



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 4, 2013

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSA13016-ENVIRONMENT
Hazardous & Non-hazardous Chemical Waste Pick-up & Disposal

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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- a. **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.
- b. 29 Del. C., § 6935 permits an agency to purchase materiel from an existing federal contract vendor approved by the General Services Administration. This statute permits that “The Director [Office of Management and Budget] may enter into negotiations with various manufacturers or distributors and award contracts which will enable agencies and local governments to purchase materiel at prices approved by the General Services Administration of the United States government or its successor”.
- c. Materials and Waste Recycling and Disposal Services:
 - i. Infectious waste
 - ii. Emergency Response Services for Oil and Hazardous Material Incidents
 - iii. Site Remediation, Hazardous and Solid Waste Transportation, Tank Cleaning/Closure, Industrial Maintenance & Lab Pack Services and Household Hazardous Waste Programs
 - iv. Thermal Treatment of Petroleum Contaminated Soils
- d. Note: Services offered under this agreement shall NOT include any association with construction services and/or the transportation and/or disposal of “Special Waste” such as radioactive waste, and/or the disposal of discarded, unwanted material (e.g., office paper, newspaper, food waste, and beverage containers, cardboard and packing materials).
- e. All infectious waste must be packaged in accordance with Delaware Regulations: Administrative Code: Title 7: 1000: 13000: 1302. (Paragraph 5 below)

2. CONTRACT PERIOD

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The contractor’s contract shall be valid through February 12, 2018.

3. VENDORS

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FSF ID: 0000013127
GSA Contract Number: GS-10F-0254N, SIN 899-5 only
Clean Venture, Inc.
210 S. First St.
Elizabeth, NJ 07206-1502
POC: Michael Lancos
Phone: 856-863-8778 or 908-355-5800
Fax: 856-863-3725
Email: michael.lancos@cleanventure.com
Website: www.cyclechem.com or www.cleanventure.com

4. SHIPPING TERMS

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

5. WARRANTY AND GENERAL PROVISIONS

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Contractor's standard commercial warranty applies.

General Provisions – Hazardous Waste Regulations

Delaware Regulations: Administrative Code: Title 7: 1000: 13000: 1302

[Part 122 - The Hazardous Waste Permit Program](#)

[Part 124 - Procedures for Decision Making](#)

[Part 260 - Hazardous Waste Management System: General](#)

[Part 261 - Identification and Listing of Hazardous Waste](#)

[Part 261 Identification and Listing of Hazardous Waste Appendices](#)

[Part 262 Standards Applicable to Generators of Hazardous Waste](#)

[Part 263 - Standards Applicable to Transporters of Hazardous Waste](#)

[Part 264 Standards for Owners and Operators of Hazardous Waste Treatment Storage and Disposal Facilities](#)

[Part 265 - Interim Status Standards for Owners and Operators of Hazardous](#)

[Part 266 Standards for the Management of Specific Types of Hazardous Waste](#)

[Part 268 - Land Disposal Restrictions](#)

[Part 273 - Standards For Universal Waste Management](#)

[Part 279 - Standards for the Management of Used Oil](#)

6. PRICING

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SIN 899-5		
LABOR CATEGORIES	Government Hourly Labor Rate	Government Daily Labor Rate
Project Manager	\$68.83	\$550.62
Project Coordinator	\$68.83	\$550.62
Project Supervisor	\$55.06	\$440.50
Project Foreman	\$41.30	\$330.37
Field Supervisor	\$41.30	\$330.37
Project Health & Safety Officer	\$55.06	\$440.50
Boat Operator	\$38.54	\$308.32
Chemist	\$55.06	\$440.50
Driver	\$36.71	\$293.68
Environmental Technician	\$31.20	\$249.61
Equipment Operator	\$38.54	\$308.32

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Field Clerk/Administrative Assistant	\$27.53	\$220.25
Field Professional	\$55.06	\$440.50

Chemical Waste Removal				
Category	Unit 1	Cost per Unit 1	Unit 2	Cost per Unit 2
Flammable Liquids	5 gallon lab pack	\$124.00	55 gallon drum lab pack	\$325.00
Flammable Solids	5 gallon bulk	\$78.00	55 gallon drum lab pack	\$420.00
Corrosive Liquids	5 gallon lab pack	\$124.00	55 gallon drum lab pack	\$325.00
Corrosive Solids	5 gallon lab pack	\$124.00		
Environmental Hazardous Liquids	5 gallon lab pack	\$163.00	55 gallon drum lab pack	\$371.00
Environmental Hazardous Solids	5 gallon lab pack	\$163.00	55 gallon drum lab pack	\$371.00
Oxidizing Liquids	5 gallon lab pack	\$184.00	55 gallon drum lab pack	\$385.00
Oxidizing Solids	5 gallon lab pack	\$184.00	55 gallon drum lab pack	\$385.00
Trichloroacetic Acid Liquid Waste	5 gallon lab pack	\$124.00	55 gallon drum lab pack	\$325.00
Mercury Corrosive Liquids	5 gallon lab pack	\$163.00		
Non-Hazardous Liquids	5 gallon lab pack	\$65.00	55 gallon drum lab pack	\$189.00
Vermiculite	20 lb bag	\$46.00		
Drums (55 G)	ea.	\$35.00		
Pails	ea.	\$15.00		
Pickup Truck	per day	\$55.00		
Miscellaneous	Cost + 12%			
PPE	event	\$65.00		
Transportation:	per pickup	\$325.00		

ADDITIONAL TERMS AND CONDITIONS

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7. 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.

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

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. 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.

12. 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.

13. 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.

14. 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>.