STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

November 15, 2011

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

FROM: ALISHA MCCULLOUGH
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4556

SUBJECT: **AWARD NOTICE – ADDENDUM #3 – Effective November 15, 2011**
CONTRACT NO. GSS10061-WASTE_RECYCLE
SINGLE STREAM RECYCLING AND SOLID WASTE REMOVAL

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:..... 2
2. CONTRACT PERIOD: 2
3. VENDORS: 2
4. SHIPPING TERMS: 2
5. DELIVERY AND PICKUP:..... 2
6. PRICING 3
ADDITIONAL TERMS AND CONDITIONS..... 3

GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

(Return to Table of Contents)

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.

2. CONTRACT PERIOD:

(Return to Table of Contents)

Each contractor's contract shall be valid for two (2) year period from July 1, 2010 through June 30, 2012. Each contract may be renewed for three (3) one (1) year periods(s) 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.

This contract has been extended through June 30, 2013.

3. VENDORS:

(Return to Table of Contents)

Waste Management
300 Harvey Road
Wilmington, DE 19804-2430
302-994-0944
FSF # 0000024528

Contacts:

Rob Clendenin	Initial Set up / Changes in Service	757-558-6149 or RClendenin@wm.com
Tim Brubaker	Route Manager/Service Issues	302-218-3375
David Forgie	Shop Manager	302-218-6535
Margaret Applegarth	Billing	302-994-0944, Ext.3361

4. SHIPPING TERMS:

(Return to Table of Contents)

F.O.B. destination.

5. DELIVERY AND PICKUP:

(Return to Table of Contents)

Delivery and pickup will be based on the individual location/agency needs.

6. PRICING:

(Return to Table of Contents)

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

Please refer to the pricing spreadsheet located at the following link:

http://bidcondocs.delaware.gov/GSS/10061-4.xls

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

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. REQUIREMENTS:

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Single Stream Recycling and Solid Waste Removal as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

Contractor shall furnish all labor, materials, supplies and transportation necessary for removal of single stream recyclables and solid waste for the State of Delaware. Contractor will be required to provide containers, bins, compactors or other receptacles. These will be used for the deposit of single stream recyclables to be transported to an approved location and solid waste to be transported to Delaware Solid Waste Authority (DSWA) facilities in accordance with the terms and conditions of this contract. Recyclables will include but not be limited to, all mixed papers, plastics, glass, tins, boxboard, cardboard, or any materials defined by DSWA as approved for single stream recycling.

SANITARY PROCEDURES:

A. All containers shall be maintained in a safe and operable condition, shall be maintained in such a manner that when emptied or replaced they shall be free of offensive odor and sealed to prevent liquid spillage. Upon inspection, the Department may require certain containers to be cleaned and/or painted during the contract term.

B. The exterior of the containers shall be free of debris or other objectionable matter.

C. All refuse and spilled equipment fluids adjacent to containers shall be removed within forty eight (48) from the time of occurrence hours by the contractor.

D. Compacting on State Properties is prohibited unless permission is granted by the agency.

E. Trucks shall not leak offensive liquids from truck while on state property. Compaction of waste that creates this problem shall be done off State property.

F. Trucks shall not leak vehicle fluids while on State property.

G. 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.

H. If a declared State of Emergency is announced by the Governor, pick up is to resume the following day after the State of Emergency is lifted.

GENERAL EQUIPMENT REQUIREMENTS:

A. **External Containers** - Containers shall have access openings for ease of depositing refuse and shall be mechanically enclosed to prevent blowing and scavenging of refuse. Containers shall be designed to prevent lids from falling behind container when loading and unloading. All six (6) yard containers are to be low style with plastic lids. Contractor must supply the style and construction of containers with proposal.

B. **Internal Containers –** Containers must be delivered to each location no less than 30 days prior to offerors placement of external recycling containers, until such time to avoid contamination all waste shall be considered unrecyclable and pulls from the recyclables containers are to be disposed of as waste. Containers provided at no cost to the state must be sufficient size and quantity to accommodate agency's needs, from desk side to central location containers to accommodate anticipated volume of recyclable material. The State intends to address internal processes from desk side to central locations or which is most effective. All containers must be capable of accepting a trashcan liner. Large central recycling containers must contain a lid or closure option so that recyclable materials are not visible. Containers may not carry a company logo or name and will not be returned at the end of the contract terms.

Waste Management will provide internal containers for the State of Delaware in a range of sizes. 10 gallon containers can be used desk side, 18-gallon containers can be used in shared areas, 64 and 96 gallon wheeled containers can be used for copy rooms, break rooms and large working spaces. Management will complete an analysis of the buildings to ensure the correct sizing of containers to be used in each area.

C. **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.

SAFETY REQUIREMENTS:

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

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

D. 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.

D. 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.

COLLECTION:

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.

EDUCATIONAL MATERIALS:

Offeror will supply each location no less than 30 days prior to placement of external recycling containers with informational/ educational literature on recycling. Material shall be suitable for posting within public buildings and cannot contain company logos or advertising materials.

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 RESPONSIBLIITIES:

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.