



**STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES/REMEDATION SECTION**

February 20, 2024

ISSUED BY: ANNA WICKS
ENVIRONMENTAL PROGRAM MGR II
302-395-2600

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT23002-HOME_HEAT
HOME HEATING FUEL CONTRACTS

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KEY CONTRACT INFORMATION

1. CONTRACT SUMMARY

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This Agreement is a multiple source contract for professional services. VENDOR is one of several firms that Delaware has entered into agreements under Contract No. NAT23002-HOME_HEAT to provide professional services to Delaware, consisting of Heating Fuel Underground Storage Tank (UST) Removal, Closure in Place and limited Overexcavation Services as part of the Heating Fuel UST Closure Assistance Program (as detailed in the attached Request for Proposal and hereby incorporated as part of this Contract), on site-specific projects. Entering into this Agreement entitles Vendor to receive Task Orders from Delaware during the Contract period when Delaware requires professional services for Heating Fuel UST Removal, Closure in Place and Overexcavation Services as part of the Heating Fuel UST Closure Assistance Program on any site-specific project. The Task Orders to perform professional services on site-specific projects will be on a rotating basis. The task order will specify that Vendor has been selected to perform the work pursuant to this Professional Service Agreement.

2. CONTRACT PERIOD

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This contract shall be valid from January 1, 2024 through December 31, 2028.

3. VENDORS

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Enter information for awarded vendors here.

Number of cells in table below may be reduced/expanded based on number of vendors awarded.

Vendor Name: 1st State Petroleum Services Address: 714 Gallo Road City, State Zip: Harrington, DE 19952 Primary Contact Name: Mr Stacy Gallo Phone: Email: MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor <input type="checkbox"/>	Vendor Name: Coastal Pump and Tank, Inc. Address: 17401 South Dupont Hwy City, State Zip: Harrington, DE 19952 Primary Contact Name: Phone: Email: MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor <input type="checkbox"/>
Vendor Name: Maddox Enterprises Inc. DBA J & M Industries Address: 11 Millside Drive City, State Zip: Wilmington, DE 19801 Primary Contact Name: Mr Jim Maddox Phone: 302-575-0200 Email: Jim@maddoxconcrete.com MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor <input type="checkbox"/>	

4. PRICE

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Prices will remain firm for the term of the contract.

The specific project proposal shall be based on the list of prices established as part of the Professional Service Agreement for each vendor.

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5. 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.

6. 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.

7. 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 Department of Natural Resources and Environmental Control to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. 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.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT23002-HOME_HEAT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. REQUIREMENTS

The types of services performed under this contract as part of the Heating Fuel UST Closure Assistance Program for any or all of the project specific proposals are as follows:

- Perform UST removals and closures in place of USTs that are part of the Heating Fuel UST Closure Assistance Program (heating fuel USTs containing 1,100 gallons or less for consumptive use on the premises where stored).
- Collect UST removal and closure in place soil samples in accordance with DNREC soil sampling documents and the Delaware Risk Based Corrective Action Program (DERBCAP).
- Conduct limited, pre-approved overexcavations.
- Collect overexcavation soil samples in accordance with DNREC technical guidance documents and the Delaware Risk Based Corrective Action Program (DERBCAP).
- Provide analysis of samples by a qualified environmental laboratory.
- Perform site restoration to original conditions including, but not limited to, fence removal/replacement, concrete repair, asphalt repair, topsoil and seeding, etc.

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- Coordinate and implement the proper permitting, handling, transport, and disposal of waste and contaminated materials (residual fuel, sludge, contaminated soils).
- Obtain all applicable local, state, and federal permits needed to perform the required professional services.
- Provide technical reporting of UST removal, closure in place or limited overexcavation activities.

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

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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>