



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

June 1, 2011

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

FROM: BRUCE KRUG  
STATE CONTRACT PROCUREMENT SUPERVISOR  
302-857-4534

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS11608-DOC\_DESTRUCT**  
**SECURED DOCUMENT DESTRUCTION**

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**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**

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

In accordance with **Title 16, Subsection 9605, Delaware Code**. If any agency of this State intends to procure a product or service on the procurement list, that agency shall, in accordance with the rules and regulations of the Commission, procure such product or service, at the price established by the Commission from the Delaware Industries for the Blind and from qualified rehabilitation facilities. If the product or service is available within the period required by that agency, such procurement shall be mandatory. This chapter, however shall not apply in any case where products or services are available for procurement from any agency of this State and procurement therefrom is required under any statute, rule or regulation.

Pursuant to 16 Del. C., §9602 (1) "Agency of this State" shall include all counties, towns, school districts or any other entity which is supported in whole or in part by funds appropriated by the General Assembly.

### **2. CONTRACT PERIOD**

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

Each contractor's contract shall be valid on June 1, 2011. Set Aside contracts do not carry an expiration date. Addendums may be issued periodically to adjust pricing, terms or add/remove items as necessary. Prices remain fixed/firm unless adjusted by addendum through the State Use Law Commission.

### **3. VENDORS**

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

DELARF. Delaware Association of Rehabilitation Facilities 100 W. 10 <sup>th</sup> Street, Suite 103 Wilmington, DE 19801 Terry Cipolla Phone No.: (302) 622-9177 Fax No.: (302) 777-5386 Email: TCipolla@Delarf.org
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### **4. SHIPPING TERMS**

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

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

### **5. DELIVERY AND PICKUP**

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

#### **A) Interior Container Service**

- Customer utilizes consoles and/or bins provided and placed by Vendor
- Services are on a weekly or bi-weekly service schedule
- Additional pickups outside of the established designated pickup schedule are subject to a trip charge as defined in PRICING.

## 6. **PRICING**

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

Prices will remain firm for the term of the contract unless it is deemed in the best interest of the State to do otherwise and has the approval of the State Use Law Commission.

### A) Interior Container Service

- Pricing will be \$.17 per pound
- Additional pick-ups outside of the established designated pick-up schedule will be subject to a trip charge as follows:

New Castle County: \$25.00

Kent County: \$50.00

Sussex County: \$75.00

## **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**

### **A) Interior Container Service**

- Customer utilizes consoles and/or bins provided and placed by Vendor
- Services are on a weekly or bi-weekly service schedule
- Additional pick-ups outside of the established designated pick-up schedule will be subject to a trip charge as defined in PRICING.

## **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 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>.