



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 11, 2011

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

FROM: Courtney McCarty
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE – EFFECTIVE May 1, 2011**
CONTRACT NO. GSS11595A-COOK_OIL_REM
Cooking Oil Collection/Recycling

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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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, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from May 1, 2011 through April 30, 2012. Each contract may be renewed for three (3) additional one (1) year period 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:

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Valley Proteins, Inc.
PO Box 3588
Winchester, VA 22604
Phone: 800-871-3406
Fax: 540-877-3215
Email: custservicecollection@valleyproteins.com

4. SHIPPING TERMS:

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F.O.B. destination.

5. PRICING:

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

Regardless of pick up frequency vendor will pay \$0.06 per pound.

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).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. 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.

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 Government Support Services 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. 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.

10. REQUIREMENTS:

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for cooking oil collection/recycling as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

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>.

15. GENERAL INFORMATION

The contractor must perform all services in accordance with local, state and federal laws pertaining to the removal, transportation and disposal of all waste products.

In the event of a spill or release of fluids do to the failure of the contractor, subcontractor or any equipment, the contractor shall be responsible for notifying the proper local and state authorities. The contractor shall be responsible for all costs associated with the release of fluids including but not limited to clean-up and fines.

Trucks shall not leak offensive liquids or vehicle fluids from truck while on State property.

16. VENDOR RESPONSIBILITY

Meet with the Agency and conduct a site visit to determine service needs. The Agency and Contractor will work together to determine the minimum number of service containers and service days. The contractor will work with the agencies to set-up automatic, scheduled servicing, or on-call as needed. The contractor shall schedule collection during normal working hours unless other hours are mutually agreed upon. The contractor must be able to supply the appropriate size, regulation compliant containers for each location at no charge to the State. The vendor must have a verifiable policy to ensure that all the waste cooking oil that is collected from the State is recycled.

17. PICK-UP

The contractor shall be solely responsible for the collection and recycling/disposal of used cooking oil from each location and shall ensure that all work is performed in accordance with general trade practices used within the industry standards.

The contractor assumes ownership of the materials covered by this contract at the time of collection.

It will be the responsibility of the contractor to inspect each container at time of pick up for leaks. Damaged containers must be replaced within one (1) week.

A collection slip is to be left at each location and must show the name of the driver, amount in gallons and be signed by the employee monitoring the collection.

18. STATE OF EMERGENCY / HOLIDAYS

Collection services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where State offices are closed. In the event of a State of Emergency, collection must be made within one (1) day after the emergency is lifted. If a pull day falls on a holiday at a lock down facility pick up must be made the next day the location is open for business.

19. GREASE CONTAINERS

Containers should be constructed of heavy gauge steel with wrap around end panels for extra strength and continuous welded inside seams to prevent leaks. The containers should have bolt in screens and locking lid. The lid should be designed to provide an extended drip ledge to minimize grease spills. Contractor must supply the style and construction of containers with proposal.

The awarded vendor(s) will also be required to adjust the size of internal and external containers and frequency of pulls as necessary with no additional cost to the State for the life of the contract. This will help the State realize a cost savings rather than a penalty.

20. CONTAINER REPAIR

All containers and lids are to be kept in working order. Containers and lids that are damaged shall be repaired or replaced within one (1) week. The inspection and reporting of damaged container lids shall be the responsibility of the Contractor.

21. SAFETY REQUIREMENTS

All employees of the contractor are to be trained in the safe operation of all equipment prior to being utilized on this contract.

All safety and health requirements as mandated by the State of Delaware must be followed.

Caution should be exercised while making collections during special events and regular working hours so as to not cause injury to pedestrians or damage to vehicles and state property.

Collection trucks are to be equipped with backup warning alarm.

Property damage resulting from the collection operations must be reported to the Office of Management and Budget within twenty-four (24) hours. All damaged property must be repaired within a reasonable time frame agreed to by both the contractor and the agency. All cost of repairs are the responsibility of the contractor.

22. CONTACT PERSONS

There shall be a minimum of four (4) contact persons listed in your proposal. A primary contact person for waste service calls. A secondary contact person for waste service calls. A contact person for repair service calls. And a contact person for accounting matters.

23. PHASE-IN TIMELINE

It is anticipated that the used cooking oil removal/recycle phase in will take up to three (3) months. During that time, awarded vendor(s) will be required to work with the agencies to ensure that there is no disruption in service that includes but is not limited to lack of containers, excessive amount of containers or improper placement of containers.