



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL  
DIVISION OF WATERSHED STEWARDSHIP

October 17, 2014

ISSUED BY: RICHARD GREENE  
ENVIRONMENTAL ENGINEER  
302-739-9939

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. NAT14190-WATAR**  
**Watershed Approach to Toxics Assessment and Restoration**

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

<b>1. CONTRACT PERIOD .....</b>	<b>2</b>
<b>2. VENDORS .....</b>	<b>2</b>
<b>3. SHIPPING TERMS .....</b>	<b>2</b>
<b>4. DELIVERY AND PICKUP .....</b>	<b>2</b>
<b>5. PRICING .....</b>	<b>3</b>
<b>ADDITIONAL TERMS AND CONDITIONS.....</b>	<b>4</b>

## **KEY CONTRACT INFORMATION**

### **1. CONTRACT PERIOD**

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

Each contractor's contract shall be valid for a three (3) year period from October 1, 2014 through October 1, 2017. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and the Delaware Department of Natural Resources and Environmental Control. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **2. VENDORS**

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

AXYS Analytical Services Ltd.  
2045 Mills Road West  
Sidney, BC Canada V8L 5X2  
POC: Richard Grace  
PH: 250-655-5800  
EM: [rgrace@axys.com](mailto:rgrace@axys.com)  
FSF: 0000035741

### **3. SHIPPING TERMS**

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

Vendor shall pay for all shipments to the Delaware Department of Natural Resources and Environmental Control. The Delaware Department of Natural Resources and Environmental Control will pay for all shipments to the Vendor.

### **4. DELIVERY AND PICKUP**

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

Delivery of coolers, sample containers and associated sampling supplies shall be made to the Delaware Department of Natural Resources and Environmental Control, 89 Kings Highway, Dover, DE, 19904, c/o the Environmental Laboratory Section. Delivery of correspondence shall be made to the Delaware Department of Natural Resources and Environmental Control, Watershed Assessment Section, 820 Silver lake Blvd., Suite 220, Dover, DE, 19904, c/o Richard Greene.

**5. PRICING**

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

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

Item	Description	Unit Price
		(EACH)
1	Carboy supply, cleaning, proofing, and shipment to DNREC	200
2	Carboy processing to produce glass wound filter samples and XAD resin samples from DNREC-submitted Carboys. Includes preparation of columns to hold filters and XAD. Includes media cost and proofing costs.	300
3	Analysis of Glass Wound Filters for PCB congeners by EPA 1668A; dioxins & furans by EPA 1613B; and OC Pesticides by EPA 1699 or equivalent, all from a common extract.	2050
4	Analysis of XAD Resin for PCB congeners by EPA 1668A; dioxins & furans by EPA 1613B; and OC Pesticides by EPA 1699 or equivalent, all from a common extract.	2050
5	Analysis of 2.5L whole water or filtered water samples for PCB congeners by EPA 1668A.	825
6	Analysis of 2.5L whole water or filtered water samples for dioxins & furans by EPA 1613B.	625
7	Analysis of 2.5L whole water or filtered water samples for target OC Pesticides by EPA 1699 or equivalent.	750
8	Analysis of 2.5L whole water or filtered water samples for target PAH compounds by EPA 8270 C/D modified by EPA 1625.	575
9	Analysis of Sediment for PCB congeners by EPA 1668A; dioxins & furans by EPA 1613B; OC Pesticides by EPA 1699 or equivalent; and target PAH compounds by EPA 8270 C/D modified by EPA 1625. Includes moisture determination.	2650
10	Tissue Homogenization	50
11	Analysis of Tissue for PCB congeners by EPA 1668A; dioxins & furans by EPA 1613B; OC Pesticides by EPA 1699 or equivalent; and target PAH compounds by EPA 8270 C/D modified by EPA 1625. Includes moisture determination and gravimetric lipid content as per EPA 1613B.	2675

## **ADDITIONAL TERMS AND CONDITIONS**

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

### **6. 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.

### **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 quality as specified unless specific approval is given by the Delaware Department of Natural Resources and Environmental Control to do otherwise. Substitutions may require the submission of written specifications and 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. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT14190-WATAR on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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

Award Notice  
Contract No.

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.