



State of Delaware  
Department of Natural Resources & Environmental Control  
Division of Air Quality / Ambient Monitoring  
715 Grantham Lane  
New Castle, DE 19720  
302-232-4542

November 4, 2013

ISSUED BY: **Charles Sarnoski**  
**Program Manager I**  
**302-324-2022**

SUBJECT: **AWARD NOTICE**  
**NAT-13002-BTEXANALYZ**  
**BTEX Analyzer**

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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

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Each contractor's contract shall be valid for a 2 year period from October 10, 2013 through September 30, 2015. Each contract may be renewed for one additional one (1) year period(s) through negotiation between the contractor and DNREC/DAQ. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**2. VENDORS**

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Wilbur Technical Services, LLC  
5 Northern Blvd., Unit 14  
Amherst, New Hampshire 03031  
Tel: 603-880-7100 Fax: 603-880-3157

**3. SHIPPING TERMS**

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

**4. DELIVERY AND PICKUP**

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Deliver to: DNREC/DAQ, 715 Grantham Lane, New Castle, DE 19720

**5. PRICING**

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

STATE OF DELAWARE  
Department of Natural Resources & Environmental Control  
Contract #: NAT-13002-BETXANALYZ

Line Item #	APPENDIX B Description	Pricing Forms Manufacturer	Model #	Price
1	BTEX Analyzer	Synspec	GC955-601	\$40,719.72

**ADDITIONAL TERMS AND CONDITIONS**

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**6. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).**

**Billing:**  
State of Delaware/Division of Accounting  
Department of Finance  
820 Silver Lake Boulevard, Suite 200  
Dover, DE 19904

**Shipping**  
State of Delaware / DNREC / DAQ  
715 Grantham Lane  
New Castle, DE 19720  
Attn: C Sarnoski

**7. PAYMENT**

The Agency 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.

**8. 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 DNREC/DAQ to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**9. 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. The ordering agency will place their orders 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.

**10. REQUIREMENTS**

Vendor will provide one day start-up and training.

**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**

Award Notice: BTEX Analyzer  
Contract No.: NAT-13002-BTEXANALYZ

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 must then formally contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.