE CONTRACT PROCUREMENT SUPERVISOR
301-857-4522

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS15731-HAZARDS
Hazards Mitigation Services

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KEY CONTRACT INFORMATION**

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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

1. CONTRACT OVERVIEW

The State of Delaware has contracted with responsible vendors for Environmental Services regarding potential Chemical, Biological, Hazardous, Explosive, and Nuclear/Radiological emergencies that can be addressed through means not limited to containment, decontamination, remediation, and disposal. The capabilities of each awarded vendor are provided below.

2. NOT A MANDATORY USE CONTRACT

This Contract while not a mandatory use as defined by Title 29, § 6911 will be accessible to all State Agencies, any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910

3. CONTRACT PERIOD

Each contractor's contract shall be valid for a three (3) year period from July 1, 2015 through June 30, 2018. Each contract may be renewed for two (2) one (1) year periods 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.

4. VENDORS

<p>Miller Environmental Group, Inc. 538 Edwards Avenue Calverton, NY 11933 http://www.millerenv.com/</p> <p>James H. Davey Phone: 631-369-4900 Fax: 631-369-4909 jdavey@millerenv.com</p> <p>FSF Number: 0000002127 GSS15731-HAZARDSV01</p>	<p>Guardian Environmental Services Company, Inc. 70 Albe Drive Newark, DE 19702 http://www.gesoncall.com/</p> <p>Brad Carpenter Phone: 302-918-3070 Fax: 302-834-1959 bcarpenter@gesoncall.com</p> <p>FSF Number: 0000007289 GSS15731-HAZARDSV02</p>
<p>Lewis Environmental, Inc. 101 Carroll Drive New Castle, DE 19720 http://www.lewisenvironmental.com/</p> <p>Stacey McGavin Phone: 610-495-6695 Fax: 610-495-6697 scmcgavin@lewisenvironmental.com</p> <p>FSF Number: 0000093917 GSS15731-HAZARDSV03</p>	<p>HEPACO REACT, LLC. 6901 Kingsessing Avenue Philadelphia, PA 19142 http://www.hepaco.com/</p> <p>Edward Bonar Phone: 215-729-3224 Fax: 215-729-8678 ebonar@hepaco.com</p> <p>FSF Number: 0000214105 GSS15731-HAZARDSV04</p>

5. SERVICES AVAILABLE

Services identified are available but not limited to:

Lewis Environmental Services

- Oil (Water or Land)
- Biological (Ebola not included)
- Hazardous Material
- Low Level Radiation

Guardian Environmental Services Company

- Oil (Water and Land)
- Biological (Ebola included)
- Hazardous Materials
- Radiological
- Explosive

HEPACO

- Emergency and Non-Emergency Spill Response
- Environmental Remediation
- Industrial Maintenance
- Hazardous Waste management
- Abatement Services

Miller Environmental Group

- Oil (Water and Land)
- Biological (Ebola included)
- Hazardous Materials
- Training & Compliance

6. PRICING OVERVIEW

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

CATEGORY	Lewis Environmental	Guardian Environmental Services	Hepaco-React	Miller Environmental Group
Staff (% DISCOUNT)	5%	10%	25% cost plus unless bid at firm price	25%
Hard Equipment (% DISCOUNT)	5%	10%	25% cost plus unless bid at firm price	15%
Soft Equipment (% DISCOUNT)	5%	0%	25% cost plus unless bid at firm price	15%
Materials and Subcontractors (% MARKUP)	0%	15%	25%	12%
Fuel (% MARKUP)	20%	15%	1%	2%
Bills for Tolls (Y/N)	Yes	No	Yes	No

7. RESPONSE TIME

	Lewis Environmental	Guardian Environmental Services	Hepaco-React	Miller Environmental Group
Response	1-2 Hours	Within 2 hours	Within 2 ½ hours	Within 2 hours

8. EMERGENCY NOTIFICATION (24/7/365)

	Lewis Environmental	Guardian Environmental Services	Hepaco-React	Miller Environmental Group
Emergency Notification	(800) 258-5585	1-877-437-0007	1-800-888-7689	(800) 394-8606 (631) 369-4900

9. SHIPPING TERMS

F.O.B. destination; freight pre-paid

10. 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.

11. 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.

12. 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.

13. 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.

14. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15731-HAZARDS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

15. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page or by contacting the Contract Manager identified at the top of this document.

16. 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.

17. 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.

18. 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.

19. 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

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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>.