

State of Delaware

ELEVATOR AND ESCALATOR INSPECTIONS

Invitation to Bid

Contract No. GSS10236-ELEVATOR_INSP

February 22, 2010

***- Deadline to Respond -
Tuesday, March 16, 2010
1:00 p.m. EDT***

CONTRACT NO. GSS10236-ELEVATOR_INSP

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Elevator and Escalator Inspections. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS10236-ELEVATOR_INSP

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - A - NO BID REPLY FORM
 - B - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - C – APPENDIX A, SCOPE OF WORK
 - 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 Tuesday, March 16, 2010 1:00 p.m. EDT.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

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 Roxann Parker at Roxann.parker@state.de.us or 302-857-4555.

10236ITB

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: 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 its acceptable performance of the work for which it 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 the bidder.

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 its 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 its 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 itself 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 its proposal a guaranty in sum equal to at least 10% of the total value of its 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
100 Enterprise Place – Suite 4
Dover, DE 19904-8202**

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 its 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 its 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, interlineations, 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. CONTRACT AWARD:

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, its 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 its 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 itself or by its 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 its 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 its exemption into account in calculating its bid for its 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. **BID EVALUATION AND 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.

CONTRACT NO. GSS10236-ELEVATOR_INSP
Elevator and Escalator Inspections
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Elevator and Escalator Inspection 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 one (1) year from August 1, 2010 through July 31, 2011. Each contract may be renewed for four (4) one (1) year extension 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. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

6. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, 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.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

7. **SHIPPING TERMS:**

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

8. **QUANTITIES:**

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

9. **FUNDING OUT:**

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

10. **BID BOND REQUIREMENT:**

A. Bid Bond Waived.

11. **PERFORMANCE BOND REQUIREMENT:**

A. Performance Bond Waived

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

12. **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. GSS10236-ELEVATOR_INSP
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

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

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

13. **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.

14. **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 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - 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.

15. **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.

16. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

17. **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.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

18. **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.

19. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

20. **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.

21. **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 revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY** Electronically in Excel format detailing the purchasing of all items on this contract. The format to be followed is described herein 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. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

The report shall be submitted electronically in EXCEL and sent as an attachment to Roxann.parker@state.de.us . It shall contain the six-digit department and organization code.

State of Delaware
Monthly Usage Report

STATE OF DELAWARE							
MONTHLY USAGE REPORT							
Contract Name:		Contract Number:					Report Start Date:
Supplier Name:							Report End Date:
Contact Phone:							Today's Date:
Agency Name or School District	Division or Name of School	Budget Code	Item Description	Contract Item Number	Quantity	Cost Each	Total Cost

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Roxann.parker@state.de.us . It shall contain the six-digit department and organization code for each agency and school district.

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Office of Management and Budget
Government Support Services

22. **BUSINESS REFERENCES:**

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.

23. **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.

24. **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. Mail test reports and bills to the following address:

OMB Facilities Management
Business Office
Haslett Armory
122 William Penn Street
Dover, DE 19901

Department of Labor
4425 N. Market Street
Wilmington, DE 19802

Div. of Historical & Cultural Affairs
21 The Green
Dover, DE 19901

Ms. Amanda Ludlam
DHSS/DMS Facility Operation
Herman Holloway Campus
1901 N. Dupont Highway
New Castle, DE 19720

DMSS Maintenance
Department of Services for Children, Youth &
Their Families
1825 Faulkland Road
Wilmington, DE 19805

Mr. Eddie Cunningham
Delaware Technical and Community College
Administrative Services
400 Stanton – Christiana Road
Newark, DE 19713

Bruce Dickinson
Department of Correction
245 McKee Road
Dover, DE 19904

Div. of Parks and Recreation
Accounting Office
89 Kings Highway
Dover, DE 19901

25. **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.

26. **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.

27. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

28. **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.

29. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their 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 its 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.

30. **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.

31. **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.

32. **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.

STATE OF DELAWARE
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33. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its 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.

34. **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 to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

35. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

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Office of Management and Budget
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I. FORMAT FOR INVITATION TO BID:

A. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Two (2) copies of the Proposal will be submitted in a sealed envelope clearly marked with the name of the offeror and labeled GSS10236-ELEVATOR_INSP. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copy does not require original signatures.

One (1) CD containing the completed Appendix A Excel sheets, in Excel format.

The State reserves the right to reject any proposals that are not received by this date and time.

The State reserves the right to award the proposed contract to multiple suppliers if the Head of the Agency determines that such an award is in the best interest of the State.

B. DETAILED REQUIREMENTS:

The requirements of this ITB are shown in Appendix A, attached, and made a part of the contract.

C. ATTACHMENTS:

Appendix A (Pricing Grid in Excel Format).

SCOPE OF WORK DETAILS

II. The completed proposal includes:

- Completed Appendix A comprises the first portion regarding pricing. **Two (2)** hard copies and one (1) CD of your response, **the completed excel and Word files.**
- Bid Quotation Reply Section – Appendix A in Excel format
- Delaware Minority and Women Business Enterprise Certification Form and Guidelines (if appropriate)
- Signed and notarized Non-Collusion Statement
- Three Business References
- Copy of Elevator Inspector Certification (QEI)
- Curriculum Vitae (CV) outlining qualifications of supervisor
- Brief description of business and methodology/approach to be used for this project including work plan and time line

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III. Additional Guidelines:

- No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement (except as described in this ITB or mutually agreed upon in writing)
- Write your company name on the label of the CD or diskettes
- **Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored. The excel grids will be locked so that data can be input but format changes can not be made**
- Save your changes under the same filename. Print hard copies of each spreadsheet to accompany your bid.
- If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.
- Enter all information directly into the relevant Excel spreadsheet cells in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as “7.90”.) Prices must be: In US Dollars.
- Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no bid”.

INQUIRIES AND QUESTIONS

Questions regarding any aspect of this ITB should be sent in writing via email to Roxann.parker@state.de.us or faxed to Roxann Parker at 302-739-3779 no later than 3:00 p.m. EST on Mon. March 8, 2010. All questions will be answered in writing and posted on the website by Thurs. March 11, 2010.

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TECHNICAL SPECIFICATIONS

PURPOSE

The purpose of this Invitation to Bid (ITB) is to establish a contract for the inspection, evaluation and consultation regarding the vertical transportation systems (elevators, escalators, dumbwaiters, moving walks, material lifts, wheelchair lifts, stairway chairlifts and related equipment) as outlined in this ITB in the State-owned facilities throughout the State of Delaware.

SCOPE OF WORK

1. Services to be provided:

Services to be provided shall be divided into two (2) separate phases. Phase One shall consist of all necessary services required to perform the required inspections and witness the required tests as specified in this ITB for a fixed amount per year. Phase Two shall consist of consultation services as specified for a fixed hourly rate throughout the duration of the contract.

a. Phase One – Inspections and Tests

The governing codes for this ITB shall be ASME A17.1, Safety Code for Elevators and Escalators and ASME A17.3, Safety Code for Existing Elevators and Escalators and all inspections and tests shall be conducted in accordance with industry standards and ASME/ANSI A17.2 Inspectors' Manual for Elevators and Escalators. The current edition of the code or rules in effect at the time of inspections and test shall be used.

b. Phase Two – Consultation Services

Consultation services shall include but not be limited to, accident reconstruction, billing reviews, condition surveys, contract management, contract review, equipment surveys, expert witness, complaint investigation, loss control, performance evaluations, re-inspections, specification writing, safety, training, ADA surveys and accessibility requirements.

GENERAL REQUIREMENTS

1. Bidder Exclusions

Bids will not be considered from companies that have not been in the business of vertical transportation consultation and inspection for a minimum of five (5) years or companies that are in the business of or affiliated with companies that are in the business of installation, service, repair or maintenance of vertical transportation systems or related equipment.

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

GENERAL REQUIREMENTS

2. Bidder Exclusions

Bidder shall, as a minimum, employ one (1) Qualified Elevator Inspector Supervisor (QEIS) who holds at least one (1) additional elevator inspector certification from one of the building code authorities to supervise and review the inspection and test procedures and reports. All elevator inspectors, as a minimum, shall be Qualified Elevator Inspectors (QEI) and be qualified by past performance and experience to perform the consultation services as requested.

3. On-Site Requirements

Every employee or associate under the direction of the selected bidder shall immediately upon entering a facility identify themselves to the building manager or representative with their current QEI photo certification card and conduct an opening conference explaining why they are there and how they will proceed. Upon completion of the service rendered they shall conduct a closing conference with the manager/representative informing them of their findings.

NOTE: Vendor is required to give a minimum of 48 hours notice, prior to any scheduled inspections.

4. Hourly Billing

The hourly billing for re-inspections and consultation services, as requested or required, shall reflect actual time spent on-site, time spent on research and report preparation, and up to a maximum of one (1) hour each way for travel time.

5. Curriculum Vitae

The Bidder shall provide with this ITB a Curriculum Vitae (CV) outlining the qualifications of the supervisor responsible for this project and qualifications of any consultants/inspectors whose services will be utilized as a result of this contract. If new consultants/inspectors are added then this information shall be provided to the Building Manager prior to placing this person in service. **Failure to provide this information at time of bid opening will result in your bid being considered non-responsive and will be rejected.**

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ELEVATOR AND ESCALATOR INSPECTION

6. Certifications

Current copies of all required certification cards showing the expiration dates shall be provided to the Building Superintendent, Department Of Correction, Director of Administration for the respective locations.

7. Inspection and Test Reports

All inspections and tests shall be made on ASME/ANSI checklist for inspections and test or an approved equivalent and shall be accompanied by a list of infractions and recommendations for corrections and improvements.

8. Unsafe Conditions

Whenever, during the course of any survey, inspection or test, the vendor finds any serious deficiency in the safety features of the equipment or any other condition which in their judgment, renders the equipment unsafe, that equipment shall be immediately placed "OUT OF SERVICE". The vendor shall notify the building manager or representative of such condition immediately after placing the equipment out of service.

9. Initial Inspection/Survey

During the initial inspection/survey the vendor will be required to list the equipment numerically in accordance with direction from the building manager and provide the direction required to properly number all equipment.

10. Annual Certificate

The vendor shall provide a certificate of inspection for posting in/on each unit at the completion of the initial inspection and upon completion of each subsequent annual inspection thereafter.

11. The successful bidder shall be responsible for scheduling the required test with the designated elevator maintenance contractor.

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ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATION FOR ELEVATOR INSPECTION

This specification is issued to cover Elevator Inspection as required by the National Elevator Code for Elevators located in buildings under control of the Division of Facilities Management.

Wilmington Operation

Original Test Report must be filed with the Department of Licenses and Inspection, 800 French Street, Wilmington, DE 19801 with a copy to Mr. Shawn Burke, Division of Facilities Management, 820 French Street, Wilmington, DE 19801.

Dover Operations

Submit Test Report to Mr. Elliot Hardin, Division of Facilities Management, 192 Transit Lane, Dover DE 19901.

Georgetown Operations

Submit Test Report to Mr. William Gibbons, Division of Facilities Management, 5 East Pine Street, Georgetown DE 19952.

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATIONS - Continued:

DOC SECURITY REQUIREMENTS & PROCEDURES

1. **REQUIREMENTS**

The correctional facility has issued regulations to be observed by all Contractors 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 their 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 DPC including their name, social security number, age, sex, race and date of birth. The list shall be used by the Department of Correction for a background check.
- b. Workmen will not be permitted on the campus without approval. To arrange for a required escort, the Contractor shall notify DOC a minimum of twenty-four (24) prior to arrival at a DOC location.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time it takes the guards to inspect the vehicles.
- f. Proper construction clothing is required. Short pants are not permitted.
- g. 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.
- h. Contractor is also advised that only limited movement will be permitted while inside the compound.
- i. 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.
- j. Completion of "A" Short Form is required for all employees (see next page for "A" Short Form).

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ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATIONS - Continued:

SHORT FORM "A"
DELAWARE DEPARTMENT OF CORRECTION
LIST OF PERSONNEL FOR BACKGROUND CHECK
FOR ON-SITE WORK

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE/FAX: _____

CONTRACT NAME/NO: _____

NAME	RACE	DATE OF BIRTH	SSN #	DRIVER'S LICENSE NO.

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ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATIONS - 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 introduce any contraband into detention facility, or (2) being a person confined in a detention facility, they knowingly and unlawfully make, obtain, or possess 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. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
 - 3. 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.
 - 4. Any instrument that may be used as an aid in attempting an escape.
 - 5. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
 - 6. 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, toolboxes 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. At entry control points vehicles and personnel will be searched, to include any tools or relating equipment. No tools will remain on work sites upon departure. Activities must performed as authorized with proper security and safety precautions.

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ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATIONS - Continued:

- d. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.
 - 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.
- e. Lost or stolen tools must be reported to security of the Department of Correction.
- f. 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 are not permitted to wander from the work area. Should a worker need to go to another area, they 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.

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ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATIONS - Continued:

4. GENERAL REQUIREMENTS: (continued)

- 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 completed at night during a time when the institution's routine will not be interfered with.
- g. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- h. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.

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. 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.

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATIONS - Continued:

6. SITE SECURITY (continued)

1. Photo Identification Card (continued)

- b. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). They 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 workers to the project site, so an officer can be assigned to accompany all personnel.

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 workers and assigned officer leave the area.

4. Prison Records

- a. Where a worker 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 worker denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.

5. Worker Lunch Area/Searches

- a. Workers will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted.
- b. All workers 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.

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATIONS - Continued:

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. Explosive and firearms.

7. Working Dress and Workers:

- a. Workers 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 inmates and/or prison personnel are strictly prohibited.
 - 16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

SPECIFICATIONS - Continued:

SITE SECURITY (continued)

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.
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, poles, signals, alarm boxes, etc.) at all times.
 - c. Powder Actuated Tools: Comply with Owner's and 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.

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

Dover Operations Facilities Management

Elliot Hardin

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
01	Legislative Hall (2)	Delaware	4000	Hydro
		Delaware	2000	Traction
		(Virginia Control)		
02	Jesse Cooper (2)	Cemco		Hydro
		Cemco		Hydro
03	Townsend Building (4)	Otis	3000	Traction
		Otis	3000	Hydro
		Rewland	1000	Screw
		Rewland	1000	Screw
04	O'Neill Building (1)	Westinghouse	3000	Hydro
06	Hall of Records (1)	Shindeler	2500	Hydro
	Archives	Delaware Elevator	5000	Hydro
08	Tatnall Building (1)	Cemco-United	2000	Hydro
14	Supreme Court (1)	GAL	1000	Traction
16	Haslett Armory (2)	Otis	3500	Hydro
19	Homeland Security/DMV (1)	Otis	2500	Hydro
42	Kent Co. Family Court (2)	Cemco	2500	Hydro
		Cemco	2500	Hydro
50	Highway Administration (4)	Thyssen-Krupp	2500	Hydro
		Thyssen-Krupp	3000	Hydro
		Thyssen-Krupp	3500	Hydro
		V Wheelchair lift	750	Bell Screw
75	Thomas Collins Bldg. (2)	Otis	2500	Hydro
		Otis	2500	Hydro
78	James Williams Center (1)	Haughton	4000	Hydro
82	William Penn Bldg. (1)	Cemco United	1500	Hydro
86	Richardson & Robbins Bldg. (1)	Westinghouse	2500	Hydro

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

Dover Operations Facilities Management – Cont'd

Elliot Hardin

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
87	Delaware Development (1)	Westinghouse	2000	Hydro
59	DE Emerg Oper Ctr (1)	Delaware Elevator	4500	
76	JP Court #7-16 (1)	Dover Elevator	2100	Hydro
40	Massey Station	Cemco	2500	Hydro
38	Kent County Courthouse (4)	United	2000	Cable
		Thyssen/Krupp	2500	Hydro
		Delaware	1400	Hydro
		Elevette	450	Screw

Wilmington Operations, Facilities Management

Shaun Burke

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
84	New Castle County Courthouse (17) elevators	Kone (4)	3000	Traction
		Kone (6)	3500	Traction
		Kone (6)	4000	Traction
		Kone (1)	4500	Traction
92	Carvel State Office Bldg. (6) elevators Haughton	Tyssen (5)	4000	Traction
		Dover (1)	4000	Traction
96	900 King Street (3)	Dover (2)	2500	Traction
		Dover (1)	3500	Traction

Wilmington Dept. of Services for Children, Youth & Their Families, DMSS Maintenance (302)633-2632

Eryl Roth

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
#2	1825 Faulkland Road	(2) Adams	2000	Hydraulic

Facilities Management Escalators

Shaun Burke

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
84	New Castle County Court House (6)	Kone E Series	9,000	

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ELEVATOR AND ESCALATOR INSPECTION

Georgetown Operations, Facilities
Bill Gibbons

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
33	Chancery Court	Otis	2500	Hydro
61	Sussex Co. Family Court (3)	Otis	2500	Hydro
		Otis	2500	Hydro
		Matot	Dumbwaiter	Traction
64	Sussex Court House	Delaware	2500	Hydro

New Castle County – DHSS/DMS-Facility Operations

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Herman Holloway Campus 1901 N. Dupont Highway New Castle, DE 19720 Contact: Amanda Ludlam Phone: 302-255-9299			
07	Main Building	Montgomery	4000	Cable
08	Annex Building	Cemco	3500	Hydraulic
31	Kent/Sussex	Cemco	2500	Hydraulic
35	Carvel Building	Energy	4000	Hydraulic
27	Charles Debnam	Motion Control	2500	Hydraulic
	Medical Examiners Office	Cemco	2500	Hydraulic
		Cemco	2500	Hydraulic

New Castle County - DelTech
Eddie Cunningham

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Wilmington Campus (2) West Building	Otis	4500	
	Southeast Building (1)	Otis	4500	
	Parking Garage (1)		4500	
	Parking Garage (1)		6000	

New Castle County – DelTech
Eddie Cunningham

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Stanton Campus – A Wing (1)		4000	Passenger
	D Wing (1)		4000	Passenger
	E Wing (1)			Loading Dock

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ELEVATOR AND ESCALATOR INSPECTION

New Castle County – DHSS/DMS-Facility Operations

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Governor Bacon Health Center Route 9 Delaware City, DE 19706 Phone: 302-836-2550 Contact: William Yowell ext. 253 Cell: 302-388-9314 Chris McKinley ext. 225 Cell: 302-668-8643			
15	Tilton Building	US Elevator /Hollister	3500	Hydraulic
		Virginia	3500	Cable
	Emily P. Bissell Newport Gap Pike Wilmington, DE Contact: Dave Amalfitano Phone: 302-995-8400 ext.8443			
	Main Elevator #1	Montgomery/ Westinghouse	3500	Traction
	Main Elevator #2	Montgomery/ Westinghouse	3500	Traction
	Linen/Laundry	Street	3000	Hydraulic
	Linen/Laundry Services	Westinghouse	2500	Traction
	Resident (Entrance Ramp)	Thyssen/Krump	2500	Hydraulic
	1912 Service Elevator	Westinghouse	2000	Traction
	Hudson State Service Center 501 Ogletown Road Newark, DE 19956 Contact: Amanda Ludlam Phone: 302-255-9299			
HC 54	Basement	Westinghouse	2000	Hydraulic
11	Medical Building	Cemco – ESI Control	2000	Hydraulic

Kent County - DelTech
Eddie Cunningham

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Terry Building (1)	Westinghouse	2500	Hydraulic
	Educational Training Building (1)	Montgomery		Hydraulic

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

New Castle County – DHSS/DMS-Facility Operations

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Northeast State Service Center 1624 Jessup Street Wilmington, DE 19802 Contact: Amanda Ludlam Phone: 302-255-9299			
HC55	Basement	Cemco	2000	Hydraulic
				Hydraulic
	Porter State Service Center 511 W. 8 th Street Wilmington, DE 19801 Contact: Amanda Ludlam Phone: 302-255-9299			
HC51	Mechanics Room	Otis	1500	Traction

Kent County – DHSS/DMS-Facility Operations

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Delaware Hospital for the Chronically Ill 100 Sunnyside Road Smyrna, DE 19977 Contact: Rodney Holderbaum Phone: 302-223-1000 option 1			
	Pritchett "N"	Otis	4000	Traction
	Pritchett "S"	Otis	4000	Traction
	Medical Exam	Serge	4000	Traction
	GP II	Virginia Control	3500	Hydraulic
	Candee	Otis Drum	2500	Traction

Historical and Cultural Affairs
Steve Deeney 739-3315 or 632-1903 (cell)

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Biggs Museum of American Art 406 Federal St. Dover, DE	Cemco	4000	Hydraulic
	State House Museum 25 The Green Dover, DE	Thyssen Krupp	2100	Oil Drulic

CONTRACT NO. GSS10236-ELEVATOR_INSP
ELEVATOR AND ESCALATOR INSPECTION

Sussex County – DHSS/DMS-Facility Operations

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Georgetown State Service Center 546 S. Bedford Street Georgetown, DE 19947 Contact: John Fox Phone: 302-934-8031	Cemco, Series 6000	2000	Hydraulic

Department of Correction

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Howard R Young Institution (4)	Westinghouse		Hydraulic
	Plummer Work Release Center (1)	Wheelchair Lift	750	Wheelchair Lift
	Web Correctional Facility (1)	Wheelchair Lift	750	Wheelchair Lift
	Morris/KWRC Work Release Center	Wheelchair Lift	750	elevator

Department of Labor

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Department of Labor Fox Valley Annex 19 Lea Blvd. Wilmington, DE 19802	Otis	2500	Freight

DNREC/Div. of Parks and Recreation
Bud Nash, Maintenance Chief 302-632-0238

Bldg.#	Name/Quantity	Make	Capacity in Pounds	Type
	Blue Ball Barn 1914 West Park Dr. Wilmington, DE 19803	Otis	3500	Hydraulic
	Killens Pond Nature Center 5025 Killens Pond Rd. Felton, DE 19943	Delaware Elevator	2500	Hydraulic
	Indian River Marina Park Office 39415 Inlet Rd. Rehoboth, DE 19971	Thyssen-Krupp	2500	Hydraulic

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS10236-ELEVATOR_INSP

ELEVATOR AND ESCALATOR INSPECTIONS

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 Tuesday, March 16, 2010 1:00 p.m. EDT. at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE – SUITE 4
DOVER, DELAWARE 19904-8202

NO BID REPLY FORM

BID #GSS10236-ELEVATOR_INSP

BID TITLE: ELEVATOR AND ESCALATOR INSPECTIONS

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.**

CONTRACT NO.: GSS10236-ELEVATOR_INSP
 TITLE: ELEVATOR AND ESCALATOR INSPECTIONS
 OPENING DATE: Tue. March 16, 2010 1:00 p.m. EDT

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)

☐	Corporation
☐	Partnership
☐	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</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(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 _____



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

Important Information Please Read!

Is my firm eligible?

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

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
- There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
- If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
- Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	Sole Prop	Part/ LLP	Corp/ S-Corp	LLC	OMWBE Use
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments		Yes			
Minutes of the last annual shareholders meeting		Yes			
By-laws and By-law Amendments		Yes			
Copy of most recent Stock Ledger		Yes			
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) 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.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

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

**Office of Minority and Women
Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901**

Phone: (302) 739-4206

Fax: (302) 739-1965

Web site: www.state.de.us/omwbe

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

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.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business 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.

Benefits of Certification

Current certified minority and/or women 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.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

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

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with “useful business functions.” *(Please reference above definitions)*
- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) 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.

Reasons for denial *(please note the below may include but not be limited to)*

- a) 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.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must 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.
- c) If the business operations do not reflect the ownership shown on paper.
- h) 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 MWBE 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
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site www.state.de.us/omwbe
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going 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 Minority and Women Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
Office of Women and Minority Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.
Incomplete applications will not be processed.**

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)			
Legal Name of Firm:			
Doing Business As (If applicable):			
Federal E.IN or SSN:		E-Mail Address:	
Address line 1:			
Address line 2:			
City		State	Zip Code Country
Telephone Number:		Extension:	Fax Number:
Company Web Site Address:			
Corp ☐	LLC* ☐	S Corp ☐	Partnership ☐ LLP** ☐ Sole Proprietor ☐ Joint Venture ☐
Date firm was established?			
Date firm began doing business (date of first contract or sale)			

* Limited Liability Corporation

** Limited Liability Partnership

2. Primary owner applicant information				
Name:		Title:		
Home Address:		City:	State:	Zip Code: Country:
Telephone Number:		Extension:	Fax Number:	
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: ☐ M ☐ F		Ethnic Group:		
U.S. Citizen or Permanent Resident: ☐ No ☐ Yes				

3. Firm is applying as:			
Minority Business Enterprise		Women Business Enterprise	
☐ African American	☐ Asian American	☐ African American	☐ Asian American
☐ Hispanic American	☐ Native American	☐ Hispanic American	☐ Native American
☐ Subcontinent Asian	☐ Other	☐ Subcontinent Asian	☐ White American
		☐ Other	

4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.

--

5. Five digit North American Industry Classification System (NAICS) Code(s): (To assist you in determining your NAICS Code(s) go to www.census.gov/naics)					
1.	2.	3.	4.	5.	6.

6. Type of Business		
☐ Building trade	☐ Manufacturer	☐ Other
☐ Consultant	☐ Supplier	
☐ Generalized service	☐ Highway Construction	
☐ Licensed professional services		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.

Name	Title	Date Appointed	Gender	Ethnicity
Officers of the Company				
Board of Directors				

8. 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)

9. 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

10. Please list the gross receipts of last two years

(A) Year Ending:	Gross Receipts:
------------------	-----------------

(B) Year Ending:	Gross Receipts:
------------------	-----------------

11. Number of employees

Full time:

Part time:

Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:			
Attorney:		Contact:	
Phone:	Fax:	Email:	
Address:			
Accountant:		Contact:	
Phone:	Fax:	Email:	
Address:			
Bank:		Contact:	
Phone:	Fax:		
Address:			

14. 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 below)

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.			
1. Company or Individual:			
Address, City, State:			
Phone:	Fax:	Email:	
Description & Amount:			
2. Company or Individual:			
Address, City, State:			
Phone:	Fax:	Email:	
Description & Amount:			
3. Company or Individual:			
Address, City, State:			
Phone:	Fax:	Email:	
Description & Amount:			

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes (If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).)

17. Debarment

Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware? ☐ No; ☐ Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ No ☐ Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

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

☐ OMWBE staff speak at an event sponsored by another organization	☐ OMWBE staff at a trade show or expo
☐ OMWBE's web site	☐ Materials published by OMWBE
☐ Referred by another organization	☐ Referred by the owner of an MBE or WBE
☐ Delaware state employee	☐ Other, please explain briefly:

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? ☐ No; ☐ Yes
If yes, what level of government (check all that apply): ☐ Federal; ☐ State; ☐ Local
Has your company done any business with government in the State of Delaware? ☐ No; ☐ Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company's bonding capacity? \$ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

State of Delaware Minority and/or 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 MWBE 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 MWBE 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

Notary Seal

