

State of Delaware

LAUNDRY SUPPLIES AND EQUIPMENT

Invitation to Bid Contract No. 06-161-SM

August 7, 2006

**- *Deadline to Respond* -
August 29, 2006
*1:00 p.m., EDT***

CONTRACT NO. 06-161-SM

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Laundry Supplies and Equipment. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. 06-161-SM

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - A - NO BID REPLY FORM
 - B - BID BOND
 - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D - QUOTATION SUMMARY
 - E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by 1:00 p.m., EDT, Tuesday, August 29, 2006.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
820 SILVER LAKE BLVD., - SUITE 100
DOVER, DE 19904.**

Please note: All bids will be received at the above address until August 18th. All bids mailed August 19th and after will be received at the new address: Government Support Services, 100 Enterprise Drive, Suite 4, Dover, DE 19904.

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Sandra H. McKinley at 302.838.8067.

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CONTRACT NO. 06-161-SM
Laundry Supplies and Equipment
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Laundry Supplies and Equipment requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

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.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for two (2) year period from September 1, 2006 through August 31, 2008. Each contract may be renewed for three (3) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices shall remain firm for the term of the contract.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the optional year(s), the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

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6. **SHIPPING TERMS:**

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

7. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

8. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

9. **BID BOND REQUIREMENT:**

Each bidder shall furnish a bond to the State of Delaware for the benefit of Government Support Services in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to Government Support Services in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

10. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

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11. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Government Support Services
Contract No. 06-161-SM
State of Delaware
820 Silver Lake Blvd. Suite 100
Dover, DE 19904**

Note: The State of Delaware shall not be named as an additional insured.

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12. **BASIS OF AWARD:**

Government Support Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

13. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8250 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

14. **HOLD HARMLESS:**

The successful bidder 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 successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

15. **NON-PERFORMANCE:**

In the event the vendor 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 vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

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16. **FORCE MAJEURE:**

Neither the vendor 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.

17. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

18. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolve around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY** detailing the purchasing of all items on this contract. The format will be provided to the awarded vendor(s) and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

The report shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code.

19. **BUSINESS REFERENCES [Current Vendor(s) Excluded]:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

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20. **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.

21. **BILLING:**

The successful vendor is required to "**Bill as Shipped**" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

22. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. 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.

23. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

24. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid/Request for Proposal and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

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25. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

26. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

27. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

28. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

29. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

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30. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

31. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005. Failure to provide this information could render the bid as non-responsive.

32. **CHANGES:**

Both parties may, from time to time, may require changes in the services to be provided by the Contractor. These changes will be mutually agreed to between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

33. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

34. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

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35. **ITEM DESCRIPTION:**

All bidders shall indicate the **manufacturer and manufacturer's brand name** for each item bid. The contracted vendor is required to furnish the material as accepted on the bid. NO Substitution shall be permitted for any awarded item during the contract period without the written consent of the Government Support Services.

36. **DELIVERY:**

The successful bidder(s) agrees to deliver F.O.B. ordering agency all material covered by this contract within seven (7) calendar days after date of receipt of each order. In the event the delivery date cannot be met for any specific material, the bidder will note the differed delivery date next to the material involved on his bid and the bidder(s) will be required to make delivery of back ordered item(s) within seven (7) calendar days. Partial orders will be excepted provided the vendor has notified the agency prior to delivery. Delivery of material purchased will be made to the ordering agency at the location designated on the agency (purchase) order. Delivery information will be either faxed, phoned, or e-mailed into the Laundry Manager or designee at each location, a minimum of one (1) business day prior to actual departure from their business premises.

37. **INSPECTION:**

Upon delivery, the material will be inspected by each receiving agency and if found defective at time of delivery, will be rejected or returned. If found to be defective, or it fails in any way to meet specifications as indicated, after delivery, the agency shall have thirty (30) days to notify the vendor of such failure(s). All shortages must be reported to the vendor within five (5) days of delivery, and replacements made within seven (7) days.

38. **DISCONTINUED ITEMS:**

In the event an item on the contract becomes unavailable, the vendor must notify the Government Support Services promptly. If purchase orders are on hand at the time the item becomes unavailable, it is the vendor's responsibility to notify the ordering agency and to offer a suitable substitute at the contract price.

39. **MATERIAL SAFETY DATA SHEET (MSDS):**

Where applicable, MSDS must accompany your bid. In addition, agencies are to be supplied a complete set of MSD sheets prior to delivery, to be retained for informational purposes in case of fire or other emergency.

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40. **PRODUCT SPECIFICATION SHEETS:**

Vendor must submit Product Specification Sheets/Technical Information Sheets for all items being bid on, with the bid. These sheets will be used to verify/validate product quantities stated, with actual product performance during testing.

41. **PACKAGING OF DELIVERIES:**

Manufacturer's standard new containers shall be sufficiently durable to insure safe delivery and the construction and labeling of which shall allow ready acceptance by common carriers regularly engaged in interstate commerce. All containers specified herein shall be so designed and constructed that product shall not affect nor shall it be affected by the container in which it is furnished. Containers shall not have defects affecting serviceability such as rust spots, dents or weak seams. **It shall be the vendor's responsibility to pickup and dispose of any empty liquid chemical containers when deliveries are made.**

Packaging of product(s) delivered shall be as contracted.

All deliveries shall be clearly marked with agency purchase order number and labeled as specified herein.

Shipments not in accordance with the above may be refused or returned to contractor freight collect.

42. **LABELING:**

Permanently affixed to each container and to each case shall be manufacturer's standard identification commercial typeset label which shall be in compliance with the Federal Hazardous Substances Labeling Act and applicable O.S.H.A. requirements.

Label shall be in acid resistant ink, Dennison Thermiage, or be such that label will resist deterioration and remain legible throughout using period of contents.

Label shall clearly indicate at least the following:

- a) Generic identification of product therein
- b) Name and address of manufacturer
- c) Trade/brand name of product therein
- d) Warning statement and precautionary handling instructions
- e) Recommended antidotal action information as required
- f) The statement: "Protect from Freezing" (as applicable)
- g) Manufacturer's directions for use in detail
- h) Net contents in U.S. standard pounds, ounces, gallons or fluid ounces
- i) Active ingredient claim as required

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43. **PRODUCT TESTING:**

The lowest responsive bidder will be notified by Government Support Services promptly after the bid opening, and must be available for testing on Thursday, August 31, 2006.

Testing will be performed at the Delaware Hospital for the Chronically III (DHCI), which is considered a heavy soil, diaper type laundry facility utilizing four hundred pound washing machines. A determination will be made on the day of testing, as to whether or not the quantity of both liquid and powdered products as documented in the "Bid Reply Section" are able to duplicate the standard of cleaning currently acceptable at this facility. A representative from the Government Support Services will be involved during the entire testing process to verify that the quantities are exactly that which are offered in the bid. In addition, the machines used for testing will operate at the normal wash/rinse time cycles. Currently, DHCI is a powder facility, however the bidder must bring all equipment to perform testing of liquid products also, which would include but not limited to a temporary pumping mechanism/system to dispense from shipping containers.

The decision of the laundry manager will be considered conclusive and final and there will be no additional testing options available.

44. **USING AGENCIES/LOCATION:**

NEW CASTLE COUNTY	KENT COUNTY	SUSSEX COUNTY
Plummer Center - Wilmington	Hospital for the Chronically III – Smyrna	Stockley Center - Georgetown
Ferris School – Wilmington	Smyrna Corrections – Smyrna	Sussex Corrections - Georgetown
Delaware State Hospital - New Castle		Stevenson House – Milford
Emily P. Bissell Hospital – Wilmington		
Gander Hill - Wilmington		
Webb Correctional Facility - Wilmington		

50. **SECURITY:**

For security purposes, the following sheet must be filled out by anyone performing work at any Department of Correction Facilities.

Date: _____ Time In _____ Time Out: _____
Vender: _____ Equipment Maintenance Evaluation
Description of Work Requested: _____
Description of Work Performed: _____
Prognosis: _____

Date: _____ Time In _____ Time Out: _____
Who: _____ Equipment Maintenance Evaluation
Description of Work: _____
Description of Work Performed: _____
Prognosis: _____

Date: _____ Time In _____ Time Out: _____
Who: _____ Equipment Maintenance Evaluation
Description of Work: _____
Description of Work Performed: _____
Prognosis: _____

Date: _____ Time In _____ Time Out: _____
Who: _____ Equipment Maintenance Evaluation
Description of Work: _____
Description of Work Performed: _____
Prognosis: _____

II. SPECIAL PROVISIONS

ADDITIONAL DOC SECURITY REQUIREMENTS & PROCEDURES

1. REQUIREMENTS

The correctional facility has issued regulations to be observed by all Contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the Project in order to minimize disruption to prison operations, maintain security and to facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The Contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the Director of Security, 245 McKee Road, Dover, DE 19904 including their name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to within the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. Proper construction clothing is required. Short pants are not permitted.
- e. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
- f. Contractor is also advised that only limited movement will be permitted while inside the compound.
- g. Contractors are requested to notify the Director of custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- h. Completion of background check ("A" Short Form) is required for all employees who will be working in any DOC facility (see next page for "A" Short Form).

II. SPECIAL PROVISIONS Continued

3. CONTRABAND/TOOL CONTROL

- a. Title 11, Section 1256 of the Delaware Code specifies that,

“A person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.
- b. No one may introduce into or possess on the grounds of any institution of any of the following, which are considered to be contraband except as noted.
 1. Any intoxicating beverage.
 2. Tobacco or paraphernalia
 3. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
 4. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
 5. Any instrument that may be used as an aid in attempting an escape.
 6. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
 7. An article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c. In addition to above, no inmate may possess:
 1. Any tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
 2. Money.
 3. Inmates are not permitted to franchise with the public or contractors.
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the Institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the facility. At entry control points vehicles and personnel will be searched, to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.
- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification of tools can be determined according to the following categories.

II. SPECIAL PROVISIONS Continued

1. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
 - a. Diamond-point drills
 - b. Ice picks
 - c. Hones and sharpening stock.
 - d. Metal cutters, blades
 - e. Bolt cutters
 - f. Cleaners
 - g. Cutting torches
 - h. Electric drills, portable
 - i. Electric bench and portable grinders
 - j. Files
 - k. Gear pullers
 - l. Diamond point and regular hacksaw blades.
- f. Lost or stolen tools must be reported to security of the Department of Correction.
- g. Broken saw blades must be removed from the property (not left or discarded on site.)

4. GENERAL REQUIREMENTS

- a. When workers are finished for the day, all tools will be accounted for by the worker and escorting officer.
- b. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- c. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be complete at night during a time when the institution's routine will not be interfered with.
- g. Workers shall be subjected to all rules and regulation and shall comply with the escorting officers' instruction accordingly.

II. SPECIAL PROVISIONS Continued

5. SPECIAL REQUIREMENTS:

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- c. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- d. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

6. SITE SECURITY:

- a. The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

1. Photo Identification Card

- a. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:

- 1.Name;
- 2.Date of Birth;
- 3.Social Security Number;
- 4.Address

- b. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collect at the end of the day and returned to the Main Gate.

2. Assigning Men to the Site

- a. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site, so an officer can be assigned to accompany all his personnel.

II. SPECIAL PROVISIONS Continued

3. Tools and Materials

- a. No tools or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.

4. Prison Records

- a. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replace by the trade subcontractor or subcontractor at no additional cost.

5. Workmen Lunch Area/Searches

- a. Workmen will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted.
- b. All workmen will be expected to submit to a search of themselves, their toolboxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.

6. Prohibited Items

- a. The following items are prohibited from being brought onto the prison grounds and construction site:
 1. Alcoholic beverages and drugs;
 2. Tobacco Products
 3. Explosive and firearms.

II. SPECIAL PROVISIONS Continued

7. Working Dress and Workmen:

- a. Workmen will maintain proper attire while working at the institution.
8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
10. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
11. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.). Also no affectionate or intimate behavior between official visitors and inmates is permitted.
12. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
14. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or prison personnel is strictly prohibited.
16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
18. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.

II. SPECIAL PROVISIONS Continued

19. Tools and Equipment Safety:

- a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
- b. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, signals, alarm boxes, etc.) at all times.
- c. Powder Actuated Tools: Comply with Owner's Maintenance Superintendent direction for control of powder used and stored.

20. Construction Personnel Vehicle Parking:

- a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
- b. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

TECHNICAL SPECIFICATIONS

**CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES & EQUIPMENT**

SERVICE SPECIFICATIONS:

The contractor shall provide at least one (1) service call per month (minimum of 20 days between service calls) to be performed by technically trained service personnel (having practical experience in servicing laundry machines) and qualified to instruct and train laundry machine operators, as well as being able to offer the latest visual training aids. The contractor shall provide with his bid, the names and addresses of manufacturer's service representatives available in New Castle, Kent and Sussex counties, a complete description of company training in laundry service, trouble shooting and chart cutting and assistance in programming micro processors for laundry machines. Failure to provide this may result in your bid being considered non-responsive.

The contractor shall be solely responsible for coordinating service visit(s) with each agency's laundry manager and ensuring that any or all the following services are provided to laundry managers satisfaction while the agency is utilizing contractor's products:

1. Monthly Chemical Titration Testing; iron, bleach and fabric testing; liquid bleach concentration testing; water hardness testing; pH measurements; fabric analysis.
2. Inspect and properly maintain all dispensing equipment (if utilized).
3. Inspect laundry machines as to functioning of mechanical parts, gauges and valves. Provide adjustments and clean dispenser(s) and other mechanical dispensing parts.
4. Check solutions on each machine for optimum concentration and temperature.
5. Render any and all other services normally provided to other customers which shall include instruction on machine maintenance procedures to be followed by agency personnel between regular service calls.
6. At the time of each service (and any emergency) visits, a written report in triplicate shall be completed. One copy shall be retained by participating State agency, second copy for contractor's file and final copy to be submitted by contractor to the Division of Purchasing along with the quarterly usage report.
7. In addition, when requested and **within 24 hours of said request**, the contractor shall make emergency service calls to handle problems requiring immediate attention and correction to dispenser(s) and/or dispensers installation(s) to include all parts and labor.

**CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES & EQUIPMENT**

SERVICE SPECIFICATIONS (Continued)

8. Contractor/manufacturer shall have available at no cost nor with any obligation to the State of Delaware, a research and testing facility for examination of problem fabrics, fabric damaged in laundering process, etc.
9. Contractor shall provide assistance in the establishing of all classifications of washing formulas, the temperatures and water levels, the cutting of automatic formula charts, programming of micro processors, training of laundry personnel in proper application of their chemicals and other physical and mechanical assistance as required and necessary to ensure proper and most economical operation of laundry facility.

LIQUID DISPENSING EQUIPMENT

1. The contractor shall furnish, install and maintain on a loan basis at no cost to the State of Delaware proper dispensing equipment to the known facilities, and any others that may be added throughout the duration of this contract.
2. The contractor shall be responsible for coordinating with each agency's laundry manager, for the installation of dispenser(s). In the event a quantity of previous contractor's product(s) remain unused subsequent to effective date of this contract, coordination between the new contractor and laundry managers shall ensure previous contractor's products are completely utilized allowing previous contractor's dispenser(s) to remain in place before similar products are received from new contractor and shall further ensure that no interruption of service shall occur during transition. The removal of dispenser(s) shall be a coordinated effort between the laundry managers, the new and previous contractor.
3. The system shall be a closed system that shall automatically dispense products from their respective shipping containers into the laundry machine.
4. The system shall utilize special positive displacement pumps and solid state electronic control for accurate dispensing.
5. The system shall automatically inject the proper amount of product for each load, allowing flexibility according to work classifications. The system shall have optional add-on detergent pump for higher volume detergent output as for laundry machines larger than 150 pounds dry weight capacity.
6. The system shall be capable of pumping from a minimum distance of 25 feet. System shall have the capacity of counting laundry loads.

**CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES & EQUIPMENT**

LIQUID PRODUCT SPECIFICATIONS

1. Laundry Detergent, 55 gal drums, 5 gal pails

This material shall be a liquid capable of cleaning a wide range of soils in the laundering process when used in conjunction with a liquid or powdered alkaline builder. Sanolite DE, or approved equal.

2. Laundry Alkali, 55 gal drums, 30 gal drums, 5 gal pails

This material shall be a pourable liquid silicated laundry alkaline builder. Sanolite Builder DE. or approved equal.

3. Liquid Fabric Softener w/ Anti-Bacterial Agent, 55 gal drums, 5 gal pails

This material shall be a liquid cationic fabric softener containing an antibacterial agent effective in inhibiting gram positive and gram negative bacteria. This material must carry the E.P.A. registration number on each container. Sanolite-Sani Fluff II, or approved equal.

4. Liquid Laundry Chlorine Bleach, 5, 15 and 30 gal drums

Suitable for use in laundry applications employed in laundering of white and colored cotton and polyester/cotton blend fabrics. Product shall be in uniform, low viscosity and liquid form. Sanolite-Liquid Bleach DE, or approved equal.

5. Laundry Sour, 30 gal drums, 15 gal drums, 5 gal pails

This material shall be a pourable liquid organic laundry sour. Sanolite-Sour DE, or approved equal.

**CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES & EQUIPMENT**

MISCELLANEOUS LIQUID PRODUCT SPECIFICATIONS

6. Liquid Laundry Oxygen Bleach, 15 gal drum, 5 gal pails

Suitable for use in laundry applications employed in laundering of white and colored cotton and polyester/cotton blend fabrics. Product shall be in uniform, low viscosity, liquid form. Sanolite-Chlor Away Liquid, or approved equal

7. Liquid Sour & Soft Combined, 30 gal drums, 5 gal pails

This product shall be a stable, concentrated liquid sour-softener. The sour portion of the product provides the residual alkalinity neutralization capabilities. The softener portion of the product provides softness to the fabric, thereby reducing fabric abrasiveness and wear. The softener characteristics will have been improved in this non-phosphorous product. Sanolite-Sour Soft DE, or approved equal

8. Liquid Pre-Soak, 1 gal containers

A balanced blend of ingredients that will deliver pre-cleaning results. This product will have excellent wetting and penetrating powers for effective soil removers and will be stable in either acid or alkaline water. Sanolite-Wash Out, or approved equal

9. Liquid 1 Step Detergent, 15 gal. pails, 5 gal pails

This product will be a pumpable liquid that is a complete phosphated detergent and will be effective in cleaning light to medium types of soiled laundry. Sanolite-Built Laundry Detergent DE, or approved equal

**CONTRACT NO. 06-161-SM
LAUNDRY SUPPLIES & EQUIPMENT**

POWDER PRODUCT SPECIFICATIONS

10. Laundry Detergent, Heavy Duty, 100 lb drum, 55 lb drum

This product is an alkaline-built, biodegradable detergent containing a dual phase cleaning system to cover a wide range of soils and fabrics. It also will have a combination of anti-redisposition and whitening agents as well as being oil buffered to prevent tensile strength loss of fabrics. Sanolite S-99 or approved equal.

11. Laundry Fabric Softener w/Bacterial Static Agent, 100 lb drum

A free flowing granular powder with a pleasant non-offensive odor, effective in replacing lubricity removed by washing process. This material must reduce static electricity, and effectively reduce abrasion to the patient by imparting a softness to the fabric. This material must carry an E.P.A. registration number on the label of each container and shall be effective in inhibiting the growth of certain gram positive and gram negative bacteria. Treated material must comply with standard seven seconds re-wetability test. Sanolite Bacstat 500 or approved equal.

12. Laundry Bleach, 100 lb kegs, 55 lb drum

This material shall be a white dustless material in powder or bead form containing an organic chlorine liberating compound. This material shall not contain caustic soda. This material is to be used by addition in its dry form directly to the washer. Sanolite Powered Bleach DE, or approved equal.

13. Laundry Sour, 100 lb drum

A free flowing dustless powder. Neutralizing value 1 gram of material in aqueous solution, must neutralize not less than 600 milligrams of NAOH or equivalent alkalinity when treated hot, with standard caustic soda solution, (carbonate free to phenophtalein in point. Sanolite-Sun White, or approved equal.

14. Laundry Antichlor, 100 lb drum

A highly soluble inorganic reducing agent capable of removing chlorine laundry bleach from both fabrics and the washing liquor, in addition to residual chlorine in the water supply. Sanolite-Chlor Away, or approved equal.

BID QUOTATION REPLY SECTION

CONTRACT NO. 06-161-SM

LAUNDRY SUPPLIES & EQUIPMENT

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Government Support Services by 1:00 p.m., EDT, Tuesday, August 29, 2006 at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
820 SILVER LAKE BLVD., - SUITE 100
DOVER DE 19904**

Please note: All bids will be received at the above address until August 18th. All bids mailed August 19th and after will be received at the new address: Government Support Services, 100 Enterprise Drive, Suite 4, Dover, DE 19904.

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

CONTRACT NO.: 06-161-SM
LAUNDRY SUPPLIES AND EQUIPMENT

BID QUOTATION

NOTE: BE SURE TO INCLUDE THE FOLLOWING ITEMS WITH YOUR BID:

1. Non-Collusion Statement
2. References
3. MSD Sheets (if applicable)
4. Product Information Sheets
5. List of Service Representative(s) and their Training
(See Service Specifications)
6. Bid Bond

DELIVERY:

(See Special Provision No. 26)

Ship Stock _____ days ARO

Ship Non-Stock _____ days ARO

TOTAL BID VALUE \$ _____

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
820 SILVER LAKE BLVD. – SUITE 100
DOVER, DELAWARE 19904

NO BID REPLY FORM

BID #06-161-SM

BID TITLE: LAUNDRY SUPPLIES AND EQUIPMENT

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

- 3. We do not feel we can be competitive.
- 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the State. Our objections are: _____

- 6. We do not sell the items/services on which Bids are requested.
- 7. Other: _____

FIRM NAME

SIGNATURE

- We wish to remain on the Bidder's List **for these goods or services.**
- We wish to be deleted from the Bidder's List **for these goods or services.**

10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of
_____ of the County of _____ and State of _____
principal, and _____ of _____ of the County of
_____ and the State of _____ as surety, legally authorized
to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in
the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars)
of amount bid on Contract No. _____ to be paid to said State of Delaware for the
use and benefit of the _____ of said State, for which payment
well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and severally for and in the whole, firmly by these
presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal
_____ who has submitted to said Agency of the State of Delaware,
a certain proposal to enter into a certain contract to be known as Contract No. _____,
for the furnishing of certain products and/or services within the said State of Delaware shall be
awarded said Contract No. _____, and if said _____ shall well and truly
enter into and execute said Contract No. _____ and furnish therewith such surety bond
as may be required by the terms of said contract and approved by said Agency, said contract
and said bond to be entered into within twenty days after the date of official notice of the award
thereof in accordance with the terms of said proposal, then this obligation to be void or else to
be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____
in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

(Seal) BY

Corporate
Seal

Title

_____ BY

Name of Surety (Seal)

_____ (Seal)

Title

CONTRACT NO.: 06-161-SM
TITLE: LAUNDRY SUPPLIES AND EQUIPMENT
OPENING DATE: AUGUST 29, 2006

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____

Check one)	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
 (Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
 LICENSE NUMBER _____

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women Business Enterprise (WBE)</u>	Yes No	<u>Minority Business Enterprise (MBE)</u>	Yes No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
 (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

UNIT COST SCHEDULE
LIQUID PRODUCTS

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER PRODUCT NAME	QUANTITY/100 LB HEAVY SOIL	UNIT COST PER OUNCE	EXTENDED PRICE
1.	Detergent		_____ oz(s)	\$ _____	\$ _____
2.	Alkali		_____ oz(s)	\$ _____	\$ _____
3.	Fabric Soft. w/Bac Stat		_____ oz(s)	\$ _____	\$ _____
4.	Bleach		_____ oz(s)	\$ _____	\$ _____
5.	Sour		_____ oz(s)	\$ _____	\$ _____
TOTAL COST FOR 100 LBS. HEAVY SOIL:				\$ _____	

PLEASE NOTE THIS PAGE WILL BE USED IN THE EVALUATION OF BIDS FOR DETERMINING THE LOWEST RESPONSIVE BIDDER

UNIT COST SCHEDULE
LIQUID PRODUCTS

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER PRODUCT NAME	ESTIMATED QUANTITY	UNIT SIZE	PRICE PER GAL	EXTENDED PRICE
1.	Detergent		1000 GAL	55 GAL DRUM 5 GAL PAIL	\$ _____ \$ _____	\$ _____
2.	Alkali		100 GAL	55 GAL DRUM 30 GAL DRUM 5 GAL PAIL	\$ _____ \$ _____ \$ _____	\$ _____
3.	Fabric Soft. w/Bac Stat		1000 GAL	55 GAL DRUM 5 GAL PAIL	\$ _____ \$ _____	\$ _____
4.	Bleach Chlorine		3700 GAL	30 GAL DRUM 15 GAL DRUM 5 GAL DRUM	\$ _____ \$ _____ \$ _____	\$ _____
5.	Sour		700 GAL	30 GAL DRUM 15 GAL DRUM 5 GAL PAIL	\$ _____ \$ _____ \$ _____	\$ _____
6.	Oxygen Bleach		1500 GAL	15 GAL DRUM 5 GAL PAIL	\$ _____ \$ _____	\$ _____
7.	Sour & Soft. Combined		2400 GAL	55 GAL DRUM 5 GAL PAIL	\$ _____ \$ _____	\$ _____
8.	Pre-Soak		100 GAL	1 GAL CONT	\$ _____	\$ _____
9.	One-Step Detergent		7300 GAL	15 GAL PAIL 5 GAL PAIL	\$ _____ \$ _____	\$ _____
TOTAL AMOUNT – LIQUID:					\$ _____	

PLEASE NOTE THIS PAGE WILL BE USED IN THE DETERMINATION OF TOTAL CONTRACT VALUE AND FOR BONDING PURPOSES.

**UNIT COST SCHEDULE
POWDER PRODUCTS**

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER PRODUCT NAME	QUANTITY/100 LB HEAVY SOIL	UNIT COST PER OUNCE	EXTENDED PRICE
10.	Heavy Duty Detergent	_____	_____ oz(s)	\$ _____	\$ _____
11.	Fabric Soft. w/Bac Stat	_____	_____ oz(s)	\$ _____	\$ _____
12.	Bleach	_____	_____ oz(s)	\$ _____	\$ _____
13.	Sour	_____	_____ oz(s)	\$ _____	\$ _____
14.	Antichlor	_____	_____ oz(s)	\$ _____	\$ _____
TOTAL COST FOR 100 LBS. HEAVY SOIL -				\$ _____	

PLEASE NOTE THIS PAGE WILL BE USED N THE EVALUATION OF BIDS FOR DETERMINING THE LOWEST RESPONSIVE BIDDER

**UNIT COST SCHEDULE
POWDER PRODUCTS**

ITEM NO.	ITEM DESCRIPTION	MANUFACTURE PRODUCT NAME	ESTIMATED QUANTITY	UNIT SIZE	PRICE PER LB.	EXTENDED PRICE
10.	Heavy Duty Detergent	_____	54,000 LBS	100 LB DRUM 55 LB DRUM	\$ _____ \$ _____	\$ _____
11.	Fabric Soft. w/Bac Stat	_____	8,000 LBS	100 LB DRUM	\$ _____	\$ _____
12.	Bleach	_____	11,000 LBS	100 LB DRUM 55 LB DRUM	\$ _____ \$ _____	\$ _____
13.	Sour	_____	8,000 LBS	100 LB DRUM	\$ _____	\$ _____
14.	Antichlor	_____	5,000 LBS	100 LB DRUM	\$ _____	\$ _____
TOTAL AMOUNT - POWDER					\$ _____	

PLEASE NOTE THIS PAGE WILL BE USED IN THE DETERMINATION OF TOTAL CONTRACT VALUE AND FOR BONDING PURPOSES.

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

State of Delaware
Office of Management and Budget
Government Support Services
Contracting Section
820 Silver Lake Blvd. – Suite 100
Dover, DE 19904

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BASIS OF AWARD:**

The Office of Management and Budget, Government Support Services will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Office of Management and Budget, Government Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 11/28/05

State of Delaware Minority and Women Business Enterprise Application

All completed applications must be returned with the appropriate requested documents listed.

Type or Print Clearly

If you require assistance completing this form call (302) 739-7830.

1. **Federal Employee Identification Number:** (EIN) _____

Social Security Number: (If no EIN) _____

2. **Name of Business** _____

Street Address of Business: (P.O. Box alone is not acceptable) _____

County: _____ City: _____ State: _____ Zip Code: _____

Business Telephone: _____ Business Fax: _____

Business E-mail: _____

3. **Contact Person:** _____ Title: _____

(Materials will be mailed in the name of the Contact Person to the Business Address)

Contact Telephone: _____ Fax: _____

4. **To qualify as a M/WBE, the business must be least 51% owned, controlled and actively managed by owners of one or more of the following ethnic groups:** (Indicate percent of ownership)

Minority Business Enterprise

Woman Business Enterprise

_____ % African American

_____ % Asian-Indian

_____ % Native Hawaiian/Polynesian

_____ % Hispanic

_____ % American Indian

_____ % Asian Pacific

_____ % Other

5. **Legal Structure of Business:** (Check one)

Sole Proprietorship

Partnership

Corporation

LLC

Other _____

6. Describe in detail, what product(s) and/or service(s) your firm provides. Attach additional page(s) and/or the company's catalog.

7. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.logisticsworld.com)

1. _____ 2. _____ 3. _____

8. Date firm was established: Month ____ Day ____ Year ____

9. Date current primary owner acquired controlling interest in firm: Month ____ Day ____ Year ____

10. Date incorporated (if firm is a corporation): Month ____ Day ____ Year ____

11. Dates of corporation amendments (if firm is a corporation): ____/____/____; ____/____/____

12. List the three largest or principal customers/accounts/contracts/projects:

Name of Company	Address, City, State	Phone/Fax
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

13. Is the Business certified as a M/W/BE with any other certifying agency?

* If you answer yes to this question and are certified through any other certifying entity, please enclose a copy of your certification, complete #13 and go to page 6. Complete page 6 and mail to our office for processing.

No Yes

Name	Date Certified	Expiration Date
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

14. Identify persons or firms who provide Accounting, Legal and Banking services:

Accountant: _____ **Contact:** _____

Address: _____ **Phone:** _____

Attorney: _____ **Contact:** _____

Address: _____ **Phone:** _____

Bank: _____ **Contact:** _____

Address: _____ **Phone:** _____

15. If the business is a corporation or LLC, please list the following information:

a. Total shares authorized: _____

b. Total shares issued to date: _____

c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents?

No Yes *(If yes, please explain)*

16. List the current Board of Directors. (If additional space is required, submit an attached sheet)

Name	Title	Ethnicity	Gender	Appointment Date
a. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
b. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
c. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
d. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
e. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____

17. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

No Yes *(If yes, identity below)*

18. List names and titles of primary persons who perform the following functions:

Estimating: _____

Marketing & Sales: _____

Hiring/Firing: _____

Purchase of major items: _____

Office management and administration: _____

Financial: _____

19. Provide the following ownership information for all owners.

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: M F Ethnic Group: _____

Ownership is by: An Individual Person Other (*Describe Other*) _____

Date of Initial Ownership: _____ (Date)

% Ownership: _____ %

Number of Shares Owned: _____

U.S. Citizen: No Yes

20. Provide the following ownership information for all owners.

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: M F Ethnic Group: _____

Ownership is by: An Individual Person Other (*Describe Other*) _____

Date of Initial Ownership: _____ (Date)

% Ownership: _____ %

Number of Shares Owned: _____

U.S. Citizen: No Yes

21. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)

No

Yes

22. How did you hear about the Office of Minority and Women Business Enterprise:

08/20/03 DRR

DOCUMENT REQUEST CHECKLIST

- **To be sure you have provided all requested information, please mark “x” on the items you have submitted.**
- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the Certification process.**
- **Certification generally takes 4 to 6 weeks.**
- **An on-site visit.** *(The M/WBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received.)*

A. ALL BUSINESSES

- Birth Certificate or Green Card or Passport or Tribal Memberships, etc.
- Business Tax Returns for the past year. *(All tax returns will be returned after certification)*
- Relevant business licenses and permits.

B. Partnerships Only

- Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements.

C. Corporations and Limited Liability Corporations Only

- Articles of Incorporation with all amendments.
- Minutes of the last annual shareholders meeting.
- By-laws and By-law Amendments.
- Copy of most recent Stock Ledger.

State of Delaware Minority and Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware Statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the M/WBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the M/WBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

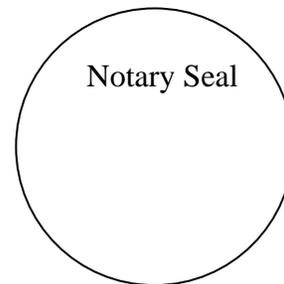
Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date



DELAWARE CERTIFICATION GUIDELINES AND INFORMATION

PURPOSE:

To increase the opportunity for minority firms to sell their products and services to the State of Delaware. These tasks support the continued growth and vitality of businesses to ensure a level playing field.

CERTIFICATION APPLICATION

The following is the application for Minority and Women Business Enterprise (M/WBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

On page 5 is the checklist of specific documents pertinent to the business that must be submitted along with the application. Please include these documents to avoid processing delays. If you have additional documentation that will show your business is eligible for certification, attach it to your application.

The Affidavit on page 6 must be signed, notarized by a Notary Public and mail with the complete application, faxed copies of the affidavit will not be accepted.

Please be prepared to provide access to your business facilities and key personnel during the review.

Please return the completed application with signature and required notarization to the address below:

**Office of Management and Budget
Office of Minority and Women
Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901**

Phone: (302) 739-7830

Fax: (302) 739-7839

Website: www.state.de.us/omwbe

MINORITY AND WOMEN BUSINESS DEFINITION

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority group members who are United States citizens or persons lawfully admitted to the United States for permanent residence. The business must currently be performing a useful function. A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the state. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice. A minority group member is one of the following:

- a. AMERICAN INDIAN** means a person who is enrolled as a member of federally recognized American Indian tribe or band, and who possesses documentation of at least one-fourth American Indian ancestry, and documentation of tribal recognition as an American Indian;
- b. ASIAN-INDIAN** means a person whose ancestors originated in India, Pakistan or Bangladesh;
- c. AFRICAN AMERICAN** means a person whose ancestors originated in any of the black racial groups of Africa;
- d. HISPANIC** means a person of any race whose ancestors originated in Mexico, Puerto Rico, Cuba, Central America or South America or whose cultural origin is Spanish;
- e. ASIAN-PACIFIC** means a person whose ancestors originated in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas;
- f. NATIVE HAWAIIANS AND POLYNESIANS;**
- g. ESKIMOS**

OWNERSHIP AND CONTROL

“Owned and controlled” means:

- A. A sole proprietorship legitimately owned by and individual who is a minority person;
- B. A corporation, a limited liability corporation, a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are legitimately held by minority persons, and in which at least 51 of the voting interests are legitimately held by minority person.
- The minority ownership; interest in the firm must be real, substantial and continuing. Such interest may include:
 - a. A risk of loss/share of profit commensurate with the proportional ownership;
 - b. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
- A minority owner must have and exercise the authority to independently control the business. The minority owner need not be continually present to be deemed in control. Characteristics of control may include:
 - Authority to sign bids and contracts
 - a. Making decisions in price negotiations;
 - b. Incurring liabilities for the firm;
 - c. Making final staffing decisions;
 - d. Policy-making; and
 - e. Making general company management decisions.
- The minority or women owners must possess the power to make to make day-to-day and long-standing decisions on matters of management, policy and operations. The firm must be under formal or informal restrictions (such as bylaws, partnership agreement, etc.) that limit authority of the minority and/or women owners to make decision and determine the future of the business. Minority or women owners must hold the highest officer position in their companies, example chief executive officer or president.
- Only those firms performing a useful business function according to custom and practice in the industry are qualified as M/WBE. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a “useful business function according to custom and practice in the industry”.
- The minority and women owners shall also possess the power to direct or cause the direction of the management and policies of the firm and make day-to-day as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged. While persons other than the owner(s) may have supervisory responsibilities within the company, ultimate supervision must rest in the hands of the minority and/or women owner.
- If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as M/WBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this definition be considered as controlling the business.

All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a M/WBE, shall be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.

The contributions of capital or expertise by the minority and women owners to acquire their interests in the firm shall be real and substantial.

- C. A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- D. Even when the company documents support the basic certification criteria, certification can be denied if the business operations do not reflect the ownership shown on paper.
- E. a) Be a for-profit business (non-profits cannot become certified)
b) Provide and be qualified to provide the goods and services for which it is being certified.
- F. If your business does not supply OMWBE with the required documentation for certification, in other words the application was submitted incomplete, the office will contact you by phone and send you a letter requesting required documentation. If you do not respond within 30 days your application will be placed in a pending file for 6 months and returned to your business as inactive. A business may resubmit the certification application at any time.
- G. If your business is certified through another Certifying organization such as the Department of Transportation, you need to complete #'s 1-7 and #14 on the Delaware Certification Application and complete page 6. You must also attach a copy of your certification and mail all documents to the OMWBE.

BENEFITS:

- Certified minority-owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

ELIGIBILITY:

A minority and women owned business (sole proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- Belong to a minority group: Native American, Black, Hispanic, Asian Indian, Asian Pacific, Eskimo or Native Hawaiian;
- At least 51 percent owned, controlled and actively managed by minority group members or by women;
- Serving a "useful business function" and have customers other than the State of Delaware.

HOW TO APPLY:

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-7830.
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, ongoing business activity, etc....)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:

Office of Management and Budget
Office of Minority and Women Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901
(302) 739-7830
<http://www.state.de.us/omwbe>