



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 1, 2012

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

FROM: DENNIS J SMITH
STATE CONTRACT PROCUREMENT OFFICER
302-857-4544

SUBJECT: **AWARD NOTICE Addendum #6 (Effective Sept 1, 2014)**
CONTRACT NO. GSS12600B-BULB_RECYC
FLUORESCENT BULB RECYCLING

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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, 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 September 1, 2012 through August 31, 2013. Each contract may be renewed for four (4) additional one (1) year periods 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 August 31, 2014 under the same terms and conditions.

This contract has been extended through August 31, 2015 under the same terms and conditions.

3. VENDORS

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**Veolia Environmental Services
Technical Solutions**
FSF ID# 0000022378

Sandra Shaughnessy (Sandy)
Customer Service Supervisor
90 Pleasant Street
West Bridgewater, MA 02379
Phone: 774-296-6030 x209
Fax: 774-296-6040

Sandra.shaughnessy@veoliaes.com

Joe Izykowski
Accounts Manager, Electronics Recycling
90 Pleasant Street
West Bridgewater, MA 02379
Phone: 800-478-6055
Cell: 617-851-1277

Joseph.izykowski@veoliaes.com

4. SHIPPING TERMS

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

5. PICK-UP SCHEDULING

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The Vendor shall pick up lamps and ballasts during normal working hours (Monday through Friday, between 8:00 am and 5:00 pm) unless prior arrangements are made and approved by the designated agency representative. All waste pickups shall occur at a time mutually agreed by the Vendor(s) and the agency representative. If delays are created by the Vendor(s), they are responsible for all costs associated with the additional handling of the wastes to assure that the wastes are removed from the pickup site within regulatory limits. The Vendor(s) shall notify the agency representative of any change of the waste pickup time at least 2 hours prior to the scheduled pickup time. The Vendor(s) shall notify the agency representative of any changes to the waste pick up date at least 2 working days prior to the scheduled pick up date. Excessive violation of this requirement may result in contract termination.

6. PRICING

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

Awarded pricing can be found in Excel document – Pricing Spreadsheet

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.

ADDITIONAL TERMS AND CONDITIONS

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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. CONTRACTOR QUALIFICATIONS

The Vendor(s) shall be responsible for compliance with all applicable laws, rules, regulations and standards. All material, equipment, supplies and services provided must comply with all laws, rules, regulations and standards applicable in the State (as well as any other states) through which wastes are

transported, recycled, treated, stored, and disposed. Engineering controls or work practices that ensure no contamination of work area or exposure of other employees or persons shall be implemented.

The Vendor(s) shall provide competent and adequately trained personnel to package, label, transport, and manage wastes. Personnel shall be of adequate number, have adequate training, and understand chemical hazards and commonly used nomenclature, to meet the requirements of all applicable regulations. Personnel providing service within the secure perimeter of Department of Corrections' facilities shall meet all requirements presented in Appendix B of the RFP.

11. CUSTOMER SERVICE

The Vendor(s) shall provide each of the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries. Representatives should be available by phone, fax, or email (local or 800 number preferred).

12. WASTE LAMP PICKUP SERVICES

The Vendor(s) shall provide an adequate number of knowledgeable, competent, and trained staff for each lamp pickup. Arrival at the pickup site shall be with all equipment, supplies, materials, proper labels and vehicles necessary for the legal and safe transport of all waste lamps and ballasts. The vehicles used shall be prepared for loading before arrival and be in safe working order. The Vendor is responsible for the cleanup of all debris and mercury resulting from breakage.

All waste lamps or ballasts offered for shipment shall be removed from the pickup site at the time the waste is packaged, marked and labeled. Ballasts containing PCB's must be handled in accordance with the Toxic Substance Control Act (TSCA) and the Code of Federal Regulations (CFR), including but not limited to 40 CFR 761. Any exception shall be approved by the designated agency representative

The Vendor(s) shall prepare shipping documents (Bills of Lading) in accordance with all applicable regulations and provide these shipping documents to the agency representative prior to departure of the pickup site. This documentation shall be legible, accurate and clearly indicate the number of lamps, weight of broken lamps in kilograms, transporter's name, vendor name, and waste management site the lamps are being shipped to.

If requested by the agency representative when the shipment is scheduled, the Vendor(s) shall provide a portable scale, calibrated and certified, to accurately weigh containers of broken lamps.

The Vendor(s) shall properly mark and label all containers of waste lamps and/or ballasts in accordance with all applicable regulations. If special containers are required, the Vendor(s) must furnish appropriate containers at the State's expense. The State reserves the right to furnish its own shipping containers as long as those containers are equivalent to those required by the Vendor(s). If necessary, to meet regulatory or processing facility requirements, the Vendor(s) may repack waste lamps at the State's expense if approved by the agency representative. The Vendor(s) shall move the containers out of storage and load them onto their truck as required.

13. WASTE LAMP TRANSPORTATION AND PROCESSING

The Vendor(s) must process all lamps within 14 days and by-products within 60 days from the date of pickup. It is the responsibility of the Vendor(s) to provide Certificates of Recycling/Destruction from the lamp processing facility to the Agency location that generated the waste.

For any transporter utilized, the Vendor(s) shall provide the name, address, and a list of permits and licenses for any state that the waste will be shipped through or to.

14. REPORTS, RECORDKEEPING, AND RETENTION

The Vendor(s) shall have full responsibility for preparing and maintaining all records necessary for compliance with all applicable laws, rules, regulations, and standards for lamp and ballast management.

Certificates of recycling/destruction must be received by the Agency within 90 days after the waste is picked up from the State. The State will continually evaluate the Vendor(s) performance on providing certificates of recycling/destruction in a timely manner.

The State may request reports that summarize the recycling/reclaiming facility's total waste lamps collected and the total amount of mercury recovered on an annual basis.

All waste management sites used shall have all appropriate permits, licenses, certifications and approvals to perform waste handling and management. This information shall be provided to the State when requested.

Monthly Usage reports are required. To track recyclable material collected, the vendor shall provide the number of bulbs collected, and also the weight in pounds of crushed bulbs collected. This information shall be identified on the required monthly usage reports.

15. EDUCATIONAL MATERIALS

Offeror will supply each location previous to implementation with informational/educational literature on recycling of waste lamps and universal waste. Material shall be suitable for posting within public buildings and cannot contain company logos or advertising materials

16. HOLIDAYS

No pick-ups shall occur on State of Delaware legal holidays unless previously arranged by agency representatives. State Holidays are identified at the following link:
<http://www.delawarepersonnel.com/labor/holidays/>

17. 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.

18. 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.

19. 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.

20. 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>.