State of Delaware

Emergency Standby Materials & Services

Request for Proposal
Contract No. GSS10565

- Deadline to Respond -
Monday, August 31, 2009
1:00 p.m. EDT

Date: July 13, 2009

CONTRACT NO. GSS-10-565

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for **EMERGENCY STANDBY MATERIALS AND SERVICES**. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. **GSS10565**

I. Introduction
II. Format for Proposal
III. Scope of Work
IV. Proposal Evaluation Procedures
V. Definitions and General Provisions
VI. Proposal Reply Section
   a. No Proposal Reply Form
   b. Non-Collusion Statement
   c. Attachment 1 – Exceptions
   d. Attachment 2 – Company Profile and Capabilities
   e. Attachment 3 – Confidentiality and Proprietary Information

Appendix A – Section I. – Point of Distribution (POD) Requirements
Section II. – Emergency Worker Base Camp and Typed Support Package Requirements
Section III. – Designated Community Shelter Requirements
Section IV. – Transportation Support Requirements
Section V. – Waste Removal and Disposal Services Requirements
Section VI. – Debris Removal and Disposition Requirements
Section VII. – Other Supplies, Equipment, and Human Resource Requirements

Appendix B – Pricing Forms: Tabs 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10

Appendix C – Office of Minority and Women Business Enterprise Certification Application

In order for your proposal to be considered, the Proposal Reply Section must be executed completely and correctly and returned in a sealed envelope *clearly displaying the contract number* by **Monday, August 31, 2009, 1:00 PM (EDT)** to be considered.

Proposals must be mailed or hand-delivered to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Roxann Parker at 302-857-4555, or email Roxann.Parker@state.de.us.

I. INTRODUCTION

A. PURPOSE:

The purpose of this Request for Proposal is to obtain sealed proposals to establish Emergency Standby Material and Services, indefinite delivery contracts through competitive negotiations with qualified Vendors, which are intended to be activated in preparation for, or in response to, emergencies or disasters. The intent of any awarded contract is to provide additional commodity, material, and human resource assistance, as necessary, when not available through statewide contracts or other local means. **The Delaware Emergency Management Agency (DEMA), and the Delaware Emergency Operations Center, along with various other state and local agencies may require supplemental assistance to support and operate Commodity Points of Distribution sites (PODs), Community Shelters, and Emergency Worker Base Camps, as well as provide evacuation support and waste or debris management services.** This Request for Proposal includes seven (7) sections:

Section I: Requirements for food, equipment, materials, and human resources to establish and operate Points of Distribution sites (PODs) to support displaced people and animals. The requirements are based on supporting a daily population of 5,000; 10,000; and 20,000 per day. **[Pricing Tab 1]**

Section II: Requirements for Emergency Worker Base Camps – Type I-V and other Typed support packages. **[Pricing Tab 10]**

Section III: Shelter supplies and services, including medical equipment and supplies, food, and other requirements to support general population, people with non-acute medical needs, unattended children, and companion animal within designated community shelters. **[Pricing Tabs 2 - 5]**

Section IV: Transportation requirements to support evacuation of people and animals. **[Pricing Tab 6]**

Section V: Waste management requirements to remove and dispose of the various types of waste from PODs and Community Shelters. [**Pricing Tab 7]**

Section VI: Debris management requirements to remove and dispose of debris generated by an incident. **[Pricing Tab 8]**

Section VII: Other commodity, equipment, and human resources not listed in categories I through VI to support the various incidents listed in the Statement of Needs. Vendors are asked to list other resources not included in the Request for Proposal, with applicable pricing, they believe would be necessary to support the PODs; Community Shelters; Transportation and Evacuation; Waste Management; and Debris Management. [**Pricing Tab 9]**

It is the goal of this Request for Proposal to identify Vendors and execute contracts to implement Emergency Standby Material & Services as stated above, in the event that one or more State Agencies, counties, or municipalities require supplemental resources once local resources have been exhausted.

1. COMPETITIVE SEALED PROPOSAL:

It has been determined by the Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a),** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State.

The use of competitive sealed proposals is necessary to:

- Conduct oral or written discussions with Vendors concerning technical and price aspects of their proposals;
- Afford Vendors an opportunity to revise their proposals;
- Compare the different price, quality, and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS**:

This contract will be issued to cover supplemental Emergency Standby Materials and Services requirements for the State of Delaware. Using agencies include the Department of Safety and Homeland Security, Delaware Emergency Management Agency; Department of Health and Social Services; Department of Services for Children, Youth and Their Families; Department of Agriculture; Department of Transportation; Delaware National Guard; and local agencies, having either direct or oversight responsibilities to ensure prompt and adequate response prior to, during, and after a natural, or man-made disaster or emergency. The scope of the incident could be local or statewide. Specifically, agencies must ensure the timely activation, operation, and management of evacuation operations; PODs, Community Shelters, and Emergency Worker Base Camps to ensure the displaced population receives food, water and other commodities necessary to mitigate the effects of an incident; and waste and debris management services. This contract will be accessible to any State Agency, School District, Political Subdivision, Volunteer Fire Company, or any authorized response entity in the State of Delaware that has a need, in compliance with that jurisdiction's purchasing requirements. The Using Jurisdiction is responsible for payment for services rendered.

3. **MANDATORY USE CONTRACT**:

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies, as defined in 29 *Del. C.* §6902(6), will procure all material, equipment, and nonprofessional services through statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 *Del. C.* §6904 (l) and (n), respectively, the Department of Elections, and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

This is a contingency contract which will be used when other existing statewide contracts and resources cannot meet the State's needs, or local resources have been exhausted, or when expediency of response is critical to save lives and protect property, in response to local or statewide emergencies or disasters.

4. **MULTIPLE SOURCE AWARD:**

Government Support Services reserves the right to award this contract to more than one Vendor pursuant to 29 *Del.C*. §6926.

5. **CONTRACT PERIOD**:

The contract will be valid for a one (1) year period from October 15, 2009, and may be renewed for four (4) subsequent one-year periods through negotiation between the Vendors and the Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than one-hundred eighty (180) days prior to the termination of the current contract period. Negotiation parameters are included in Section IV. B. 26, Price Adjustment of this RFP.

II. FORMAT FOR PROPOSAL

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE:

Vendors may respond to all sections, any one section, or any part of a section, of the requirements outlined in this RFP. Proposals must be clear and concise.

C. COVER LETTER:

Each proposal will have a cover letter on company letterhead of the organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

D. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

E. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not specifically mentioned in this RFP.

F. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

One (1) original marked “Master Copy,” plus nine (9) additional hard copies and one (1) electronic copy (submitted on a CD), of the Proposal, including applicable pricing, must be submitted in a sealed package clearly marked with the name of the Vendor and labeled Emergency Standby Materials and Services, Contract **GSS10565**.

The “Master Copy” must have an original signature in all locations requiring a Vendor signature.

G. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, an addendum will be posted on the State of Delaware’s website at www.gss.omb.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents. Potential Vendors must acknowledge in writing receipt of all amendments, addenda, and changes issued in connection with this RFP by submitting an affirmative statement in their Proposal.

H. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

I. **ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP. **DO NOT USE RING BINDERS.**

J. **RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:**

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, or to waive minor irregularities in proposals, if the best interest of the State will be served by doing so.

K. **EXCEPTIONS:**

Vendors may elect to take minor exceptions to the terms and conditions of this RFP by completing **Attachment 1.** The Office of Management and Budget, Government Support Services, will evaluate each exception listed in Attachment 1 and submitted as part of the Vendor proposal according to the intent of the terms and conditions contained herein, but will reject exceptions that do not conform to State bid law or create inequality in the treatment of Vendors. If the Vendor is taking no exceptions, the Vendor must state "No Exceptions Taken" in Attachment 1 and submit Attachment 1 as part of the Vendor proposal.

Exceptions will be considered only if they are submitted on Attachment 1 with the proposal or before the date and time of the proposal opening.

L. **BUSINESS REFERENCES:**

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. References must include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

M. **DOCUMENT EXECUTION:**

All Vendors must complete and submit with their proposal the non-collusion statement that is enclosed with this Request for Proposal. The awarded Vendors will be presented with the contract form for signature. Both of these documents must be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

N. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Vendor is to begin any work prior to official notification from the State of Delaware Emergency Management Agency or other Using Jurisdiction requesting materials or service.

O. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. Any known subcontractors at time of proposal submittal must be identified in the Proposal and approved by the State prior to contract award.

P. **CONFIDENTIALITY:**

All documents submitted as part of the Vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware Proposal Evaluation Committee or its designated agents. There will be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law and, as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all of the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendors are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendors must not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection.

Vendors must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number annotated. The envelope must contain Attachment 3 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* §10002(d), and briefly stating the reasons that each document meets the said definitions. Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 3 should be completed by indicated "none" on the form.

Q. **ATTACHMENTS:**

Attachment 1- Exceptions to Specifications – (Must be submitted with proposal)

Attachment 2- Company Profile and Capabilities – (Must be submitted with proposal)

Attachment 3- Confidentiality and Proprietary Information – (Must be submitted with proposal)

Appendix B, Pricing Tab Worksheets: One (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9) and ten (10) – (Pricing for applicable sections bid must be submitted with proposal.)

III. **SCOPE OF WORK**

A. **OVERVIEW:**

Vendors must provide equipment, materials, and labor to supplement the State of Delaware's need for Emergency Standby Materials and Services, as described herein. The contract will require the Vendors to partner with and cooperate with the Using Jurisdiction to ensure the State receives the most current state-of-the-art resources.

B. **BACKGROUND:**

The State of Delaware works closely with Federal Agencies such as the Federal Emergency Management Agency (FEMA) and local Government Emergency Managers to ensure comprehensive, efficient, and effective response plans and procedures are in place to support natural or man-made emergencies and disasters that are local or statewide in scope.

C. **STATEMENT OF NEEDS:**

The State of Delaware has a requirement for Emergency Response Vendors that can provide the necessary personnel, commodities, supplies, and equipment resources to provide supplemental support for existing State of Delaware disaster and emergency response plans. Vendors must have the capability to deploy a wide range of emergency response and recovery resources to support local or statewide incidents. The scope of required services could include resource procurement, shipping and logistics management, shelter management, security services, base camp management, transportation services, project management, personnel procurement, to include personnel who have the appropriate NIMS/ICS training in accordance with the NIMS five-year training plan in effect at the time they are deployed under the terms of the contract. The NIMS five-year training plan can be reviewed at www.fema.gov/library/viewRecord.do?id=2962.

Other material and equipment resources may include power and light resources, fuel, communications support, mass care and temporary housing, sanitation infrastructure, heavy equipment, supplemental water and food, mass decontamination, and Emergency Operations Center augmentation.

The State is looking for Vendors who can respond to any of the following incidents: Hurricanes, Earthquakes, Tornadoes, Floods, Wildfires, Oil Spills, Ice Storms, Hazardous Materials Incidents, Terrorist Attacks, Weapons of Mass Destruction, Disease–Carrying Vector Control, Foreign Animal Disease, Biological and Viral Threats, Fires/Explosions, or any other man-made or natural disaster.

D. **DETAILED REQUIREMENTS:**

The requirements of this RFP are stated in Appendix A, Sections one (1) through seven (7), and made a part of the contract. Vendors must provide pricing as part of their proposal for any Sections (or parts of Sections) they are bidding by completing and submitting, as part of their Vendor proposal, Appendix B, Pricing Tab Worksheets one (1) through ten (10), as applicable.

E. **KEY RFP DATES/MILESTONES:**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned incidents during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Monday, July 13, 2009
Written Questions Due NLT	Monday, August 3, 2009, no later than 11:59 PM
Written Answers Due/Posted to Website NLT	Monday, August 17, 2009
Proposals Due NLT	Monday, August 31, 2009, no later than 1:00 PM
Public Proposal Opening	Monday, August 31, at 1:00 PM
Proposal Evaluation/Presentations, as required	Wednesday, September 16, 2009
Vendor Best & Final Discussions, as required	Monday, September 21, 2009
Vendor Selection	Thursday, September 24, 2009 (estimated)

F. **INQUIRIES & QUESTIONS:**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **Monday, August 3, 2009, no later than 11:59 PM**.

Vendors must submit questions in writing to Roxann Parker by e-mail at Roxann.Parker@state.de.us, or by mail to:

Roxann Parker
Government Support Services
100 Enterprise Place
Suite 4
Dover, DE 19904

All questions will be answered in writing by Monday, August 17, 2009, and posted on Government Support Services website, www.gss.omb.delaware.gov. All questions must make specific reference to the sections and page numbers from this RFP, where applicable. Oral explanations or instructions will not be binding.

IV. PROPOSAL EVALUATION PROCEDURES

A. **BASIS FOR AWARD:**

Government Support Services will award this contract to the most responsible and responsive Vendors who best meet the terms and conditions of the proposal. Award will be made on the basis of proposed methodology, price, scope and breadth of materials/equipment and human resources for areas bid, prior history of service and capability, and logistical control and accountability. **It is the State's intention to award this contract to more than one Vendor.**

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

Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal will not be disclosed or made available to competing Vendors during the negotiation process.

B. **PROPOSAL EVALUATION COMMITTEE:**

A Proposal Evaluation Committee, with expertise in procurement, contract management, budgeting, and technical operations, will be convened to evaluate proposals received.

C. **REQUIREMENTS OF THE VENDOR:**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the Vendor organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- **Brief history of the organization**, including accreditation status, if applicable.
- **Description of your specific plan** that covers the methods and procedures used to identify and transport the required materials and human resources (to include the availability of ICS-trained personnel) needed, based on the nature and scope of the incident.
- **Specific examples** as to when and where you have provided similar material and services support in response to an incident.
- **List of all available resources** you have to meet any given type of incident listed in the Statement of Needs.
- **List of locations** where equipment and materials are located and identified for deployment to any location in the State of Delaware.
- **Plan for mobilizing the required backup resources and maintenance support** at the incident locations to include Emergency Operations Center assistance.
- **Specific procedures for maintaining accountability** of all equipment, supplies, and human resources delivered to the incident location.
- **Pricing** for those items listed in Appendix B, Pricing Tab Worksheets one (1) through nine (9), as applicable.
- **At least three (3) references**.
- **Brief history of the subcontractors of the organization**, if applicable. At least three (3) references of subcontractors, if applicable.

D. **CRITERIA AND SCORING:**

	EVALUATION CRITERIA		
		PERCENT	**POINTS**
1.	Proposed Methodology/Approach.	25	75
2.	Demonstrated experience, including typical response timeframes, in providing equipment/services of comparable specifications and scope.	25	75
3.	For each section (or portion of a section) bid, the demonstrated capacity to deliver the item(s) you're bidding.	20	60
4.	Logistical control and accountability procedures.	20	60
5.	Price proposal/pricing structure.	10	30
	TOTAL SCORE	100%	300

The Proposal Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

V. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. 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 will prevail. Vendors or their authorized representatives are required to fully acquaint themselves with State procurement laws and regulations prior to submitting a bid.

A. **DEFINITIONS**
Whenever the following terms are used, their intent and meaning will be interpreted as follows:

STATE: The State of Delaware

USING JURISDICTION:

a. A "Covered Agency" as defined by Title 29, Chapter 69 of the State Procurement Code, or
b. Any responder entity other than a "Covered Agency" that has specific response authority under a state or local emergency operations plan, such as the American Red Cross, the Delaware Voluntary Organizations Active in Disaster, or the Society for the Prevention of Cruelty to Animals (SPCA).

DESIGNATED OFFICIAL: The agent authorized to act for the Using Jurisdiction.

BID INVITATION: The "invitation to bid" or "Request for Proposal" 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 Government Support Services, 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 will prevail.

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 Vendor submitted on the approved form and setting forth the Vendor'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 Vendor's payments of all debts pertaining to and for the acceptable performance of the work for which they have contracted.

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with Government Support Services if the work to be performed or the material or equipment to be furnished is awarded to them.

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

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

B. **GENERAL PROVISIONS**

1. **PROPOSAL FORMS**:

The Request for Proposal contains pre-printed forms for use by the Vendor in submitting a proposal. The forms contain basic information such as description of the item and the estimated quantities, and have blank spaces for use by the Vendor for entering information such as unit bid price, total bid price, as applicable.

2. **INTERPRETATION OF ESTIMATES**:

Please note that, unless stated otherwise, the quantities given in the proposal forms are to be considered to be approximate and are given only as a basis for the comparison of bids. The Using Jurisdiction may increase or decrease the quantities of any item as may be deemed necessary, based on the nature and scope of the incident.

3. **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, will 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.

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

Vendors must examine carefully the proposal and the contract forms for the material contemplated. Vendors must investigate and satisfy themselves 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 will be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

5. **PREPARATION OF PROPOSAL**:

a. Original signatures must be in ink.

b. Vendor's pricing proposal must be submitted on the Excel worksheets provided.

c. If items are listed with a zero quantity (intended for open end purchases where estimated requirements are not known), Vendor will bid unit price.

d. If commodity or service pricing worksheet includes tiered pricing, Vendors must provide pricing for all tiers listed for that item.

6. **PRICES QUOTED**:

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

7. **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).

8. **SAMPLES OR BROCHURES**:

Samples or brochures may be required by the Government Support Services for evaluation purposes to permit the State to compare and determine if the item offered complies with the intent of the specifications.

9. **DELIVERY OF PROPOSALS**:

Proposals must be delivered in sealed envelopes, which must state on the outside of the envelope the name and address of the Vendor, and must clearly display the RFP name and number on the envelope. Proposals forwarded by U.S. Mail must be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand-delivered must be delivered to the applicable address stated in this RFP:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904

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

10. **WITHDRAWAL OF PROPOSALS**:

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

11. **PUBLIC OPENING OF PROPOSALS**:

The proposals will be publicly opened at the time and place specified by Government Support Services. Vendors or their authorized representatives are invited to be present.

12. **PUBLIC INSPECTION OF PROPOSALS**:

If Vendors designate a portion of their proposal as confidential, they must isolate and identify in writing on the form provided in this RFP the confidential portions. The Vendors will 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.

13. **DISQUALIFICATION OF VENDORS**:

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

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 Vendors.

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.

14. **AUTHORITY OF USING JURISDICTION**:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished 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 Using Jurisdiction will be final and binding.

15. **LAWS TO BE OBSERVED**:

The Vendor is presumed to know and must 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 Vendor will indemnify and save harmless the State of Delaware and all Using Jurisdictions, and all Officers, Agents 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 themselves or by their employees.

16. **PERMITS AND LICENSES**:

All necessary permits, licenses, insurance policies, etc., required by local, State, or Federal laws, must be obtained by the Vendor at their own expense.

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

a. The Vendor must 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 will file a copy of this agreement with Government Support Services.

b. The Vendor and the surety will hold and save harmless the State of Delaware and all Using Jurisdictions, their Directors, 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.

18. **EMERGENCY TERMINATION OF CONTRACT**:

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.

19. **CONTINGENCY CONTRACT**:

This is a contingency contract for the State of Delaware to access supplemental goods and services needed to fully respond to an emergency or disaster. Using Jurisdictions may use this contingency contract when other existing statewide contracts and resources cannot meet the State's needs, or local resources have been exhausted, or when expediency of response is critical to save lives and protect property, in response to local or statewide emergencies or disasters.

Whenever this contract is activated, the Vendor is expected to make every reasonable effort to fill all requested purchase orders in an expeditious manner. However, there will be no penalty or liability to the Vendor if the Vendor is unable to fulfill the request.

20. **TAX EXEMPTION**:

a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes must 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 Using Jurisdiction. 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 must be paid by the Vendor. Each Vendor will take their exemption into account in calculating the bid for their work.

21. **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.

22. **INVOICING**:

Purchase orders will be issued and Vendor invoices serviced in accordance with the Using Jurisdiction's purchasing procedures.

23. **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 Vendor agrees as follows:

a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor 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 must 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 Vendor agrees to post in conspicuous places, notices to be provided by Government Support Services setting forth the provisions of this non-discrimination clause.

b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.

c. The term "Vendor 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.

24. **PRICES**:

a. Prices or rates will remain firm for the initial one (1) year term of the contract, except fuels, unless further negotiations are deemed necessary by the State. Vendors are encouraged to use Federal Emergency Management Agency (FEMA) per item cost guidelines when determining pricing.

b. Fuel pricing will be adjusted daily. For the purpose of this proposal, Vendors will provide pricing at cost plus a fixed price (specifying the fixed price mark-up) in accordance with FEMA Public Assistance policy. The basis for pricing may be reviewed at:

http://www.eia.doe.gov/pub/oil_gas/petroleum/data_publications/weekly_petroleum_status_report/current/pdf/table17.pdf

c. Vendor pricing proposal must address the following:

1) Pricing structure must be clear, accountable, and auditable.
2) Pricing must be provided for each applicable section or line item bid.

d. Vendor payments will be consistent with the rates established or negotiated as result of this contract.

25. **MOST FAVORED CUSTOMER**:

The Vendor may 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.

26. **PRICE ADJUSTMENT:**

At the conclusion of each contract period, the Office of Management and Budget, Government Support Services will have the option of offering a determined price adjustment for the subsequent one (1) year period. Proposed price changes must be deemed reasonable and customary for the region. The CPI-U and FEMA guidelines for eligible expenses may be used as a benchmark during price negotiations.

27. **SHIPPING TERMS**:

FOB Destination, freight prepaid.

28. **QUANTITIES**:

Vendors should note that, unless stated otherwise, the quantities given in the proposal are estimates and are given as a basis for the comparison of the proposals. Required quantities may be increased or decreased by any eligible Using Jurisdiction as deemed necessary during the period of the contract.

29. **FUNDING OUT**:

The continuation of this contract is contingent upon funding from federal, state, or local governmental entity sources.

30. **BID BOND REQUIREMENT**:

Bid Bond waived.

31. **PERFORMANCE BOND REQUIREMENT**:

Performance Bond waived.

32. **MANDATORY INSURANCE REQUIREMENTS**:

Certificate of Insurance must be provided for the following:

1. **Comprehensive General Liability** and all other coverages listed below.
    a. Comprehensive General Liability - $1,000,000 per person/$3,000,000 per occurrence, AND
    b. Product Liability - $1,000,000 per person/$3,000,000 per occurrence.
2. **Automotive Liability Insurance** covering all automotive units used in the work with coverage limits of not less than $100,000 each person and $300,000 each accident for bodily injury; and $25,000 for property damage to others.
3. Forty-five (45) days written notice of cancellation or material change to any policies is required.

4. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein will be filed with the State. The certificate holder is as follows:

Administrator, Contracting
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904

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

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

Prior to receiving an award, the successful Vendors must either furnish the Department of Safety and Homeland Security, Delaware Emergency Management Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be obtained through the Internet or may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- 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 interest penalties.

34. **HOLD HARMLESS**:

The Vendor agrees that it will 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 Vendor, its employees, and invitees on or about the premises and which arise out of the Vendor's performance, or failure to perform, as specified in the Agreement.

35. **NON-PERFORMANCE**:

The State expects the contractor to make every effort to fulfill its obligations under the terms and conditions of this contract. In the event the contractor is unable to meet one or more terms or conditions of this contract, the State reserves the right to purchase the required goods or services from other sources. The State will not hold the contractor liable for the contractor's inability to fulfill the purchase order if the contractor has made every reasonable effort to fulfill those obligations.

36. **VENDOR NON-ENTITLEMENT**:

State of Delaware Vendors for Materials and Services will not have legal entitlement to, nor seek business from, another Vendors' Central Contract. Additionally, they will 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.

37. **MANDATORY USAGE REPORT**:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. 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 the State's ability to convey accurate and realistic information to all interested Vendors.

Each successful Vendor must submit a report **electronically in Excel format** detailing the purchasing of all goods and services in response to a specific incident. The report format is shown on the following page. Once the contract is activated, a Mandatory Usage Report must be forwarded monthly, until all contractual needs are met.

Failure to timely submit the Mandatory Usage Report with the minimum required information may:

- Result in cancellation of contract award;
- Negate any contract extension clauses; and
- Negatively impact assessment of vendor past performance when competing for future contracts.

State of Delaware
Mandatory Usage Report

STATE OF DELAWARE							
	MANDATORY USAGE REPORT						
Contract Name:		**Contract Number: GSS10565**				**Report Start Date:**	
Supplier Name:						**Report End Date:**	
Contact Phone:						**Today's Date:**	
Using Jurisdiction Name	**Division Name**	**Budget Code (if State Agency)**	**Item Description**	**Contract Item Number**	**Quantity**	**Cost Each**	**Total Cost**

Note: The Mandatory Usage Report must be submitted electronically in **EXCEL** and sent as an attachment to Roxann.Parker@state.de.us. When reporting contract activity requested by a State-level agency or school district, the Vendor must include the six-digit department and organization code for the requesting State agency or school district.

38. **ORDERING PROCEDURE**:

Successful Vendors are required to have a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the incident, each Using Jurisdiction will be responsible for contacting the awarded Vendors directly for all required resources. All purchased materials delivered by the Vendor and accepted by the Using Jurisdiction becomes the property of that Using Jurisdiction. Orders may be accomplished by written purchase order, telephone, fax, or computer on-line systems.

39. **BILLING**:

Vendors are required to "Bill as Shipped" to the respective ordering agencies. Ordering agencies will provide the contract number, ship to and bill to addresses, contact name and phone number. Vendors will not charge a late fee that exceeds more than one percent (1%) per month, or twelve percent (12%) per annum.

40. **PAYMENT**:

Vendors must accept full payment by procurement (credit) card, conventional check, or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.

41. **PRODUCT SUBSTITUTION**:

Vendors may offer like substitute products, either generic or brand name, at any time during the contract term, as long as they are equal or better than the type and manufacture specified and accepted as part of the proposal, especially if there is an opportunity for cost savings. To ensure compliance, the Using Jurisdiction may require the Vendor to provide written specifications or product samples of substitute products for evaluation.

42. **SCHEDULE FOR PERFORMANCE OF WORK**:

Vendors will provide equipment, materials, and services with due diligence and rapid responsiveness for the duration of the emergency. Vendors must remain in regular contact with the Using Jurisdiction, as applicable, on order status. Vendors must timely notify the Using Jurisdiction of the inability to fulfill the purchase order. Timely notification will vary based on the circumstances of the incident and the urgency of need, but notification of inability to perform should occur within 2-12 hours of the issuance of the purchase order.

If the Vendor is unable to provide the requested goods or services within a timeframe deemed reasonable by the Using Jurisdiction, the Using Jurisdiction may elect to cancel the purchase order and acquire the goods or services elsewhere.

43. **VENDOR RESPONSIBILITY**:

The State will enter into a contract with the successful Vendors. The successful Vendors must make a good faith effort to provide the products or services bid, within a reasonable timeframe. The timeframe will be mutually agreed upon between the Using Jurisdiction and the Vendor.

44. **REMOVAL OF VENDOR-OWNED OR RENTAL EQUIPMENT AND SUPPLIES:**

At the conclusion of the incident, the Using Jurisdiction and the Vendor will jointly agree to a date by which all Vendor owned and rental equipment and supplies must be removed from the incident locations.

45. **ENERGY STAR PRODUCTS**:

If applicable, Vendors **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall incident costs to a minimum. Vendors are encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

46. **PERSONNEL**:

The Vendor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.

a. All of the equipment required by this contract must be provided and operated by the Vendor, or under their direct supervision.

b. All personnel, including subcontractors, engaged in the work must be NIMS-compliant, where applicable, and fully qualified and authorized under applicable Federal, State, and local law to perform the requested services.

c. Vendors must include in their proposal all known subcontractors who may provide equipment, materials, or services covered by this contract.

d. Vendors must certify that they and any subcontractors used have not, within the past five (5) years, been the subject of a Federal, State, or local government suspension or debarment.

47. **MINIMUM WAGE RATES**:

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates. Vendors should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069, for current and applicable wage rate requirements. Government Support Services reserves the right, under extraordinary circumstances, to renegotiate wage rates for a specific incident with the Vendor based on supply and demand.

48. **OVERTIME AND PREMIUM TIME RATES**:

Overtime or premium time will be paid based on pricing rates provided in **Appendix B, Tabs 1, 3, 5, 6, 7, 8, 9 and 10** of the proposal.

49. **TERMINATION OF PURCHASE ORDERS (P.O.s)**:

a. Termination for Cause – Except as specifically provided in this RFP and resulting contract, if, for any reason, or through any cause, the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Using Jurisdiction has the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all materials delivered in the performance of the P.O. will, at the option of the Using Jurisdiction, become its property, and the Vendor will be entitled to receive just and equitable compensation for any satisfactory work completed which is usable to the Using Jurisdiction.

b. Termination for Convenience - The Using Jurisdiction may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof. In that event, materials delivered will, at the option of the Using Jurisdiction, become its property and the Vendor will be entitled to receive compensation for any satisfactory work completed which is usable to the Using Jurisdiction.

50. **TERMINATION OF CONTRACT**:

a. Termination for Cause - Except as specifically provided in this RFP and resulting contract, if, for any reason, or through any cause, the Vendor(s) fail to fulfill in a timely and proper manner their obligations under this Contract, or if the Vendor(s) violate any of the covenants, agreements, or stipulations of this Contract, the State has the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, materials delivered by the Vendor(s) under this Contract will, at the option of the State, become its property, and the Vendor(s) will be entitled to receive just and equitable compensation for any satisfactory work completed which is usable to the State.

b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof. In that event, materials delivered will, at the option of the State, become its property and the Vendor will be entitled to receive compensation for any satisfactory work completed which is usable to the State.

c. Vendor-Initiated Termination - The Vendor may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least one-hundred eighty (180) days before the effective date of such termination, or a lesser timeframe if agreed to by the State. In that event, materials delivered will, at the option of the State, become its property and the Vendor will be entitled to receive compensation for any satisfactory work completed which is usable to the State.

51. **CONTRACT CHANGES**:

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in contract pricing STATE OF DELAWARE which are mutually agreed upon between the State and the Vendor during contract extension negotiations, will be incorporated in written amendments to the contract.

52. **CONFLICT OF INTEREST**:

The Vendor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with providing products or performing services required under this contract. The Vendor further covenants that, in the performance of this contract, it will not employ any person having any such interest. This does not prohibit the Vendor from contracting with other entities to perform the same or similar work or to provide the same or similar material. The Vendor covenants that it will not contract in a manner that nullifies its contract with the State.

53. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**:

No material produced in whole or part under this contract will be subject to copyright in the United States or in any other country. The State will have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor will have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support will be given in the publication.

54. **RIGHTS AND OBLIGATIONS**:

The rights and obligations of each party to this agreement will not be effective, and no party will be bound by the terms of this agreement, unless a valid executed purchase order has been approved by the requesting jurisdiction, and all purchasing procedures of that jurisdiction have been complied with. Multiple

purchase orders may be issued in response to an incident, depending upon the nature and scope of the incident.

55. **ASSIGNMENT OF ANTITRUST CLAIMS**:

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title, and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State or other government entity pursuant to this contract.

56. **TESTING AND INSPECTION:**

The requesting jurisdiction reserves the right to conduct any test or inspection it may deem necessary to ensure equipment, materials, and services conform to contract requirements.

57. **COVENANT AGAINST CONTINGENT FEES**:

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State will have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

58. **GRATUITIES**:

a. If it is found by the State, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings may be reviewed in proceedings pursuant to the Remedies clause of this contract.

b. In the event this contract is terminated pursuant to subparagraph “a”, the State will be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which will be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages will be at the sole discretion of the State.

59. **AFFIRMATION**:

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

60. **AUDIT ACCESS TO RECORDS**:

The Vendor must maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as will adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the

date services were rendered by the Vendor. Records involving matters in litigation must be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances will be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

61. **FEMA REIMBURSEMENT GUIDANCE**:

For federally declared disasters, Vendors must maintain and submit to the Using Jurisdiction any and all documentation required to support FEMA reimbursement of expenditures against the contract. Additionally, Vendors must maintain all backup and supporting documentation required by FEMA for audit purposes. Timeframes for submission of the reimbursement documentation and for record retention must adhere to applicable FEMA policies. Vendors should review FEMA Guidelines and rates for eligible costs. FEMA allowable reimbursement costs may be reviewed at http://cfr.vlex.com/vid/19833801

62. **REMEDIES**:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it, may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

63. **SUBCONTRACTS**:

Subcontracting is permitted under this RFP and contract, as long as the following conditions are met:

a. Vendors must identify in their proposal every known subcontractor, and subcontractors must be approved by the State prior to contract award.
b. Vendors may elect to use additional subcontractors to fulfill specific needs arising during a particular incident, provided that Vendors 1) notify the Using Jurisdiction prior to doing so; 2) affirm that the subcontractor, or any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor has not, within the past five years, been the subject of a Federal, State, or Local government suspension or debarment; and 3) Vendors warrant that all subcontractors meet all contract requirements.

Additionally,

- Vendors will be responsible for compliance by any subcontractor with all terms, conditions, and requirements of the contract and with all local, State, and Federal Laws.
- Vendors will be liable for any noncompliance by any subcontractor.

Further, nothing contained herein, or in any subcontractor agreement, may be construed as creating any contractual relationship between the subcontractor and the State.

64. **USING JURISDICTION'S RESPONSIBLIITIES**:

The Using Jurisdiction will give prompt written notice to the Vendor whenever the Using Jurisdiction observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

65. **CONTRACT DOCUMENTS**:

The Definitions and General Provisions, and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract will be a part of, and constitute the entire Agreement entered into by, the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

1. Contract
2. Request for Proposal
3. Specifications or Scope of Work
4. Definitions and General Provisions
5. Proposal
6. Purchase Order
7. Special Instructions

66. **ASSIGNMENT**:

This contract cannot be assigned except by express written consent from the Director, Government Support Services, Office of Management and Budget, State of Delaware.

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

The awarded Vendors must provide the names, e-mail addresses, and all relevant telephone numbers of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week, when there is a critical need where the State or other Using Jurisdiction requires the services of the Vendor(s). Failure to provide this information could render the proposal non-responsive.

68. **VENDOR EXERCISE PARTICIPATION**:

a. Vendors may be requested to participate in planned exercises or drills to ensure appropriate coordination and readiness to respond to an actual incident.

b. At Vendors' expense, Vendors may be asked to assign one (1) person to be located at, and provide assistance to, the State of Delaware Emergency Operations Center (EOC) or one of the four (4) local EOCs (three county EOCs and the City of Wilmington EOC) for one-day exercises or drills per year under this clause. Further, participation in exercises under this clause will be limited to no more than three (3) participants per year.

c. Additionally, Vendors may be asked to participate more fully in the State's exercise plan, to include participation in full-scale exercises to test components of the contract. Services provided, beyond what is specified in "b," above, will be billable to the Using Jurisdiction and reimbursed at contract rates based on the quoted pricing for exercise participation in **Appendix B, Tab 3.**

69. **ALLOWABLE FUEL SURCHARGES**:

a. The allowable fuel indexed surcharge calculation is linked to the monthly rounded average of the national U.S. On-Highway average price for a unit of fuel, based on type, as published by the U.S. Department of Energy. The State will apply the monthly rounded average from the period two months prior to calculate the applicable fuel surcharge percentage. As an example, the June 2009 fuel surcharge percentage will be calculated by the State based on the U.S. On-Highway monthly rounded average from April 2009.

b. To view the current On-Highway Diesel Fuel Prices vendors may go to the On-Highway Diesel Fuel line on the On-Highway Diesel Fuel page at:

http://www.eia.doe.gov/pub/oil_gas/petroleum/data_publications/weekly_petroleum_status_report/current/pdf/table17.pdf

70. **POINT OF DELIVERY**:

a. At the time of order placement, the Using Jurisdiction will specify the end point of delivery for products and services. Vendors will not ship without obtaining a specified point of delivery from the Using Jurisdiction. Vendors are responsible for obtaining and paying fees for all duties, tariffs, highway and other special permits that may be required for delivery.

b. Prices bid at the time of contract activation shall be assumed to include all applicable delivery, freight, and shipping charges unless otherwise specified. Certain sales and excise taxes may not be applicable to the State of Delaware or its agencies. Tax exemption certificates from using agencies shall be furnished upon request. If taxes are included in net prices, they must be deducted from the final cost.

71. **REPLACEMENT OF DAMAGED OR CONTAMINATED EQUIPMENT**:

It is the intent of the State of Delaware, that the determination as to whether the equipment or supplies are damaged beyond repair, or to the extent that decontamination is impossible, shall be a joint decision made by the authorized user and the Vendor.

72. **INCLUDED COSTS**:

a. The rental price includes: (i) lease price, (ii) all administrative, reporting and overhead costs to include routine equipment maintenance, and (iii) profit.

b. The rental price list does not include the cost of: (i) shipping to point of delivery; (ii) mobilizing equipment from point-of-use to the point-of-return/pick-up, and (iii) insurance coverage pursuant to paragraph above, if any, which costs may be added to the invoice payable by the Authorized User.

C. **AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF PROPOSALS**:

The State may waive technicalities; reject any or all proposals, or any portion thereof; advertise for new proposals; or cancel the request for proposal, if it is in the best interest of the State.

2. **MATERIAL GUARANTY**:

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

3. **AWARD OF CONTRACT**:

The contract will be awarded, or the proposals rejected, within ninety (90) days from the proposal opening date.

4. **EXECUTION OF CONTRACT**:

Awarded Vendors must execute a formal contract within twenty (20) days after date of official notice of the award.

5. **WARRANTY**:

Successful Vendors will be required to extend any policy guarantee usually offered to the general public, or Federal, State, county, or municipal governments, on all products in this contract against defective material, workmanship, and product performance.

6. **THE CONTRACT**:

The contracts with the successful Vendors will be executed with Government Support Services acting for all participating government entities.

7. **CONTRACT EXTENSION**:

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

VI. PROPOSAL REPLY SECTION for CONTRACT NO. GSS-10-565

EMERGENCY STANDBY MATERIALS & SERVICES

Please fill out the attached forms fully and completely, and return them with your proposal in a sealed envelope clearly displaying the RFP number to the State of Delaware, Government Support Services, by **Monday, August 31, 2009, 1:00 PM (EDT)**, at which time bids will be opened.

Proposals must be mailed to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. Government Support Services is required by law to publicly open the proposals at the time and place specified and the contract will be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the names of the Vendors, not to serve as a forum for determining the apparent low Vendor. The disclosure of additional information, including prices, will be at the discretion of Government Support Services until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract, the Delaware public and all Vendors are invited to make an appointment with Government Support Services in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904

NO PROPOSAL REPLY FORM

CONTRACT GSS10565

CONTRACT TITLE: EMERGENCY STANDBY MATERIALS & SERVICES

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a request for proposal, but does not wish to bid, state their reasons 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 Vendor List by so indicating below, or do not return this form or bona fide proposal.

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

	1.		We do not wish to participate in the proposal process.
	2.		We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
	3.		We do not feel we can be competitive.
	4.		We cannot submit a Proposal 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 Proposals are requested.
	7.		Other:_____

FIRM NAME		SIGNATURE

		We wish to remain on the Vendor List **for these goods or services**.
		We wish to be deleted from the Vendor List **for these goods or services**.

CONTRACT NO.: **GSS10565**
TITLE: **EMERGENCY STANDBY MATERIALS & SERVICES**
OPENING DATE: **Monday, August 31, 2009**

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 proposal submitted this date to the State of Delaware, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter their 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._____	Women Business Enterprise (WBE)	Yes	No	Minority Business Enterprise (MBE)	Yes	No	Disadvantaged Business Enterprise (DBE)	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 MUST BE SIGNED, NOTARIZED, AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 1. Exceptions

This form must be completed and submitted as part of the Vendor proposal. Proposals must include all exceptions to the specifications contained in this RFP. If you are submitting the proposal without exceptions, please state “No Exceptions Taken” on the form below. Failure to complete and submit this form with your proposal could result in the proposal being considered non-responsive.

Paragraph # and page #	**Exceptions to Specifications**

<u>Note:</u> use additional pages as necessary.

Attachment 2. Company Profile and Capabilities

Vendors are required to provide a reply to each question listed below. Your replies will aid the Proposal Evaluation Committee in completing the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities when responding to an emergency or disaster as listed in the Statement of Needs on page 8. Any non-response to any question may result in the deduction of points from your overall score.

1.	How many years has your company been in operation?

2.	What is your company's main line of business?

3.	How many full time employees does your company have? How many on-call employees does your company have to respond to emergencies/disasters?

Attachment 2. Company Profile and Capabilities - continued

4.	What is your operational site coverage specific to the State of Delaware? Identify all other states in the area/region with which you have similar contracts or agreements.

5.	Do you have prepositioned materials or equipment? What are their locations, types, and quantities?

Attachment 2. Company Profile and Capabilities - continued

6.	Describe your plan in terms of specific methods and procedures used to identify and deploy the necessary resources to the location based on the nature and scope of the incident. Also include the numbers of ICS-trained personnel by discipline, and their activation timeframes.

Attachment 2. Company Profile and Capabilities - continued

7.	Please list specific examples of dates, locations, and the nature of the incidents for which you have provided material and services support.

Attachment 2. Company Profile and Capabilities - continued

8.	Describe your plan for mobilizing backup resources to provide maintenance support for the equipment deployed to an incident location, along with response times.

Note: Add additional pages as needed.

Attachment 3. Confidential and Proprietary Information

Confidential and Proprietary Information

Note: Add additional pages as needed.

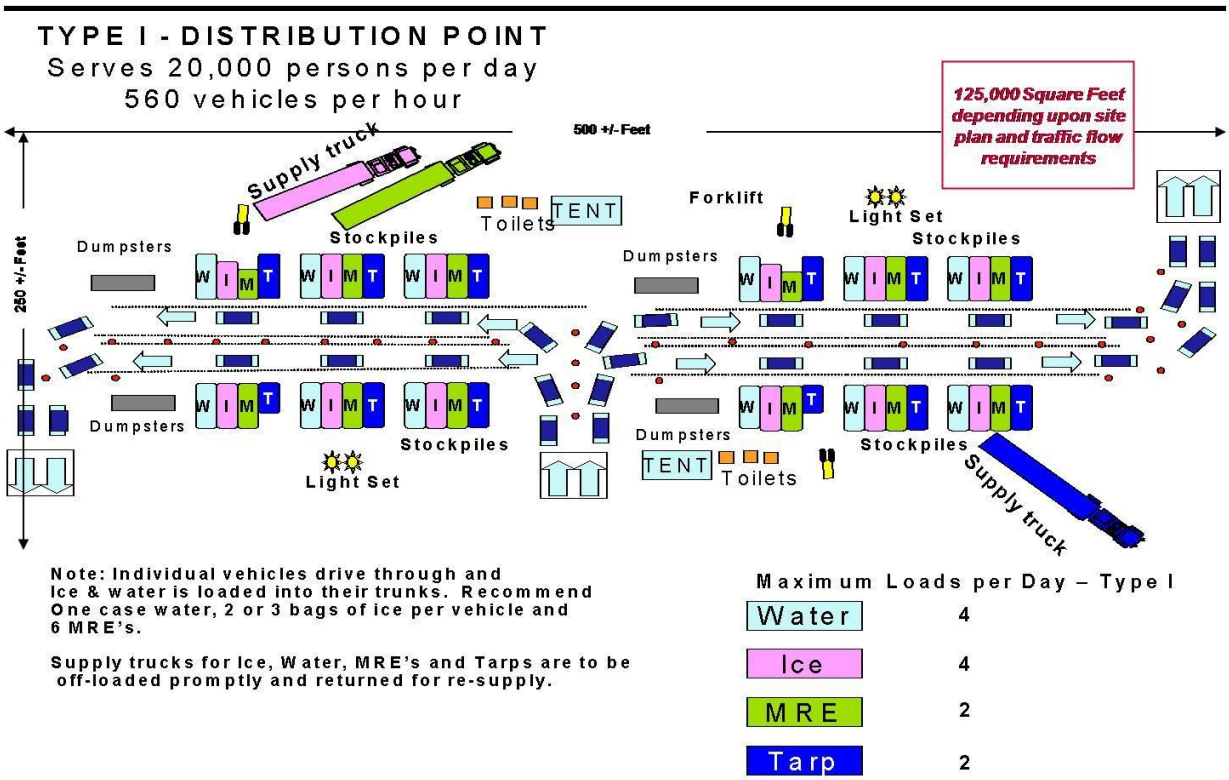
APPENDIX A
SCOPE OF WORK

SECTION I

POINT OF DISTRIBUTION REQUIREMENTS

The Delaware National Guard, in coordination with other State Agencies, has the overall responsibility for the operation and management of Points of Distribution (PODs) that would be established to support displaced populations as a result of a variety of incidents listed in the Statement of Needs. PODs are designed to support populations of 5,000, 10,000 or 20,000 per day and can be operated for short or long periods of time. Vendors are asked to provide applicable purchase, hourly, daily, weekly, or monthly rental pricing in **Appendix B, Tab 1** for all required equipment listed in each POD configuration on the following pages, to include forklifts and pallet jacks. Vendors should include a pricing option for each POD type, to include the manpower resources. In addition, since total requirements are driven by the nature, scope, and duration of the incident, Vendors are asked to provide tiered pricing for Water, Ice, Meals-Ready-To-Eat (MREs), Heater Meals, Tarps, Hay, and Animal Food, also listed in **Appendix B, Tab 1.** If you are not bidding this section, please state "**NO BID**."

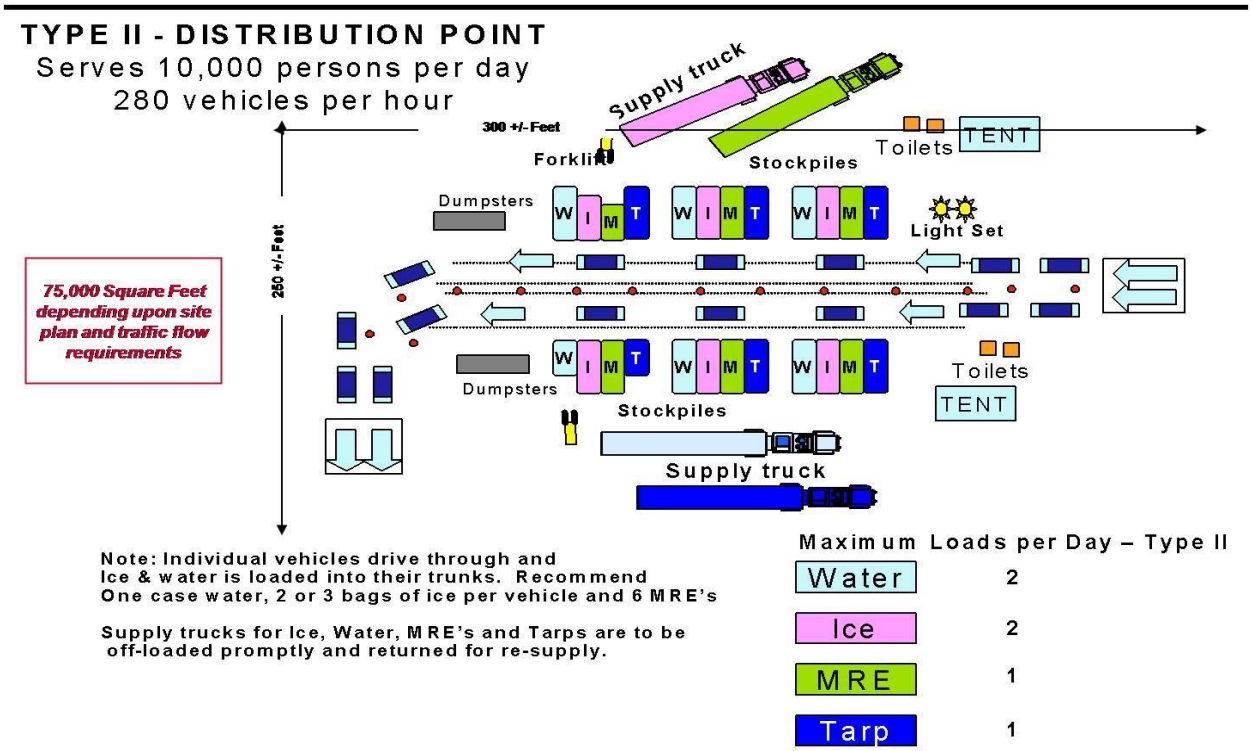
Section I – (CONTINUED)



Type I Distribution Point Resources Required

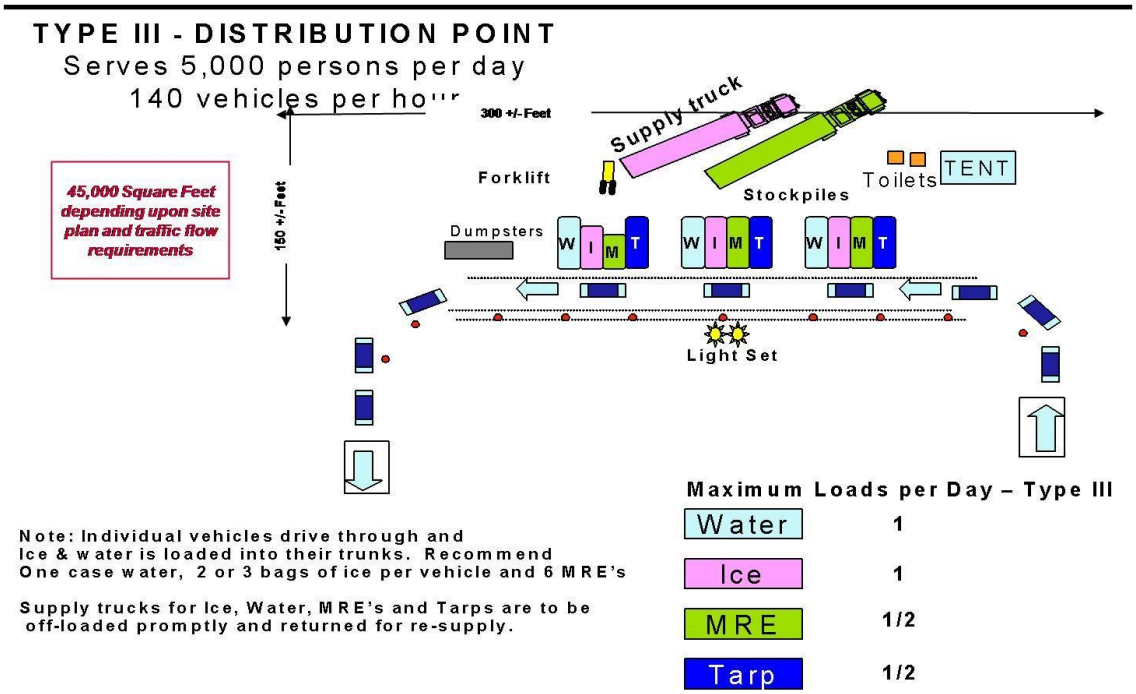
Type I Distribution Point					
Manpower				Equipment	
	Type	Day	Night	Type	Number
Local Responsibility	Manager	1	0	Forklifts	3
	Team Leader	2	1	Pallet Jacks	3
	Forklift Operator	2	3	Power Light Sets	2
	Labor	57	4	Toilets	6
	Loading Point 36			Tents	2
	Back-up Loading PT 18			Dumpsters	4
	Pallet Jacks Labor 3			Traffic Cones	30
	Totals	62	8	Two -way radios	4
Others	Law Enforcement	4	1		
	Community Rel.	4	0		
Grand Total		70	9		

Figure 4



Type II Distribution Point Resources Required

Type II Distribution Point						
Manpower					Equipment	
	Type		Day	Night	Type	Number
Local Responsibility	Team Leader		1	0	Forklifts	2
	Forklift Operator		1	2	Pallet Jacks	2
	Labor		28	3	Power Light Sets	1
	Loading PT	18			Toilets	4
	Back-up Loading PT	9			Tents	2
	Pallet Jacks Labor	1			Dumpsters	2
	Totals		30	5	Traffic Cones	15
Others	Law Enforcement		2	1	Two-way radios	0
	Community Rel.		2	0		
Grand Total			34	6		



Type III Distribution Point Resources Required

Type III Distribution Point						
Manpower					Equipment	
Type			Day	Night	Type	Number
Local Responsibility	Forklift Operator		1	1	Forklifts	1
	Labor		15	2	Pallet Jacks	1
	Loading PT	9			Power Light Sets	1
	Back-up Loading PT	5			Toilets	2
	Pallet Jacks Labor	1			Tents	1
	Totals		16	3	Dumpsters	1
Others	Law Enforcement		2	1	Traffic Cones	10
	Community Rel.		1	0	Two-way radios	0
Grand Total			19	4		

APPENDIX A
SCOPE OF WORK

SECTION II

EMERGENCY WORKER BASE CAMP & TYPED SUPPORT PACKAGE REQUIREMENTS

The nature and scope of a particular incident will determine the nature and scope of the response. Any response will require various materials, supplies, equipment, and human resources. The State of Florida has developed Emergency Worker Base Camp Packages that are now the national standard and provide the required resources and flexibility to support a particular incident. Other “Typed” support packages have also been developed to provide resources to fill anticipated needs during specific incidents and are listed in Appendix B, Tab 10.

The following pages provide the specifications, footprint, and layout for Type I through IV base camps. There is no footprint available for Type V-Mobile. However, requirements are listed in the following pages. Base camps are configured to support from 100 to 1,000 emergency workers or evacuees.

Vendors bidding all or part of Section II are asked to provide weekly or flat rate pricing for each emergency worker base camp configuration and other “Typed” support package requirements listed in **Appendix B, Tab 10**. If you are not bidding this section, please state “**NO BID**.”

APPENDIX A
SCOPE OF WORK

SECTION II

EMERGENCY WORKER BASE CAMP REQUIREMENTS

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
Site Capacity	Capacity	1000 Persons	750 Persons	500 Persons	250 Persons	100-150 Persons
Site Type	Type	Fixed Structures Camp, Hard sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Hard Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Hard or Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Type V: Mobile 53' self-contained semi-trailer systems Type VI: Travel Trailers mobile bunkhouses or RV's.
Set-Up Time	Time	84 – 96 Hours from time of arrival on scene	84 – 96 Hours from time of arrival on scene	72 - 84 Hours from time of arrival on scene	48 - 72 Hours from time of arrival on scene	Mobile – 2-6 Hours from time of arrival on scene
Square Footage Requirements	Space	CAMP: 250,000 Sq. Ft. PARKING: 550,000 Sq. Ft. TOTAL: 800,000 Sq. Ft	CAMP: 210,000 Sq. Ft. PARKING: 370,000 Sq. Ft. TOTAL: 580,000 Sq. Ft.	CAMP: 80,000 Sq. Ft. PARKING: 180,000 Sq. Ft. TOTAL: 360,000 Sq. Ft.	CAMP: 170,000 Sq. Ft PARKING: 120,000 Sq. Ft. TOTAL: 290,000 Sq. Ft.	CAMP: 50,000 Sq. Ft. PARKING: 50,000 Sq. Ft TOTAL: 100,000 Sq. Ft

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE
Site Prep	Equipment	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	Vehicles should remain on hardstand surfaces.
Parking Area(s)	Space	Parking area will be designated as per examples in Figures 1, 3, 5 & 7. Lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	Parking area will be designated as per examples in Figures 1, 3, 5 & 7. Lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	Parking area will be designated as per examples in Figures 1, 3, 5 & 7. Lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	Parking area will be designated as per examples in Figures 1, 3, 5 & 7. Lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	Parking area will be designated. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.
Camp Management	Government Personnel	Type II IST – Camp Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Type III IST Camp Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Type III IST Camp Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Type III IST or Logistics Section Camp Manager Food Unit Leader Safety Officer Medical Unit Leader	Logistics Section - Camp Manager Food Unit Leader Safety Officer Medical Unit Leader

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
Camp Construction, Engineering and Operations	Contractor Personnel	Director of Operations Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Director of Operations Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Director of Operations Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyors Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Sous Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operator Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Small Management Team Operations Manager Truck Drivers Porters Sous Chef Cooks Licensed Plumber Licensed Electrician Administrative Support Billeting Coordinator

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
Billeting	Equipment	1,000 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each resident shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.	750 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each resident shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.	500 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each resident shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.	250 Persons, cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each resident shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.	100-150 Persons, built in berths. Separate areas for male/female and day/night shifts. HVAC Provided in all units. Each resident shall have access to an individual locker that can accommodate a pad lock. Beds will be provided within each unit. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE
Food Services	Equipment	1,400 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code	1,000 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code	750 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility OR interconnected 53' Type I mobile field kitchen trailers, commercial restaurant equipment. Plumbed fixtures, dual serving lines, air conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code	500 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility OR 53' Type II Mobile Feeding Kitchen semi-trailer unit, commercial restaurant equipment. Plumbed fixtures, single serving line, air conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code	250 Persons per meal. Seating for 40% at a time. 40' Type II or III Mobile Feeding Kitchen semi-trailer unit, commercial restaurant equipment. Plumbed fixtures, single serving line, Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code
Food Services	Service	Four Meals per day (3 hot or 2/2), USFS Food Service Contract Specifications 24-hour food services.	Four Meals per day (3 hot or 2/2), USFS Food Service Contract Specifications 24-hour food services.	Four Meals per day (2 hot), USFS Food Service Contract Specifications. 24-hour food services.	Four Meals per day (2 hot), USFS Food Service Contract Specifications Negotiated hours of food services.	Four Meals per day (2 hot), USFS Food Service Contract Specifications Negotiated hours of food services.
Showers	Equipment	Trailers / CONEX Self Contained, 1200 Persons (ratio of 1 shower head to 10 persons in accordance	Trailers / CONEX self-contained, 900 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4)	Trailers / CONEX, networked, 600 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4)	Trailers / CONEX networked, 550 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4)	Self Contained with sleeper units (ratio of 1 shower head to 5-8 persons)

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
		with ANSI 4.4) Specifications in accordance with USFS Shower Contract.	Specifications in accordance with USFS Shower Contract.	Specifications in accordance with USFS Shower Contract.	Specifications in accordance with USFS Shower Contract.	
Rest Rooms	Equipment	Trailers, self-contained, 1200 Persons (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.	Trailers, self-contained, 900 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.	Trailers, self contained / CONEX, network plumbed, 600 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.	Trailers, self contained / CONEX, network plumbed 550 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.	Self Contained with sleeper units. (Ratio of 1 toilet to 10 persons, or 1 toilet and .5 urinals per 10 males). Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.
Laundry	Equipment	Full Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by contractor. Dry cleaning on a 48-hour service.	Full Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by contractor. Dry cleaning on a 48-hour service.	Full Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by contractor. Dry cleaning on a 48-hour service.	Self Service fluff and fold laundry equipment provided for residents. Irons and boards will be provided by contractor.	Self Service fluff and fold laundry equipment provided for residents. Irons and boards will be provided by contractor.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
Medical Clinic	Equipment	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	ALS Ambulance with a 10' X 20" support tent, tables and chairs and divider wall for sick calls.
Life Safety	Equipment	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 4-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all trailers at 1 per 500 Sq. Ft. ANSUL system OR 3-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE
Moral, Welfare and Recreation	Equipment	Separate tent / facility to accommodate tables, chairs, two large screen TVs, recreational equipment, board and card games, and refreshments for 350 persons. OPTIONAL: Public Wireless Internet to extent possible. Four workstations, 1 printer.	Separate tent / facility to accommodate tables, chairs, two large screen TVs, recreational equipment, board and card games, and refreshments for 250 persons. OPTIONAL: Public Wireless Internet to extent possible. Four workstations, 1 printer.	Combined with Dining Hall or separate facility. Tables, chairs, two large TVs, recreational equipment, board and card games, and refreshments for 200 persons. OPTIONAL: Public Wireless Internet to extent possible. Three workstations, 1 printer.	Combined with Dining Hall. Tables, chairs, two TVs, board and card games, and refreshments for 150 persons. OPTIONAL: Public Wireless Internet to extent possible. Two workstations, 1 printer.	Attached to or adjacent to mobile units. Tables, chairs, TV, board and card games and refreshments for 50 persons. OPTIONAL: Public Wireless Internet
Administration	Equipment	Separate administrative area for camp management. Resident check-in, credentialing, resource ordering, central security, and camp command element. 2 copiers, 2 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for camp management. Resident check-in, credentialing, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. May be pre installed in a trailer.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
Security	Services	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.	Security personnel provided to maintain site security and protection of property. May be contracted under the supervision of sworn law enforcement.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
Information Technology and Communications	Equipment	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least eight (8) computer workstations, 2 printers, 1 document scanner, 20 POTS or VoIP telephone lines to support voice and fax, Camp public address system Camp two-way radio system with 40 radios. NOAA Weather Radio. OPTIONAL: Public telephone trailers for camp residents provided as available.	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least eight (8) computer workstations, 2 printers, 1 document scanner, 20 POTS or VoIP telephone lines to support voice and fax, Camp public address system Camp two-way radio system with 40 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for camp residents provided as available.	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least six (6) computer workstations, 1 printers, 1 document scanner, 16 POTS or VoIP telephone lines to support voice and fax, Camp public address system Camp two-way radio system with 30 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for camp residents provided as available.	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least four (4) computer workstations, 1 printers, 1 document scanner, 12 POTS or VoIP telephone lines to support voice and fax, Two hand held megaphones Camp two-way radio system with 20 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for camp residents provided as available.	Satellite data access for the administration of camp operations. 4 satellite and/or VoIP telephone lines for the administration office, backed up by cellular telephones. Two hand held megaphones Camp two-way radio system with 20 radios. NOAA Weather Radio.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE
Infrastructure Support Services	Equipment	Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), fire extinguishers.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
Ablution	Equipment	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards.
Commissary	Services	OPTIONAL: A full service Commissary shall be provided in the camp in accordance with USFS Commissary Contract Standards.	OPTIONAL: A full service Commissary shall be provided in the camp in accordance with USFS Commissary Contract Standards.	OPTIONAL: Limited service Commissary shall be provided in the camp in accordance with USFS Commissary Contract Standards.	Limited basic essential convenience items (toothpaste, shave cream etc) available in the Administration Office on a cost recovery basis.	Limited basic essential convenience items (toothpaste, shave cream etc) available in the Administration Office on a cost recovery basis.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE
K-9 Support Area	Equipment	OPTIONAL: A K-9 support area will be established for USaR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.	OPTIONAL: A K-9 support area will be established for USaR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.	OPTIONAL: A K-9 support area will be established for USaR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.	OPTIONAL: A K-9 support area will be established for USaR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.	N/A

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURE 1	TYPE II FIGURE 2	TYPE III FIGURE 3	TYPE IV FIGURE 4	TYPE V MOBILE
COMPONENT	METRIC					
Vehicle Support, Maintenance and Refueling Area	Equipment and Space	OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and berms and fire suppression systems.	OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and berms and fire suppression systems.	OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and berms and fire suppression systems.	OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and berms and fire suppression systems.	OPTIONAL: Field refueling split tank trucks (diesel/MOGAS) will be provided to support emergency responders under a separate contract.
ATM	Equipment	OPTIONAL: Portable ATM Machine or trailers provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	N/A
Postal and Express Services	Service	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.	N/A

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

BASE CAMPS:

Base camps are established as required in areas close in proximity to emergency impact areas. The purpose is to accommodate emergency workers responding to events in areas either where there are limited hotel/motel resources, or when occupying hotels/motels would not permit disaster victims from relocating from shelters into hotel/motels, thus extending the emergency shelter phase of the operation. Commercial contractors/vendors providing "turn-key" services will be considered the primary source of the establishment of base camps. For larger camps, Types can be combined at one site, such as a Type I and a Type II to build a 1,500 person camp.

The Contractor should have an ability to construct the base camps and habilitate responders, recovery workers, military and relief agency workers with tents or modular units, provide air conditioning, heating, beds and/or cots, bedding, dinning halls, kitchens, medical unit, reefer trucks to haul food & Ice and store, 4 meals a day, shower units, hand wash units, potable (drinking) water, water purification and manifold distribution systems, toilets, on-site manifold distribution of black and grey water and associated On- Site Sanitation Systems, laundry service, leveled hardwood floors, industrial generators, diesel 4000 watt light towers, utility vehicles, tooling and equipment for plumbing, electrical, instrumentation, and other consumables including kitchen utensils,. Contractor shall also provide operations centers, recreation facilities and communication services to include telephone and wireless internet connectivity. The Contractor shall keep all of their assets mobile, staged with their own fleet of tractor-trailers, and shall be able to keep those assets available for rapid deployment if required by the Government.

Detailed Scope of Work, specifications, terms, and conditions must be negotiated between the government entity and contractor.

There are six levels of Base Camps:

- Type I support 1000 persons
- Type II supports 750 persons
- Type III supports 500 persons
- Type IV supports 250 persons
- Other: Mobile Life Support Trailers
  Type V: 53' Self Contained Semi-Trailers
  Type VI: 40' Motor Homes
  32' Travel Trailers

OVERVIEW of Services provided at a Base Camp includes:

Staffing and Management:

- Camp construction is considered turn key, bare base, meaning that no on-site infrastructure is technically required to build the camp. Camp construction, engineering and support services are all provided by one prime vendor, who may or may not in turn let sub-contracts for various items or services in the camp.
- Prime contractor provides all engineering and support staff.
- Overall, camp management is the responsibility of government at some level with the assignment of at least a Type III IMT or IST.

Billeting / Camp Type:

- First choice of accommodations is the conversion of a fixed facility / building to accommodate personnel. Such conversion includes installation of dividing walls, partitions or curtains in order to allow for some privacy.
- For larger operations hard-sided tents, long span structures or soft-sided tents or CONEX Systems can be used as billeting. Tent camps can take from 48-96 hours to set-up and must conform to normal wind loading of 45 MPH sustained, or 75 MPH in hurricane areas, based on previous events where storms crossing over the camp has done significant

RESOURCE:	State of Florida - Emergency Worker Base Camps				
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp	KIND:	Facility System		
MINIMUM CAPABILITIES:	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT / METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

damage to these structures. Hard sided tents are preferred over soft sided. Tents must be fitted with floors and HVAC systems for climate controlled living conditions.

- For small deployments or where teams are moving from site to site every 1-2 days, self-contained 53' semi-trailer bunkhouses, travel trailers or CONEX mobile bunkhouses or RV's can be utilized. Trailers can accommodate six personnel, while bunkhouses accommodate 10 personnel. 53' semi-trailer can accommodate 12-24 persons.

Food Services:

- Food services will be accomplished through contract catering. Four meals per day will be served in accordance with current US Forest Service Catering Contracts. An approved 14-day rotation meal plan will be established. Food service facilities must meet all required public health code requirements to include a commercial grade (restaurant) NSF approved equipment, sealed floor, HVAC, bug screens and/or air curtain blowers, equipment and utensil sanitation, fire suppression, and hand wash stations in numbers appropriate for the size of camp. Camp catering must be able to feed at least 30% more persons above camp residents

Shower Accommodations:

- Shower trailers or CONEX systems will be brought in. These trailers/CONEX typically accommodate 6-10 persons at a time, include a changing room. Trailers have a high capacity hot water heater, typically fueled by propane or diesel fuels. Camp must be able to shower 20% more persons above camp residents.

Restroom Accommodations:

- Porta-potties will not be used unless no other resources were available, except in remote area such as parking and service areas. Restroom trailers or CONEX systems will conform to ANSI 4.4 regulations. Restroom trailers resemble a public restroom, are well lighted, have mirrors, sinks, toilets, and urinals. Versions are available both men and women. Camp must be able to accommodate 20% more persons above camp residents.

Laundry Facilities and Services:

- Portable laundry trailers or CONEX systems come in two configurations, self-service and commercial. In the self-service, workers can do their own laundry just like in a laundromat. In the commercial version, a contract service will be brought in to wash, dry and fold laundry for base personnel.

Medical Care:

- A basic medical clinic will be provided to afford routine medical check-ups and care. Contractor shall establish the area and provide basic equipment. Medical supplies, equipment, and services shall be provided by either EMS or public health personnel. Any emergency will necessitate calling 911.

Moral, Welfare and Recreation Facility:

- Between meal periods, the dining tent will be used as a recreation facility for Type IV, V, and VI camps. On Type I, II and III camps accommodating over 500 personnel, a separate tent facility will be provided with recreation items such as a Ping-Pong table, large screen TV, reading library, daily newspapers, board games, cards and other items to afford workers a means to relax between shifts. Internet workstations shall be an option for personnel to check e-mail or document work related activities.

Administration:

- Personnel check-in. Agencies sending emergency personnel to a Base Camp will identify those personnel by name / agency to the Camp Manager in advance of arrival, or issue a separate credential. Camp Managers in the Administration Unit will assign berthing space to individuals. Each person shall be issued a unique identity card indicating the level of services the person is entitled to at the camp.
- Three levels of check-in, and issuance of identity cards / credentialing are designated:
  - Resident – Full time sleeping, dining and full services
  - Meals and Showers Only – Typically for commercial trucking personnel who sleep in their trucks and only require food, shower and laundry support
  - Meals Only – Personnel who will only receive meals at the Camp and reside and shower at other locations or at home.

RESOURCE:	State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

	• Telecommunications
	  • Public pay phone trailers will be located within the billeting area, food service, recreation and administrative areas to allow personnel to call family and friends
	  • POTS or VoIP telephone lines and ISDN, DSL, Satellite, or fiber optic T-1 lines will be ordered to support the administrative office at the Base Camp.
	• Office space will be established to allow for the management of the site
	• Life Safety & Security will be mission tasked to law enforcement, fire, and EMS agencies to support camp operations.					

RESOURCE:	State of Florida - Emergency Worker Base Camps				
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp	KIND:	Facility System		
MINIMUM CAPABILITIES:	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT / METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

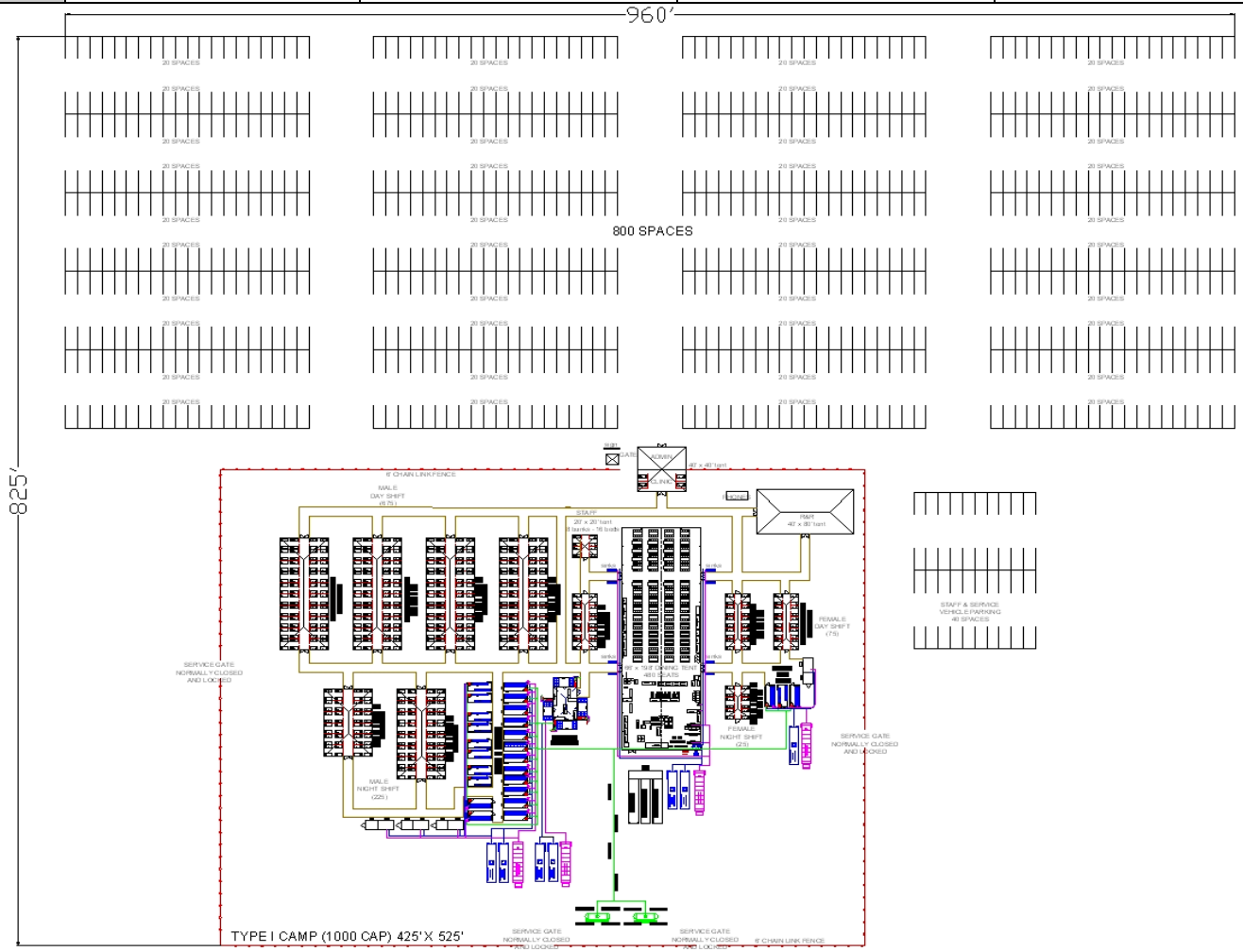


Figure 1: TYPICAL - TYPE I BASE CAMP - 1000 PERSONS

RESOURCE:	State of Florida - Emergency Worker Base Camps				
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp	KIND:	Facility System		
MINIMUM CAPABILITIES:	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT / METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

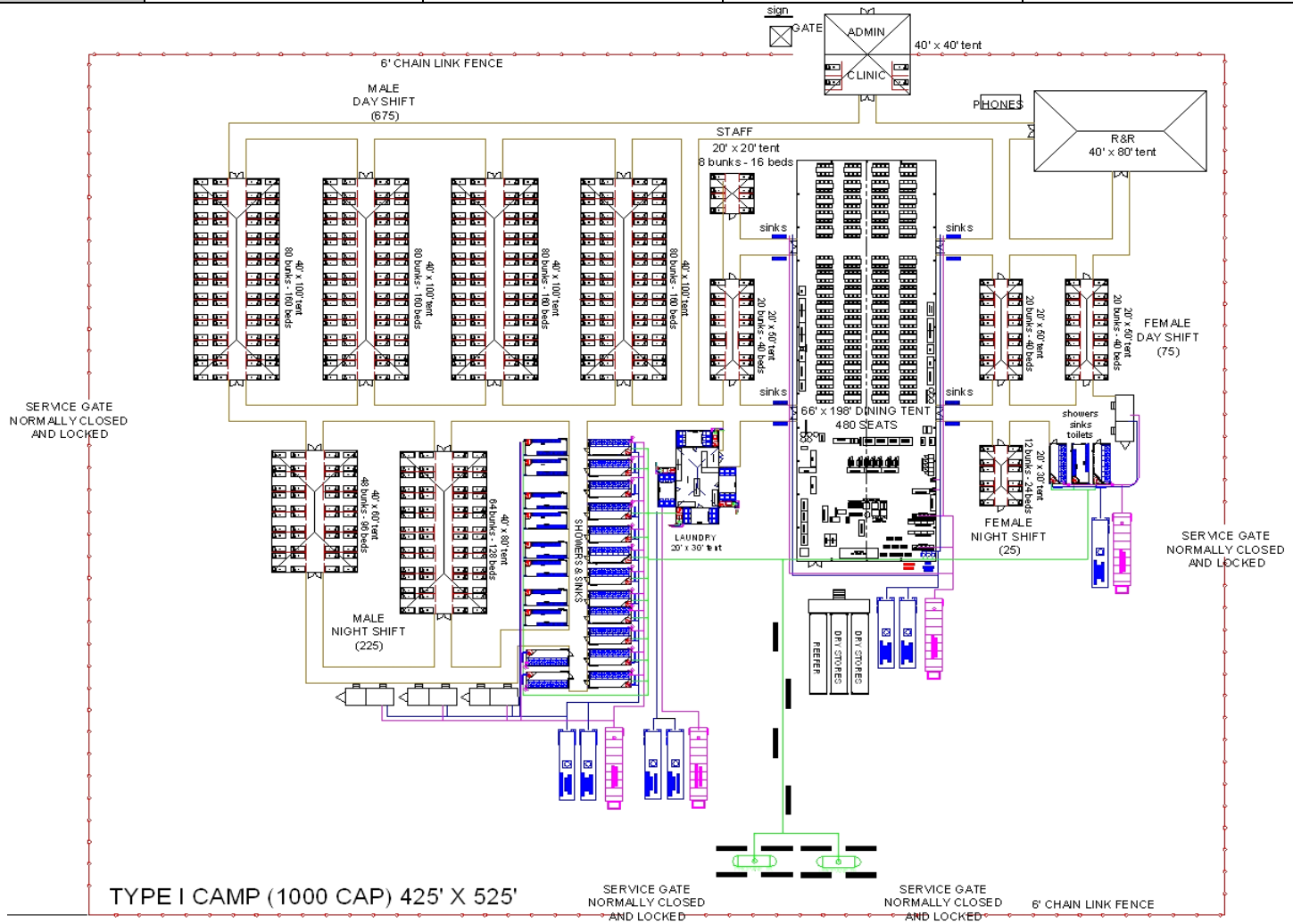


Figure 2: TYPICAL - TYPE I BASE CAMP - 1000 PERSONS

RESOURCE:	State of Florida - Emergency Worker Base Camps				
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp	KIND:	Facility System		
MINIMUM CAPABILITIES:	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT / METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

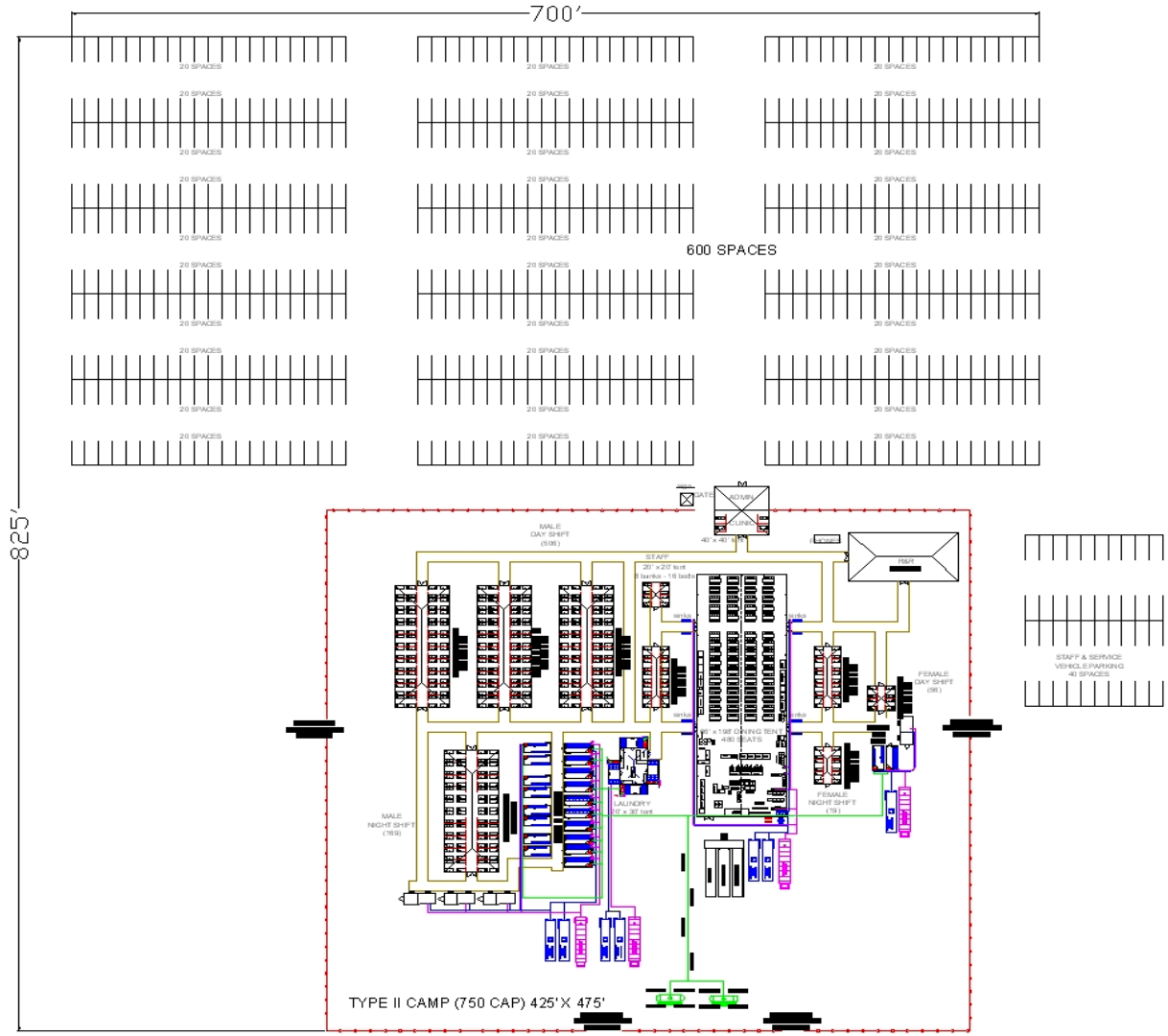


Figure 3: TYPICAL - TYPE II BASE CAMP - 750 PERSONS

RESOURCE:	State of Florida - Emergency Worker Base Camps				
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp	KIND:	Facility System		
MINIMUM CAPABILITIES:	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT / METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

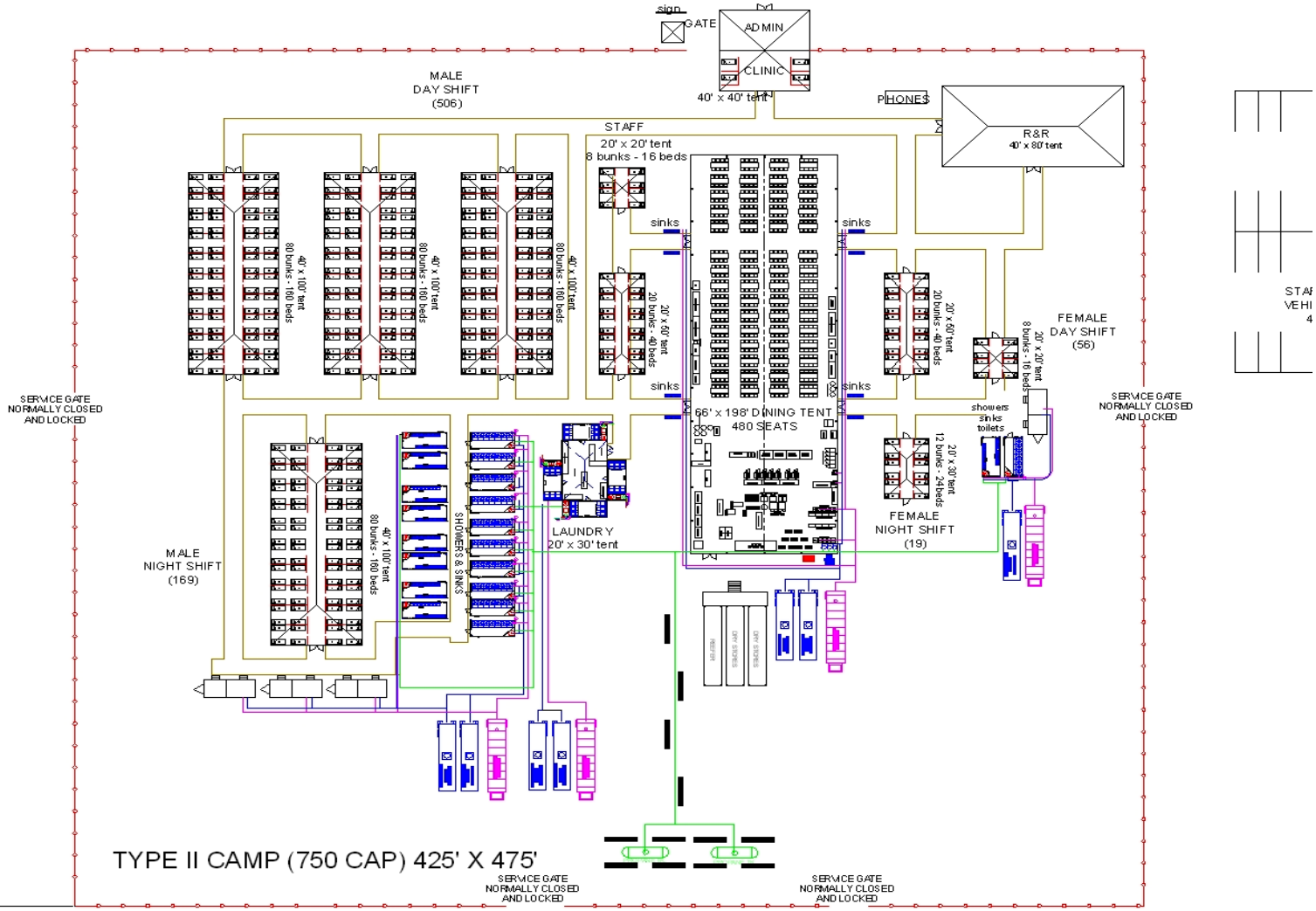


Figure 4: TYPICAL - TYPE II BASE CAMP - 750 PERSONS

RESOURCE:	State of Florida - Emergency Worker Base Camps				
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp	KIND:	Facility System		
MINIMUM CAPABILITIES:	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT / METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

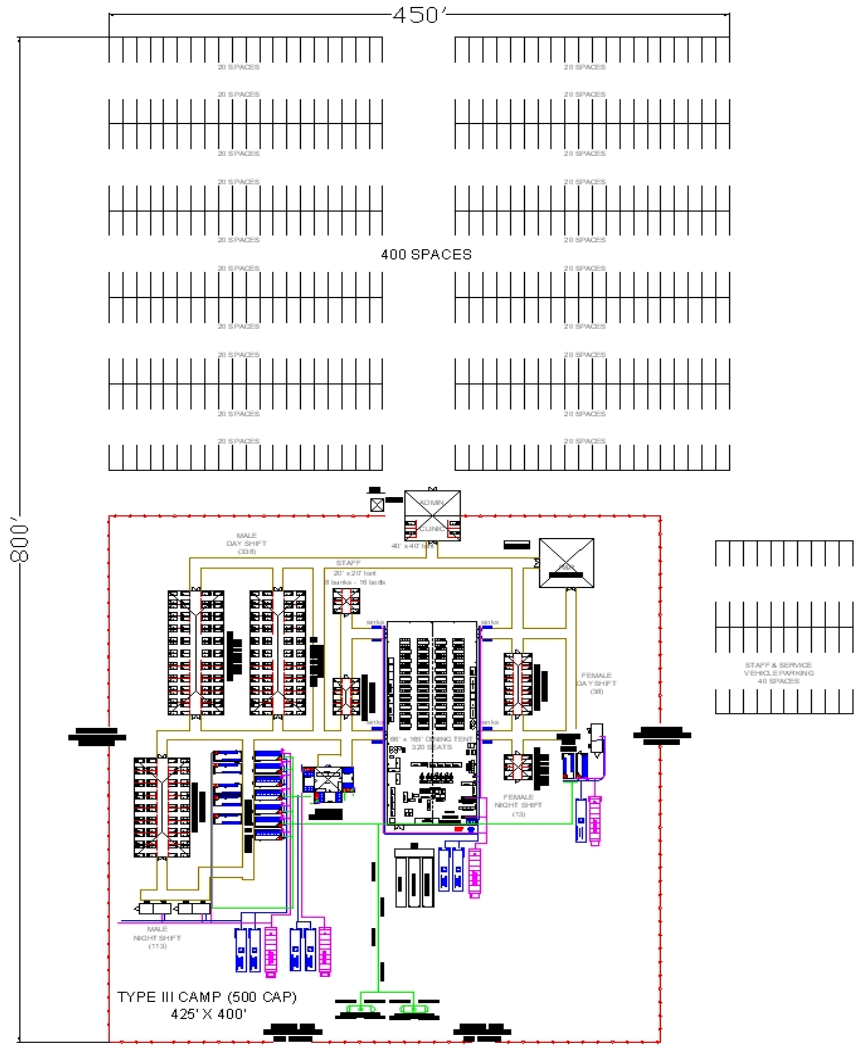


Figure 5: TYPICAL - TYPE III BASE CAMP - 500 PERSONS

RESOURCE:	State of Florida - Emergency Worker Base Camps				
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp	KIND:	Facility System		
MINIMUM CAPABILITIES:	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT / METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

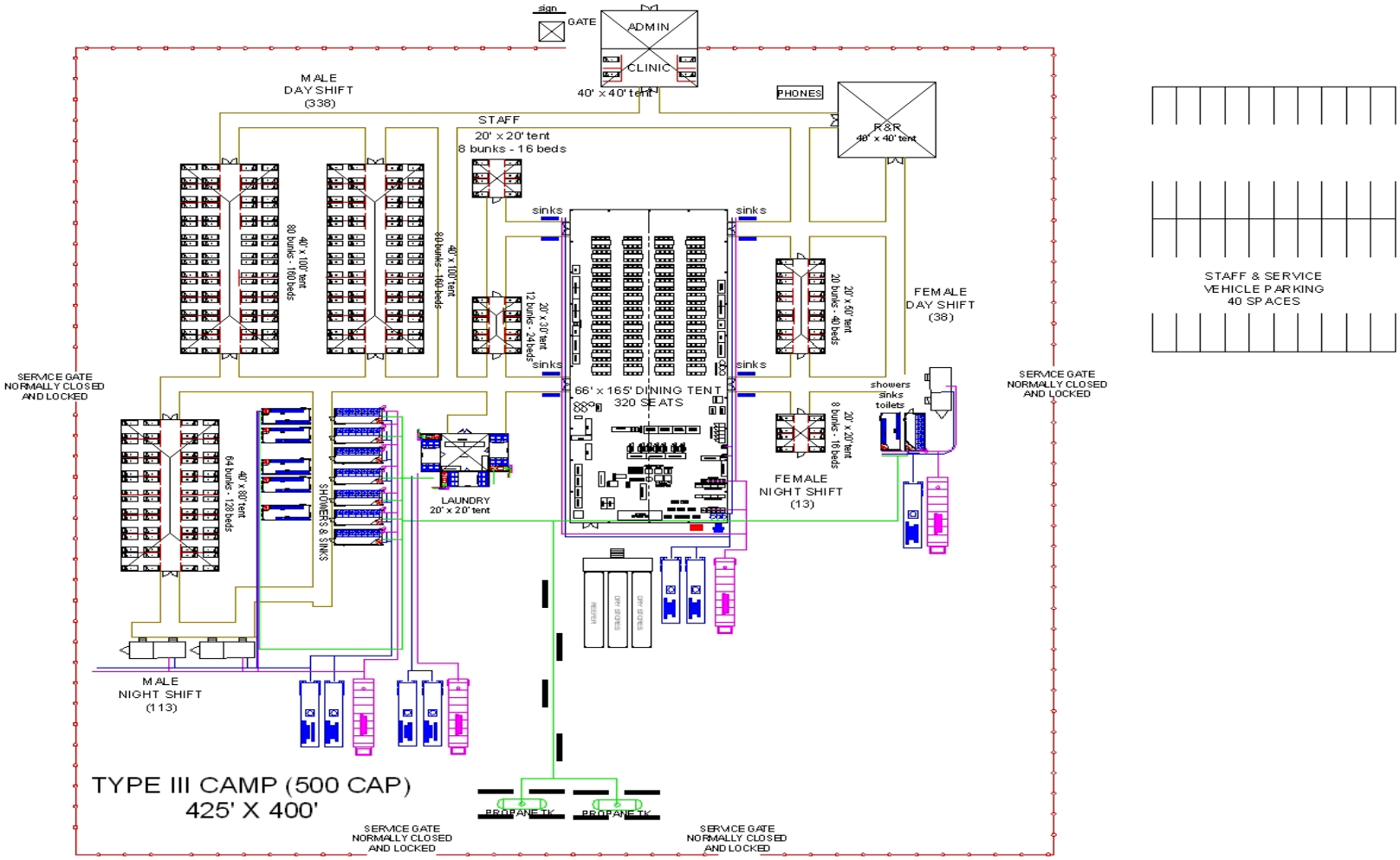


Figure 6: TYPICAL - TYPE III BASE CAMP - 500 PERSONS

RESOURCE:	State of Florida - Emergency Worker Base Camps				
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp	KIND:	Facility System		
MINIMUM CAPABILITIES:	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT / METRIC	FIGURE 1	FIGURE 2	FIGURE 3	FIGURE 4	MOBILE

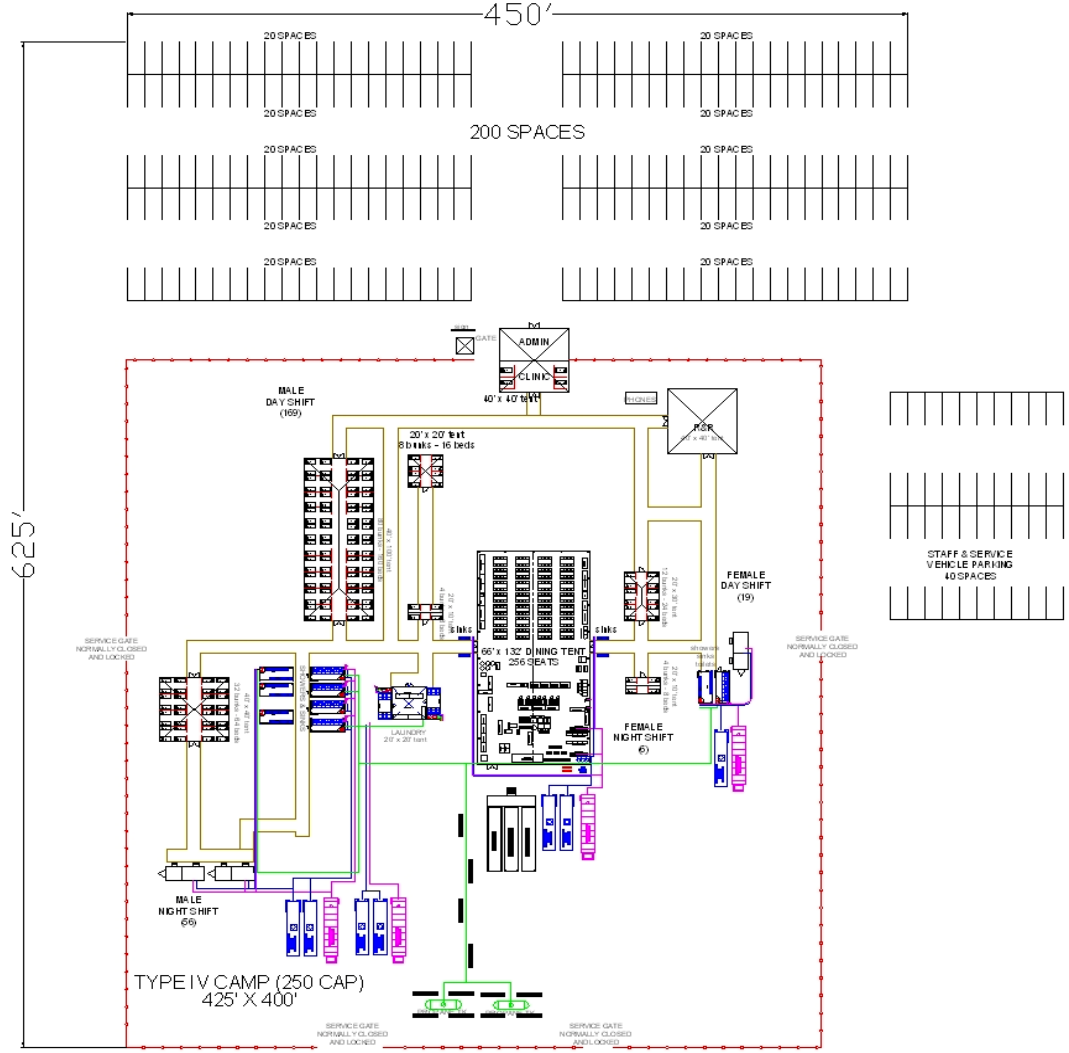


Figure 7: TYPICAL - TYPE IV BASE CAMP - 250 PERSONS

APPENDIX A
SCOPE OF WORK

SECTION III

DESIGNATED COMMUNITY SHELTER REQUIREMENTS

The Department of Health and Social Services; the American Red Cross; the Delaware National Guard; the Department of Services for Children, Youth and Their Families; the Department of Agriculture; and the Delaware and Kent County SPCAs all share responsibility in the operation and management of community shelters, in coordination with, and support from, other state and local agencies. Specifically:

- The American Red Cross or the Department of Health and Social Services provide sheltering services to the displaced general population
- The Department of Health and Social Services-Division of Public Health and the Delaware National Guard provides sheltering services to any displaced evacuees with non-acute medical needs
- The Department of Services for Children, Youth, and Their Families provides sheltering and family reunification services to any unattended children
- The Department of Agriculture and the SPCAs provide shelter and pet reunification support for displaced companion animals

Delaware's "community shelter" concept provides for designated space within each shelter facility for each displaced population group listed above, as needed based on the circumstances of the incident. The concept also designates five (5) companion animal shelters, four (4) large animal shelters, and one (1) wildlife shelter, also listed in this RFP.

Vendors are asked to provide unit or tiered pricing or personnel rates for the items listed in **Appendix B, Tabs 2 through 5,** to support the four (4) populations housed in community shelters. If you are not bidding this section, please state "**NO BID**."

SCOPE OF WORK

SECTION IV

TRANSPORTATION SUPPORT REQUIREMENTS

During emergencies, the Delaware Department of Transportation (DelDOT) has overall responsibility for

- coordinating transportation to support the safe and timely evacuation of displaced human and animal populations to designated shelters
- executing the State's debris management plan
- supporting, if requested, the transportation of commodities and goods

During a catastrophic incident, DelDOT may require contractor assistance to augment its available resources. Anticipated needs may include:

- Buses of varying capacity, including buses with bathroom facilities if long-distance or long travel-duration evacuations are contemplated
- Handicap-accessible buses or vans
- Water buffaloes or water tankers
- Horse and livestock trailers
- Cargo vans
- Pick-up trucks
- Refrigerated trucks
- Non-refrigerated container trucks
- Dump trucks
- Four-wheel drive and all-terrain vehicles
- Heavy equipment for debris removal
- Bucket trucks
- Boats (to support water evacuations)
- Helicopters
- Appropriately licensed operators for all vehicle types

Vendors are asked to provide daily and weekly rental rates for the types of vehicles listed in **Appendix B, Tab 6,** along with hourly and overtime rates applicable for the each equipment item and vehicle operator. In addition, vehicles and equipment will require fuel to operate. **Appendix B, Tab 6** also asks Vendors to provide delivered pricing for these fuels. If you are not bidding this section, please state **"NO BID**."

APPENDIX A
SCOPE OF WORK

SECTION V

WASTE REMOVAL AND DISPOSAL SERVICES REQUIREMENTS

The operation of Commodity Points of Distribution (PODs), Community Shelters, and Emergency Worker Base Camps will generate substantial quantities of bio-medical, human, and animal waste, along with large amounts of garbage, trash, and recyclable materials. One or more of these waste categories could quickly create an unhealthy environment for those nearby populations, or those populations supported by PODs, Community Shelters, or Emergency Worker Base Camps. As a result, the State would require the regular removal and disposal of these waste products at one or more locations. Vendors are asked to submit as part of this section, their proposed plan that includes the necessary resources to remove and dispose of the various waste categories listed above. Vendors must meet all applicable state or local laws in effect at the time of the incident for retrieval, storage, and disposal of waste items. Your proposed plan must include the applicable pricing in **Appendix B, Tab 7**. If you are not bidding this section, please state "**NO BID**."

APPENDIX A
SCOPE OF WORK

SECTION VI

DEBRIS REMOVAL AND DISPOSITION REQUIREMENTS

The State may require contractor support to assist with the removal and disposition of various types of debris, including non-diseased animal carcasses, from main roadways and other locations. Additionally, the State may require contractor support to appropriately address hazardous materials issues, to include the appropriate and expedient containment, removal, storage, and disposition of hazardous waste, materials, or diseased animal carcasses. **Appendix B, Tab 8** lists the requirements for debris removal and disposition. Vendors are asked to provide pricing for the various items listed. If you are not bidding this section, please state "**NO BID**."

SCOPE OF WORK

SECTION VII

OTHER SUPPLIES, EQUIPMENT & HUMAN RESOURCE REQUIREMENTS

In this Section, Vendors are asked to list other equipment, supplies, or human resources they believe would aid in the response and support of incidents listed in the Statement of Needs that are not included in Sections I-VI, such as other heavy equipment not already listed.

The State also knows that communication capability is critical in response to any given incident. Vendors are asked to describe, as part of their proposal, available resources they can provide to support communications requirements.

These, and any other resources the Vendor can provide to supplement the specifications in this RFP, must include the applicable purchase price, weekly rental, or hourly rates and they must be included in **Appendix B, Tab 9**. If you are not bidding this section, please state "**NO BID**."

APPENDIX C

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 Marinas.

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)*

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.

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.

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 Vendors 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

Notary Seal

County of _____

State _____

My Commission Expires _____