



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

July 26, 2018

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

FROM: Pamela Barr  
State Contract Procurement Officer  
302-857-4570

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS18731-HAZARDS**  
**Hazards Mitigation Services**

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**KEY CONTRACT INFORMATION**

**1. CONTRACT OVERVIEW**

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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**

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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**

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Each contractor's contract shall be valid for a three (3) year period from August 1, 2018 to July 31, 2021. 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.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

**4. VENDORS**

<p><b>Allstate Power Vac Inc. dba ACV Enviro APV</b>          600 Cenco Blvd          Clayton, NJ 08312</p> <p>Maryjo Kennelly          Phone: 856-863-8878          Cell: 609-352-9933          Email: <a href="mailto:mkennelly@acvenviro.com">mkennelly@acvenviro.com</a></p> <p>FSF #:0000416003          GSS18731-HAZARDSV01</p>	<p><b>Clean Harbors Environmental Services, Inc.</b>          2858 Route #22          Bridgeport, NJ 08014</p> <p>Adam Mastracchio          Cell: 609-381-4767          Email: <a href="mailto:Mastracchio.adam@cleanharbors.com">Mastracchio.adam@cleanharbors.com</a></p> <p>FSF #:0000000805          GSS18731-HAZARDSV02</p>
<p><b>Guardian Environmental Services Company</b>          70 Albe Drive          Newark, DE 19702</p> <p>Joseph Cunane          Phone: 302-918-3070 ext 107          Cell: 302-559-1428          Email: <a href="mailto:jcunane@gesoncall.com">jcunane@gesoncall.com</a></p> <p>FSF #: 0000007289          GSS18731-HAZARDSV03</p>	<p><b>HEPACO</b>          6901 Kingessing Ave          Philadelphia, PA 19057</p> <p>Karl Heebner          Phone: 215-729-3224          Cell: 215-817-1761          Email: <a href="mailto:hheebner@hepaco.com">hheebner@hepaco.com</a></p> <p>FSF#: 0000214105          GSS18731-HAZARDSV04</p>

<b>Lewis Environmental</b> 101 Carroll Drive New Castle, DE 19720  David Lindenmuth Phone: 610-495-6695 Cell: 610-633-0882 Email: <a href="mailto:dlindenmuth@discoverlewis.com">dlindenmuth@discoverlewis.com</a>  FSF #: 0000093917 GSS18731-HAZARDSV05	<b>Miller Environmental Group, Inc.</b> 538 Edwards Avenue Calverton, NY 11933  George Wallace Phone: 631-369-4900 ext 241 Cell: 631-523-1301 Email: <a href="mailto:gwallace@millerenv.com">gwallace@millerenv.com</a>  FSF #: 0000002127 GSS18731-HAZARDSV06
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**5. SERVICES AVAILABLE**

VENDOR NAME	Oil	Biological	Hazardous	Radiological	Explosive
ACV ENVIRO APV	X		X		X
CLEAN HARBORS	X	X	X		X
GUARDIAN ENVIRONMENTAL	X	X	X	X	X
HEPACO	X	X	X		
LEWIS ENVIRONMENTAL	X	X	X	X	
MILLER ENVIRONMENTAL	X	X	X		

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**6. SHIPPING TERMS**

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

## 7. EMERGENCY NOTIFICATION INFORMATION AND RESPONSE TIMES

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Vendor	Emergency Notification Number	Call Back Time
ACV	856-863-8778	10 minutes
Clean Harbors	800-645-8265	15 minutes
Guardian Environmental	877-437-0007	15 minutes
HEPACO	800-888-7689	15 minutes
Lewis Environmental	800-258-5585	Immediate patch through
Miller Environmental	302-653-0333	Immediate patch to Super

Response times vary by vendor and by county. Please refer to the Pricing Spreadsheet for additional information.

## ADDITIONAL TERMS AND CONDITIONS

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### 8. 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.

### 9. 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.

### 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. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18731-HAZARDS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **12. 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.

## **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.
- 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.

Award Notice

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- 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>.