



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 3, 2019

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4549

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS19565-EMERG_MATL
EMERGENCY STANDBY MATERIALS AND SERVICES

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT.....	2
2. CONTRACT PERIOD	2
3. VENDORS	3
4. SHIPPING TERMS	4
5. PRICING	4
ADDITIONAL TERMS AND CONDITIONS.....	4
31. USING JURISDICTION'S RESPONSIBILITIES.....	9



KEY CONTRACT INFORMATION

This contract is issued to cover supplemental Emergency Standby Materials and Services requirements for the State of Delaware. Using agencies include the Department of Safety and Homeland Security, Delaware Emergency Management Agency; Department of Health and Social Services; Department of Services for Children, Youth and Their Families; Department of Agriculture; Department of Transportation; Delaware National Guard; and local agencies, having either direct or oversight responsibilities to ensure prompt and adequate response prior to, during, and after a natural, or man-made disaster or emergency. The scope of the incident could be local or statewide. Specifically, agencies must ensure the timely activation, operation, and management of evacuation operations; PODs, Community Shelters, and Emergency Worker Base Camps to ensure the displaced population receives food, water and other commodities necessary to mitigate the effects of an incident; and waste and debris management services. This contract will be accessible to any State Agency, School District, Political Subdivision, Volunteer Fire Company, or any authorized response entity in the State of Delaware that has a need, in compliance with that jurisdiction's purchasing requirements. The Using Jurisdiction is responsible for payment for services rendered.

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.

This is a contingency contract which will be used only when other existing statewide contracts and resources cannot meet the State's needs, or local resources have been exhausted, or when expediency of response is critical to save lives and protect property, in response to local or statewide emergencies or disasters.

2. CONTRACT PERIOD

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

Each contractor's contract shall be valid for a two (2) year period from October 15th, 2019 through October 14, 2021. Each contract may be renewed for three (3) 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.

3. VENDORS

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
Rob Ray
954-725-6992
response@ashbritt.com
954-818-3564
FAX: 954-725-6991
Dow Knight
954-725-6992
dow@ashbritt
0000050605
GSS19565-EMERG_MATLV01
Tab 7

Ceres Environmental Services, Inc.
3825 85th Ave. North
Brooklyn Park, MN 55443
Dawn Brown
800-218-4424 X 5641
dawn.brown@ceresenv.com
612-578-0316
866-228-5636
Tia Laurie
813-333-8254
tia.laurie@ceresenv.com
0000023235
GSS19565-EMERG_MATLV02
Tab 7 only

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582
John Ramsay
800-992-6207
jramsay@crowdergulf.com
251-402-3677
251-459-7433
Barrett Holmes
864-569-6611
bholmes@crowdergulf.com
0000000211
GSS19565-EMERG_MATLV03
Tab 7 only

Deployed Resources, LLC
164 McPike Rd.
Rome, NY 13441
Lori Riley
229-543-2002
lriley@deployedresources.com
229-543-2002
229-599-2992
Nick Cignarale
315-617-2662
ncignarale@deployedresources.com
0000017208
GSS19565-EMERG_MATLV04
Tab 3 & 10

Louis Berger U.S., Inc
350 Eagleview Blvd Suite 250
Exton, PA 19341
Vincent Ricevuto
610-363-5391
vricevuto@louisberger.com
610-574-0673
610-363-5390
Tim Jamison
484-886-1840
tjamison@louisberger.com
0000013037
GSS19565-EMERG_MATLV05
Tabs 1,4,5, 6, 9, 10

Integrity Medical Solutions, Inc.
1028 Railroad Ave
Shelby, NC 28152
J. Shaun Taylor
855-505-9267
shaun.taylor@integritymedicalsolutions.com
855-505-9267
919-869-2463
0000162282
GSS19565-EMERG_MATLV06
Tab 2 - Line 171(Specialty)

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

3. STATE OF DELAWARE POINT OF CONTACT

Vendors may contact the Delaware Emergency Management Agency via email at ops2.dema@state.de.us or call 302-659-2200 or 302-659-3362 for any questions they may have.

4. SHIPPING TERMS

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

Unless otherwise stated on the Award Notice pricing sheets, shipping shall be F.O.B. destination; freight pre-paid.

5. PRICING

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

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

- a. Prices or rates will remain firm for the initial two (2) year term of the contract, except fuels, unless further negotiations are deemed necessary by the State. The CPI-U and FEMA guidelines for eligible expenses may be used as a benchmark during price negotiations.
- b. Fuel pricing will be adjusted daily. Pricing at cost plus a fixed price (specifying the fixed price mark-up) must be in accordance with FEMA Public Assistance policy.

A price listing by item is provided in the attached GSS19565-EMERG_MATL Award Notice Pricing The Contract Matrix can be found in Addendum History.

ADDITIONAL TERMS AND CONDITIONS

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

6. NOTICE OF CONTRACT ACTIVATION

As part of the DE Emergency Operations Plan (DEOP), the State of Delaware will email and text vendor contacts in the event the Emergency Operations Center (EOC) is activated.

On receipt of activation notice, the State of Delaware requires one (1) vendor emergency confirmation response, by text or email, to the State of Delaware contact to verify receipt. Each vendor shall be prepared to provide a current list of available materials and services to the State of Delaware, upon request.

None of the above items shall be considered task notification, and no vendor actions are to occur until an official request or Purchase Order has been issued by the State of Delaware.

7. PERSONNEL

The vendors represent that they have, or will secure at their expense, all personnel required to perform the services under this contract.

- a. All of the equipment required by this contract must be provided and operated by the vendor(s) under their direct supervision.
- b. All personnel, including subcontractors, engaged in the work must be NIMS-compliant, where applicable, and fully qualified and authorized under applicable Federal, State, and local law to perform the requested services.

8. MINIMUM WAGE RATES

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates. Vendors should contact the State of Delaware Department of Labor at 1-800-452-1589 or 302-761-8069, for current and applicable wage rate requirements. Government Support Services reserves the right, under extraordinary circumstances, to renegotiate wage rates for a specific incident with the vendor(s) based on supply and demand.

9. OVERTIME AND PREMIUM TIME RATES

Overtime or premium time will be paid based on rates provided on GSS19565-EMERG_MATL Award Notice Pricing Spreadsheet.

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. FEMA REIMBURSEMENT GUIDANCE

For Federally declare disasters, Vendors must maintain and submit to the Using Jurisdiction any and all documentation required to support FEMA reimbursement of expenditures against the contract. Additionally, Vendors must maintain all backup and supporting documentation required by FEMA for audit purposes. Timeframes for submission of the reimbursement documentation and for record retention must adhere to applicable FEMA policies. Vendors should review FEMA Guidelines and rates for eligible costs FEMA allowable reimbursement costs may be reviewed at <http://cfr.vlex.com/vid/19833801>

13. VENDOR EXERCISE PARTICIPATION

- a. Vendors may be requested to participate in planned exercises or drills to ensure appropriate coordination and readiness to respond to an actual incident.
- b. At Vendors' expense, Vendors may be asked to assign one (1) person to be located at, and provide assistance to, the State of Delaware Emergency Operations Center (EOC) or one of the four (4) local EOC's (three county EOC's and the City of Wilmington EOC) for one day exercises or drills per year under this clause. Further, participation in exercises under this clause will be limited to no more than three (3) participants per year.
- c. Additionally, Vendors may be asked to participate more fully in the State's exercise plan, to include participation in full-scale exercises to test components of the contract. Services provided, beyond what is specified in "b" above, will be billable to the Using Jurisdiction and reimbursed at contract rates based on the quoted pricing for exercise participation on the Award Notice Pricing Sheet.

14. ALLOWABLE FUEL SURCHARGES

The allowable fuel indexed surcharge calculation is linked to the monthly rounded average of the national US On-Highway average price for a unit of fuel, based on type, as published by the US Department of Energy. The State will apply the monthly rounded average from the period two months prior to calculate the applicable fuel surcharge percentage. As an example, the June 2014 fuel surcharge percentage would be calculated by the State based on the US On-Highway monthly rounded average for April 2014.

To view the current On-Highway Diesel Fuel Prices vendors may go to the On-Highway Diesel Fuel line on the On-Highway Diesel Fuel page at: <https://www.eia.gov/petroleum/gasdiesel/>

15. POINT OF DELIVERY

At the time of order placement, the Using Jurisdiction will specify the end point of delivery for products and services. Vendors will not ship without obtaining a specified point of delivery from the Using Jurisdiction. Vendors are responsible for obtaining and paying fees for all duties, tariffs, highway and other special permits that may be required for delivery.

Pricing shown on the Award Notice Pricing Spreadsheet shall be assumed to include all applicable delivery, freight, and shipping charges unless otherwise specified. Certain sales and excise taxes may not be applicable to the State of Delaware or its agencies. Tax exemption certificates from using agencies shall be furnished upon request. If taxes are not included in net prices, they must be deducted from the final cost.

16. REPLACEMENT OF DAMAGED OR CONTAMINATED EQUIPMENT

It is the intent of the State of Delaware, that the determination as to whether the equipment or supplies are damaged beyond repair, or to the extent that decontamination is impossible, shall be a joint decision made by the authorized user and the vendor.

17. 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.

18. 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.

19. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19565-EMERG_MATL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

20. REQUIREMENTS

Depending on the nature and scope of the event, the State of Delaware could require additional goods and services if local resources should become unavailable. In such cases, Vendors would need to provide additional support in terms of materials and services to support existing State of Delaware disaster and emergency response plans. This contract includes requirements covering a wide range of resources to support these plans. The scope of required services could include shipping and logistics management, shelter management, Points of Distribution (PODs) operation, security services, base camp management, debris and waste removal and disposal management, transportation services, project management, personnel procurement, to include personnel who have the appropriate NIMS/ICS training in accordance with the NIMS five-year training plan in effect at the time they are deployed under the terms of the contract. The NIMS five-year training plan can be reviewed at www.fema.gov/library/viewRecord.do?id=2962.

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.

21. 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.

22. 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.

23. 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.

24. 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>.

25. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc., required by local, State, or Federal laws, must be obtained by the Vendor at their own expense.

26. TAX EXEMPTION

Material covered by this contract is exempt from all Federal and State Taxes. Such taxes must not be included in prices quoted.

Any material with is to be incorporated in the work or any equipment required for the work contemplated in the contract may be consigned to the Using Jurisdiction.

If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3476(b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges must be paid by the Vendor. Each Vendor will take their exemption into account in calculating their price.

27. EMERGENCY TERMINATION OF CONTRACT

Due to restrictions which may be established by the U.S. Government on material or work, a contract may be terminated by the cancellation of all or portions of the contract.

28. INVOICING

Purchase Orders will be issued and vendor invoices serviced in accordance with the Using Jurisdiction's purchasing procedures.

29. NON-PERFORMANCE

The State expects the contractor to make every effort to fulfill its obligations under the terms and conditions of this contract. In the event the contractor is unable to meet one or more terms or conditions of this contract, the State reserves the right to purchase the required goods or services from other sources. The State will not hold the contractor liable for the contractor's inability to fulfill the purchase order if the contractor has made every reasonable effort to fulfill those obligations.

30. ENERGY STAR PRODUCTS

If applicable, Vendors **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall incident costs to a minimum. Vendors are encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

31. USING JURISDICTION'S RESPONSIBILITIES

The Using Jurisdiction will give prompt written notice to the Vendor whenever the Using Jurisdiction observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

POINT OF DISTRIBUTION (POD) REQUIREMENTS

The Delaware Emergency Management Agency, in coordination with other State Agencies, has the overall responsibility for establishing and operating Points of Distribution (PODs) that can support displaced populations as a result of a variety of events listed in the Statement of Needs. PODs are designed to support populations of 5,000, 10,000 or 20,000 per day and can be operated for short or long periods of time. This section provides pricing and the response times for the delivery of required resources for each POD type, to include personnel resources. Vendors may provide all requirements listed or select items, depending on their capabilities. In addition, since total requirements are driven by the nature, scope, and duration of the incident, Vendors may provide tiered pricing for Water, Ice, Meals-Ready-To-Eat (MREs), and Heater Meals. This section also provides the applicable rental or purchase price, and hourly, daily, or weekly, or monthly rental on the Pricing Spreadsheet, Tab 1 for equipment and labor resources. In addition, pricing and times for onsite delivery are also required for ice, tarps, water, MRE's, Heater Meals, portable toilets and dumpsters. The following pages list the types of POD's along with their locations.

POINTS OF DISTRIBUTION (POD's) LOCATIONS

Site Location	Address
New Castle County	
Frawley Stadium	801 S. Madison St. Wilmington
Baynard Stadium	1021 W. 18 th St. Wilmington
Rockford Park	2800 W 19 th St. Wilmington
Goodstay Center	2600-2800 Pennsylvania Ave. Wilmington
Home Depot	601 Naaman's Rd. Claymont
NCC Airport	Route 13 New Castle
Burris Foods	1000 Centerpoint Blvd. New Castle
Summit Airport	4200 Summit Bridge Road, Middletown
Kent County	
Blue Hen Corp. Ctr.	655 S. Bay Rd. Dover
Dover Downs	1131 N. DuPont Hwy. Dover
DE State Fairgrounds	901 William M. Chambers, Jr. Rd. Harrington
Milford High School	1019 N. Walnut St. Milford
Clayton Industrial Park	Clayton
Sussex County	
WalMart	Route 13, 751 N. DuPont Hwy. Seaford
WalMart	Route 113, 939 N. DuPont Hwy. Milford
WalMart	Route 1, 18922 Rehoboth Beach Blvd., Rehoboth Beach
Home Depot	1212 Route 1, Rehoboth Beach
Lowe's	20364 Plantations Rd. Lewes

DESIGNATED COMMUNITY SHELTERS

	SHELTER	ADDRESS
City of Wilmington		
1	Chase Center	800 South Madison Street
2	Hicks Anderson Center	501 North Madison Street
3	Howard High School	401 East 12 th Street
4	Salesianum School	1801 N. Broom St.
5	Wilmington PAL Center	3707 North Market St
New Castle County		
6	Asbury United Methodist Church	300 Basin Road, New Castle
7	Bob Carpenter Center	631 S. College Ave. Newark
8	Concord High School	2501 Ebright Road Wilmington
9	Christ the Teacher Catholic School	2451 Frazer Road, Newark
10	Dickinson High School	1801 Milltown Rd. Wilmington
11	Glasgow High School	1901 S. College Ave. Newark
12	Middletown High School	120 Silver Lake Rd. Middletown
13	Mount Pleasant High School	5201 Washington Blvd. Wilmington
14	Odessa Fire Hall	304 Main Street, Odessa
15	Ogletown Baptist Church	1700 Limestone Road, Wilmington
16	St Mark's United Methodist Church	316 Red Mill Road, Newark
17	Wallace Wallen Center	701 East Basin Road, New Castle
18	William Penn High School	713 E. Basin Rd. New Castle
19	St. Georges Vo Tech High School	555 Hyatt's Corner Rd. Middletown
Kent County		
20	Bower's Beach Fire Hall	3285 Main Street Frederica
21	Caesar Rodney High School	239 Old North Road, Camden
22	Central Middle School	211 Delaware Avenue, Dover
23	Delaware State University Gym	1200 North DuPont Hwy. Dover
24	Dover High School	1 Pat Lynn Drive, Dover
25	Fred Fifer Middle School	109 East Camden-Wyoming Ave. Camden
26	John Bassett Moore Middle School	22 S. Main St. Smyrna
27	Lake Forest High School	5407 Killen's Pond Rd. Felton
28	Neil Postlethwait Middle School	2841 S. State St. Camden-Wyoming
29	Smyrna High School	500 Duck Creek Pkwy. Smyrna
30	Smyrna Middle School	700 Duck Creek Pkwy. Smyrna
31	Wesley College Gym	120 North State Street, Dover
32	William Henry Middle School	65 Carver Road Dover
Sussex County		
33	Banneker Elementary School	449 North St. Milford
34	Beacon Middle School	19483 John J. Williams Hwy. Lewes
35	Cape Henlopen High school	1250 Kings Hwy. Lewes, DE
36	Cheer Community Center	20520 Sandhill Road Georgetown
37	Georgetown Middle School	301 West Market St. Georgetown
38	Indian River High school	29772 Armory Rd. Dagsboro
39	Sussex Central High School	26026 Patriot's Way, Georgetown
40	Milford High School	1019 N. Walnut St. Milford,
41	Milford Middle School	612 Lakeview Ave., Milford
42	Phyllis Wheatley Elementary School	48 Church St. Bridgeville, DE
43	Rehoboth Beach Convention Center	229 Rehoboth Ave. Rehoboth Beach
44	Sussex Vo-Tech High School	17099 County Seat Hwy. Georgetown
45	Woodbridge Middle School	307 Laws St. Bridgeville