

STATE OF DELAWARE
Office of Management and Budget
Government Support Services



Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

State of Delaware

Preventative Maintenance and Service - Chillers

Request for Proposal Contract No. GSS11079-CHILLER_MAINT

March 24, 2011

**- Deadline to Respond -
April 19, 2011
1:00 PM, LT**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: March 24, 2011

CONTRACT NO. GSS11079-CHILLER_MAINT

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Preventative Maintenance and Service - Chillers. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS11079-CHILLER_MAINT

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
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- VI. Definitions and General Provisions
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 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
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 - d. Attachment 4 – Company Profile and Capabilities
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 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 – Office of Minority and Women Business Enterprise Certification Application
 - k. Attachment 11 – Performance Bond Form
 - l. Appendix A – Scope of Work details
 - m. Appendix B – DOC Security Requirements and Procedures
 - n. Appendix C – Pricing Form(s) and Instructions

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by Tuesday, April 19, 2011, 1:00 PM, LT to be considered.

Proposals must be mailed to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Courtney McCarty at 302-857-4557 or email courtney.mccarty@state.de.us.

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for Preventative Maintenance and Service Chillers.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the above services.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by 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 practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the Preventative Maintenance and Service Chillers requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Department.

3. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, 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.

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. The basis for such selection shall be:

- Ability to select an alternative supplier based on agency budget constraints.
- Vendor ability to meet all contract requirements

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5. CONTRACT PERIOD

Each Vendor's contract shall be valid through October 31, 2012. Department of Correction equipment will take effect June 1, 2011 while all other equipment will take effect November 1, 2011. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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

B. 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 events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Thursday, March 24, 2011
Written Questions Due	Wednesday, March 30, 2011 – 4:30PM LT
Written Answers Due/Posted to Website	Wednesday, April 6, 2011
Proposals Due	Tuesday, April 19, 2011
Public Proposal Opening	Tuesday, April 19, 2011
Proposal Evaluation/Presentations, as required	As Required
Vendor Best & Final Discussions, as required	As required
Contract Award	Will occur within 90 days of bid opening

C. 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 4:30 PM, LT, Wednesday, March 30, 2011. All questions will be answered in writing by Wednesday, April 6, 2011 and posted on www.bids.delaware.gov and www.gss.omb.delaware.gov website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Courtney McCarty
Office of Management and Budget, Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
courtney.mccarty@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Preventative Maintenance and Service - Chillers as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix C.

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III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or 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 shall 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.

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F. TABLE OF CONTENTS

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

G. 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 mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

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

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT

Bid Bond Waived.

L. PERFORMANCE BOND REQUIREMENT

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance Office of Management and Budget, Government Support Services with surety in the amount of One Hundred Seventy Thousand Dollars. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Office of Management and Budget, Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Office of Management and Budget, Government Support Services Bond Form.

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M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two paper copies and one electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix C Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on Tuesday, April 19, 2011. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS11079-CHILLER_MAINT
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on Tuesday, April 19, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

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

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through July 19, 2011. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

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

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

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Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Q. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

R. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, revisions will be posted at www.bids.delaware.gov and www.gss.omb.delaware.gov. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

S. INCURRED EXPENSES

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

T. 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.

U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

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V. EXCEPTIONS

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

W. 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. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person. Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall 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.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. 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 shall 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 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. Vendor(s) are advised that once a proposal is received by the

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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.

Vendor(s) shall 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. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 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 5 should be completed by checking the appropriate box found at the top of the attachment.

AA. ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
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- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 – Office of Minority and Women Business Enterprise Certification Application
- Attachment 11 – Performance Bond Form
- Appendix A – Scope of Work Details
- Appendix B – DOC Security Requirements and Procedures
- Appendix C – Pricing Form(s) and Instructions

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IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Office of Management and Budget, 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, item by item, or 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 shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

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4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall 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 addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

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100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

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

5. PUBLIC OPENING OF PROPOSALS

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

Only the vendor's name and address will be read aloud during the bid opening process.

6. 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 its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. 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.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

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7. AUTHORITY OF AGENCY

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

8. 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.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Office of Management and Budget, Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
 - b. The offeror's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the offeror is qualified legally to contract with the State;
 - e. Whether the offeror supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)

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4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria:
 - Ability to select an alternative supplier based on agency budget constraints.
 - Vendor ability to meet all contract requirements.

C. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the 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 organizations, including accreditation status, if applicable.
- Applicant’s experience, if any, providing similar services. At least three references are required (See § 22 – Special Provisions).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Describe the methodology/approach used for this project including a work plan and time line.
- A statement that he is regularly engaged in the business of servicing HVAC controls and air conditioning equipment of the type, grade, and character covered by the specifications.
- A state that he has the financial, engineering and local organization and facilities to properly fulfill the requirements of the contract. In order to qualify, the bidder must submit a current financial statement with his proposal.

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- A copy of each mechanics “Universal Rating” identification card showing certification by the EPA.
- A list of three other jobs of similar nature which he has successfully, with his own organization and not by or through a subcontractor, maintained in the past five years. In order to qualify, the bidder must list jobs which are similar in type to those which the bidder proposes to service under this contract. Include contacts and phone numbers.
- Vendor should have a HVAC Master License within the State of Delaware.

D. CRITERIA AND SCORING

	EVALUATION CRITERIA	POINTS
1.	Vendor Qualification - The qualifications and previous experience with similar contracts of this size (include government as well as private sector contracts). The background, experience, resources, reputation, and years in business.	25
2.	Vendor Qualification References	5
3.	Service & Support - The ability to meet delivery requirements within time frame specified, and the understanding of problems that may occur; and how you plan to meet them. This also includes the stability of workforce. Do you have adequate number of employees?	30
5.	PM Price - Overall price competitiveness compared to other vendors and current price the State is paying.	15
6.	Repair Price – Overall price competitiveness compared to other vendors and current price the State is paying.	15
9.	Compliance with Specifications - Followed instructions and thoroughness of RFP response.	10
	TOTAL SCORE	100

Procurement 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.

E. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

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F. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

G. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

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VI. 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. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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.

BOND: The approved form of security furnished by the Vendors and its 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.

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

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

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

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

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.

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

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 its acceptable performance of the work for which he has contracted

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

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 the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml>. Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

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

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

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

4. PRICES QUOTED

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

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

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Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

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 shall 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 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. Vendor(s) 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.

Vendor(s) shall 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. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel 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.

6. LAWS TO BE OBSERVED

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

7. PERMITS AND LICENSES

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

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8. PATENTED DEVICES, MATERIAL AND PROCESSES

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

9. EMERGENCY TERMINATION OF CONTRACT

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

10. TAX EXEMPTION

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

11. INVOICING

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

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12. 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 shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The 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.

13. PRICES

Prices and/or rates shall remain firm for the initial term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. MOST FAVORED CUSTOMER

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

15. PRICE ADJUSTMENT

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

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

16. SHIPPING TERMS

FOB Destination, freight prepaid.

17. FUNDING OUT or Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

18. MANDATORY INSURANCE REQUIREMENTS

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

a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.

1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS11079-CHILLER_MAINT
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

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

19. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.
<https://onestop.delaware.gov/osbrlpublic/Home.jsp>

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

20. INDEMNIFICATION

- a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- b. **Proprietary Rights Indemnification:** Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively “Products”) is or in vendor’s reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the product(s) to a degree that the State of Delaware agrees to and accepts in writing.

21. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

22. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors’ Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a “Covered Agency” as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

23. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

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24. REQUIRED REPORTING

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 our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at: http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

25. ORDERING PROCEDURE

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

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26. BILLING

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

27. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

29. PRODUCT SUBSTITUTION

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

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

30. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term “reasonable”. If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

31. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal by completing Attachment 7.

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found:

<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

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34. PERSONNEL/EQUIPMENT/SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

35. MINIMUM WAGE RATES

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

36. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience**: The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

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- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

37. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Office of Management and Budget, Government Support Services.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- 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, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

38. 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 the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

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39. INTEREST OF VENDOR

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

40. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall 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 shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

41. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

42. 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 for the State pursuant to this contract.

43. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

44. 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 shall 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.

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45. GRATUITIES

- a. If it is found, after notice and hearing, by the State 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/or 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 shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph “a”, the State shall 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 shall 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 shall be in the sole discretion of the State.

46. AFFIRMATION

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

47. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall 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 shall 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 their 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, and/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 shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

48. 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.

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49. AMENDMENTS

This contract may be amended, in writing, by mutual agreement of the successful vendor and Office of Management and Budget, Government Support Services.

50. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

51. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

52. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall 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:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

53. ASSIGNMENT

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Office of Management and Budget
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This contract shall not be assigned except by express prior written consent from the Agency.

54. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Government Support Services
GSS11079-CHILLER_MAINT
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

55. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

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

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

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

6. THE CONTRACT(S)

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

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide the Office of Management and Budget, Government Support Services of the gross costs associated with this contract.

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VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS11079-CHILLER MAINT

Micrographic Services and Conversion Services

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Office of Management and Budget, Government Support Services by **1:00 PM, EDT, Tuesday, November 16, 2010** at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS11079-CHILLER_MAINT
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

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. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

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

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

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Attachment 1

NO PROPOSAL REPLY FORM

CONTRACT: GSS11079-CHILLER_MAINT

CONTRACT TITLE: Preventative Maintenance and Services - Chillers

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's 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's List for these goods or services.
		We wish to be deleted from the Vendor's List for these goods or services.

COMPANY NAME _____

CONTACT _____

PHONE NUMBER _____

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EMAIL ADDRESS _____

Attachment 2

CONTRACT NO.: GSS11079-CHILLER_MAINT
Chillers
OPENING DATE: April 19, 2011, 1:00 p.m. LT

TITLE: Preventative Maintenance and Services -

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, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, 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 his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS : CERT. NO.	Women Business Enterprise (WBE)	YES	NO	Minority Business Enterprise (MBE)	YES	NO	Disadvantaged Business Enterprise (DBE)	YES	NO
		(circle one)			(circle one)			(circle one)	

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Government Support Services

Attachment 4

GSS11079-CHILLER_MAINT
Preventative Maintenance and Services - Chillers
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of 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. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Outline a detailed plan to provide continued service and support to the State and Eligible Users in the event the your company goes out of business, merges with another company, is acquired by another company, etc.

2.	List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list should include the other company's name, name of project, the nature of the litigation, and the current status of the dispute.

3.	List any past disputes as a result of which your company has been terminated from an awarded contract. List the company's name, the term of the contract, and an explanation as to why your company was terminated.

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Note: Add additional pages as needed.

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Attachment 6

GSS11079-CHILLER_MAINT
Preventative Maintenance and Services - Chillers
PROPOSAL REPLY SECTION

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:

If you have held a State contract within the last 5 years, please list the contract.

- A. Business Name/Mailing Address:
Contact Name/Phone Number:
Contract Name/Dates:
Describe type of work performed:

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Attachment 7

GSS11079-CHILLER_MAINT
Preventative Maintenance and Services - Chillers
PROPOSAL REPLY SECTION

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

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ATTACHMENT 8

State of Delaware

Monthly Usage Report

Supplier Name:				Insert Contract No.	Report Start Date:					
Contact Name:					Report End Date:					
Contact Phone:					Today's Date:					
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Enviromentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate

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

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Attachment 10

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)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

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ATTACHMENT 11

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*Office of Management and Budget, Government Support Services*), in the amount of One Hundred Seventy Thousand Dollars (\$170,000.00), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. GSS11079-CHILLER_MAINT dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:
Title:

**APPENDIX A
SCOPE OF WORK**

**CONTRACT NO. GSS11079-CHILLER_MAINT
Preventative Maintenance and Services - Chillers**

A. SCOPE OF WORK DETAILS

To provide Preventative Maintenance and additional repair services on all equipment items listed in this document and Appendix C. Preventative Maintenance plus repair services shall be defined as:

Providing necessary labor, materials, supplies, including refrigerant, supervision and subcontracted services that will allow for the successful bidder(s) to maintain all covered equipment in prime operating condition, consistent with manufacturer's service recommendations. This includes repairing any failure of any magnitude, using OEM procedures and guidelines, OEM parts, and OEM recommended oils, seals, gaskets, supplies, etc.

1. PREVENATIVE MAINTENANCE

Providing all necessary labor, parts, materials, supplies, supervision, and subcontracted services that will allow for the successful bidder(s) to perform regular, scheduled preventative and predictive maintenance tasks, utilizing equipment history, operating hours, and OEM requirements and procedures on a day to day basis. Travel time/expenses are the responsibility of the successful bidder(s) and will not be reimbursed. Minimum guidelines are provided herein.

2. REPAIR SERVICE

The successful bidder(s) will not subcontract liabilities for equipment failures. Comprehensive routine maintenance should protect against most mechanical failures. Any failures that are covered within the scope of this agreement must be repaired without any delays. The covered equipment must be returned to operational duty as quickly as good repair maintenance dictates. If so directed, around the clock service must be provided to return a failed piece of equipment to operating condition if it is of a critical nature. The terms of this specification are for repair service of the listed equipment. Travel time/expenses are the responsibility of the successful bidder(s) and will not be reimbursed.

3. EMERGENCY SERVICE

The successful bidder(s) shall provide emergency service on an "as required basis." All labor, travel costs, parts and supplies will be the responsibility of the bidder(s). Compensation shall be limited to payment of the appropriate labor rate for time actually spent on the repairs and parts. Travel time/expenses are the responsibility of the successful bidder(s) and will not be reimbursed.

Emergency service shall be provided, as needed on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call, the successful bidder(s) has a maximum of four (4) hours to respond and be on site to this call.

If the successful bidder(s) is unable to respond within four (4) hours and/or the malfunction or emergency is such that immediate action is required, then the State's employees, may take such

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action as may be necessary under the circumstances.

B. APPENDIX C

Appendix C is an Excel workbook to be completed electronically by the offeror. The purpose of the workbook is to submit contract pricing as well as other relevant information that will be used to evaluate each offeror's ability to fulfill the contract. Any information that is required in the RFP response and hasn't been addressed in this workbook shall be submitted in hardcopy form. Refer to Format of Proposal, L "Number of Copies with Mailing of Proposals" for submission requirements. Instructions for completing the Excel workbook can be found on the first tab of the workbook (Labeled: Instructions).

When completing the forms, you are required to break out your response into all components requested. Submission of incomplete responses may result in your proposal being considered non-responsive. Please do not deviate from the structure established by this RFP. If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.

C. CONTRACT MEETINGS

The successful bidder(s) will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price.

Upon award of the contract and prior to the start of any work, the successful bidder(s) shall be available for an initial job meeting with representatives from the various agencies. This meeting shall include:

1. The successful bidder(s) submission of a schedule of work to be reviewed and approved by the agencies.
2. An introduction for each respective agency, chain of command, etc.

Unless otherwise directed, there shall be a periodic job meeting for the following purposes:

1. Review job progress and quality of work.
2. Identify and resolve problems, which impede planned progress.
3. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
4. Maintain a sound working relationship between the successful bidder(s) and the agencies, and a mutual understanding of the contract.
5. Maintain sound working procedures.

D. GENERAL SPECIFICATIONS

1. HOURS OF SERVICE

DOC locations: All service is to be performed from 7:00 AM to 3:30 PM, Monday thru Friday, including emergency (call in) service.

All other locations: All service is to be performed from 8:00 AM to 4:30 PM, Monday thru Friday, including emergency (call in) service.

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Service and repairs performed due to Emergency calls outside the regular business hours above will be performed at hourly rates quoted on Appendix B.

Emergency call response time will be less than four (4) hours. Non-emergency call response time shall be less than twenty-four (24) hours.

2. TECHNICAL SERVICES ENGINEERING BACKUP

The service company shall have in his direct employ personnel who will be available, without additional charge, for analysis, diagnostics, and predictive analysis of complex or unusual electrical/mechanical maintenance problems associated with the successful service contractor's administration of bid specification. The names and locations of such personnel fulfilling this assignment shall be included with the service contractor's bid proposal.

3. AGREEMENT EXTRAS

Should inspection(s) indicate that repairs are necessary that are outside the scope of this agreement, the service contractor shall provide the agency in writing a composite price including labor, parts, material, and related expenses for these repairs. However, the agency may elect to procure prices from others if deemed necessary. Should alterations, additions, adjustments or repairs be made by others to any part of the system(s) covered by this service agreement, the service contractor has the right to inspect such work as to having been performed in an acceptable manner to the service contractor prior to continuing the service agreement coverage. The service contractor will notify the agency in writing of such conditions which must be corrected prior to the service contractor's acceptance.

Before making any repairs, outside the Preventative Maintenance Scope, the successful bidder(s) must receive prior approval from the ordering agency. All repair service and parts charged against this contract must be verified and approved by the ordering agency. Invoices for repairs must include a breakdown of time (how many hours worked) and parts.

4. PARTS AVAILABILITY

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for: routine expendable parts, normal yearly replacement parts and multi-year replacement parts. The service contractor has the option of stocking locally or having access to immediate delivery parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the service contractor is expected to have emergency parts availability at no additional cost to the customer in a reasonable length of time (24 hours) to minimize equipment down time.

5. COMBUSTIBLE MATERIAL

All combustible materials shall be handled and stored in compliance with all NFPA, state and local safety codes and regulations. Thinners, fluid and loose dry products being used by the service contractor on site shall be kept covered at all time.

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6. WASTE OIL

Disposal of all “waste oil” will be the responsibility of the successful bidder(s). Waste oil will constitute any oil removed from any piece of equipment that is a part of this specification. Since the State is concerned with protecting our environment, all oil removed from serviced equipment will be classified as “waste oil” and is to be disposed of within the guidelines of DNREC (Department of Natural Resources and Environmental Control) and EPA regulations. This includes all reports and manifests associated with tracking the waste oil to its final deposition. Include, as a part of your response to this solicitation, your method of waste oil disposal.

7. SPECIAL REPORTS

The successful bidder(s) shall maintain a record of all maintenance service and repairs relating to the equipment included in this agreement. Written reports are to be turned in to the agency’s designated person upon completion of each inspection as long as all equipment checks out satisfactorily. If a problem is found that has the potential to be a major problem, or if it may be the cause for shutdown repairs, then this problem must be directly brought to the attention of the designated person so that a plan of action can be formulated for the timeliest repair to the equipment. As a condition of this bid, a plan of action report as to how the equipment is to be serviced and/or repaired is to be included.

DOC LOCATIONS: A COPY OF THE SERVICE REPORT IS TO BE GIVEN TO THE FACILITY SUPERINTENDENT AND A COPY SENT TO FACILITIES MAINTENANCE MANAGER PRIOR TO PAYMENT.

8. REFRIGERANT STATUS REPORT

A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from any air conditioning or refrigeration machine. This form shall comply with EPA guidelines in form and content. One copy of each form shall be given to the agency contact, one copy left on the jobsite in close proximity to the machine, and copies retained at the Successful Bidder’s office.

9. TRAINING

Upon request the successful bidder(s) will provide, free of charge, formal/informal training to the agency so that they understand the operation and diagnostic procedures necessary to keep the equipment operating in the most beneficial manner.

10. EQUIPMENT INFORMATION/IMPROVEMENTS

The successful bidder(s) shall keep abreast of all equipment changes and product improvements and he will continually explore new and better methods of higher technology that will enhance the agency’s preventative maintenance service agreement capabilities, and enhancements to plant operations. It shall be the successful bidder’s duty to notify the agency of these changes, improvements, methods, as they occur, so that the agency may enhance their operations and maintenance programs.

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11. WARRANTY

The successful bidder(s) guarantee that all service and repairs provided under this agreement shall be performed in a workmanlike manner. Any claim of defective workmanship must be provided to the successful bidder(s) by written notice prior to the termination date of this contract upon which the successful bidder(s) agrees to remedy and redo any such service(s) in a timely manner without cost to the agency.

The successful bidder(s) also warrants against defects in materials, and workmanship of all the successful bidder(s) part(s) or component(s) supplied hereunder for a period of one year from date of installation or until the termination date of this agreement, whichever is earlier. If any part(s) or component(s) should prove defective during the aforementioned warranty period, the successful bidder(s) will at its option repair or replace any such items provided they were not damaged, abused, or affected by chemical properties.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The successful bidder's obligation to repair, replace, or perform a service, on any defective part(s), component(s) or service shall be the agency's exclusive remedy under this agreement.

Part(s), component(s) or services furnished by others to the successful bidder(s) carry the same guarantee to the agency as the successful bidder(s) receives. If the agency requests parts or services not included in this agreement, it is agreed that all requested part(s), component(s) or services supplied by the successful bidder(s) will be accepted subject to the successful bidder's Condition of Sale issued with each order.

12. DIVISION OF FACILITIES MANAGEMENT

To allow the successful bidder(s) to properly perform the service plus repairs included in this agreement, Division of Facilities Management shall:

- a. Permit access to Division of Facilities Management's site and use of building services including, but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- b. Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- c. Promptly notify the successful bidder(s) of any unusual operating conditions.
- d. Upon agreement of a timely mutual schedule, the Division of Facilities Management shall allow the successful bidder(s) to stop and start equipment necessary to perform service.
- e. Provide adequate water treatment (if not included herein) to protect the tubes, tube sheets, water boxes and equipment water side from scale and fouling.

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- f. Provide the daily routine equipment operation (if not part of this contract) including availability of routine equipment log readings.
- g. Where the successful bidder's remote monitoring service is provided, the Division of Facilities Management is to provide and maintain a telephone line with long distance direct dial and answer capability.

13. DEPARTMENT OF CORRECTION

To allow the successful bidder(s) to properly perform the service plus repairs included in this agreement, Department of Correction shall:

- a. Permit access to Department of Correction sites and use of building services including, but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- b. Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- c. Promptly notify the successful bidder(s) of any unusual operating conditions.
- d. Upon agreement of a timely mutual schedule, the Department of Correction shall allow the successful bidder(s) to stop and start equipment necessary to perform service.
- e. Provide adequate water treatment (if not included herein) to protect the tubes, tube sheets, water boxes and equipment water side from scale and fouling.
- f. Provide the daily routine equipment operation (if not part of this contract) including availability of routine equipment log readings.

14. EQUIPMENT

A list of all chillers, associated air conditioning equipment and boilers to be covered under this contract can be found in Appendix C. The State reserves the right to add or delete locations as needed.

15. MAINTENANCE PROGRAM – RECIRCATING EQUIPMENT

- a. Autumn System Check – Once a year, in the fall, a thorough preventative maintenance schedule will be performed, including the following:
 - 1. Check the unit thoroughly for refrigerant leaks – customer witness.
 - 2. Meg test compressor motor, record temperature – customer witness.

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3. Check and tighten all electrical terminals and check contacts for wear. Clean with approved contact cleaner – customer witness.
 4. Check oil level in compressor and add as required.
 5. Tighten motor terminals and control panel terminals.
 6. Check crankcase heater for proper operation.
 7. Check oil sample for acid prior to oil change – customer witness.
 8. Report any uncorrected deficiencies noted.
 9. Brush and visually inspect all condenser tubes, using a nylon brush after removing heads.
- b. Seasonal Start-up (to be completed by April 15th)-**
1. Functionality test and calibrate safety and operating controls per manufacturer's specifications – customer witness.
 2. Start unit. Check control and calibrate.
 3. Check refrigerant and oil levels and add as required. Provide materials, including Freon.
 4. Check operation and refrigerant pressures.
 5. Make complete operating log and record readings.
 6. Check starter operation, voltage, and current.
 7. Check external interlocks, flow switch, and pumps.
 8. Set up operating log with operator, instruct and advise troubleshooting techniques.
- c. Scheduled Preventative Maintenance – Three (3) other inspections within seven (7) days of June 30, July 30, and August 30 during the operating season will be made to include the following, at least:**
1. Make complete operating log and record proper operating temperatures, pressures, voltages and amperages.
 2. Check and adjust operating and safety controls.
 3. Check operation of crankcase heater.
 4. Check compressor oil level and add as required.
 5. Check operation of control circuit.

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6. Check operating log with operator, discuss operation of the machine generally.
 7. Check water/air flow of evaporator and condenser.
 8. Check super heat – customer witness.
 9. Check operation of all motors, starters and cooling tower fans.
 10. Report to operator any uncorrected deficiencies noted.
- d. Written Reports – Provided to customer representative following each regular inspection or emergency call.
- e. Note – Adequate water treatment by a qualified water treatment firm will be furnished for the equipment covered under this contract. (Chilled water loops)

16. MAINTENANCE PROGRAM – CENTRIFUGAL CHILLERS

- a. Annual Winter Maintenance – Once a year a thorough preventative maintenance schedule will be performed, including the following, at least:
1. Replace all oil filters and all disassembled gaskets.
 2. Detailed inspection of purge system and thorough cleaning of purge compressor, purge oil separator, purge drum, and purge condensing coil. Change purge oil as required. Disassemble purge drum.
 3. Check condition of contacts for wear, pitting, etc.
 4. Meg compressor motor. Record temperature readings – customer witness.
 5. Check dash-pot oil in main starter and change when necessary. Manually trip over-loads, tighten all starter terminals and inspect contacts for wear. Clean with approved contact cleaner – customer witness.
 6. Tighten motor terminals and control panel terminal.
 7. Clean oil strainer; replace filter and gasket.
 8. Tighten oil heater leads.
 9. Check operation of vane positioner.
 10. Change oil on an annual schedule.
 11. Check and clean starter cooling systems.

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12. Brush and visually inspect all condenser tubes, using a nylon brush, after removing heads. (Customer witness – prior to cleaning.)
 13. Check oil sample for acid – customer witness.
 14. Leak Testing (written report to agency)
- b.** Seasonal Start-up (to be completed by April 15th)–
1. Start machine. Check controls and calibrate to ensure minimum chilled water set point stays above 40F.
 2. Complete operating log and record settings.
 3. Check refrigerant and oil levels, adjust as necessary, provide materials, including refrigerant.
 4. Check purge unit for proper operation.
 5. Check starter operation, voltage and current.
 6. Set up operating log with operator, instruct and advise troubleshooting techniques.
- c.** Scheduled Preventative Maintenance – Three (3) other inspections during the operating season within seven (7) days of June 30, July 30, and August 30 will be made and will include the following:
1. Complete operating log of temperatures, pressures, voltages and amperages (sample log sheet attached).
 2. Change oil in purge vacuum pumps when required.
 3. Check operation of purge system.
 4. Check operation of control circuit.
 5. Check operation of lubrication system including oil pump and oil pressure regulator.
 6. Check operation of motor and starter.
 7. Check customer's log with operator, discuss operation of the machine generally.
 8. Report to operator any uncorrected deficiencies noted.
 9. Check and adjust operating and safety controls.
 10. Check operation of oil heater.

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11. Check compressor oil level and add as required.
 12. Check water flow of evaporator and condenser.
 13. Check super heat.
 14. Check operation of all motors, starters, and cooling tower fans.
- d. Analysis Services – Various diagnostic tests are to be performed depending on equipment duty and type as state below. Reports with interpretation and recommendation to be included:
1. Oil sample and analysis for wear, metals, acid content and moisture. Samples to be taken one (1) time per year. Copies of analysis will be submitted to agency contact.
- e. Written Reports – Provided to customer representative following each regular inspection or emergency call.
- f. Note – Adequate water treatment by a qualified water treatment firm will be furnished by the Agency for the equipment covered under this contract for the condenser and chilled water loops.

17. MAINTENANCE PROGRAM – SCREW CHILLERS

- a. Annual Winter Maintenance – Once a year a thorough preventative maintenance schedule will be performed, including the following, at least:
1. Replace all oil filters and all disassembled gaskets.
 2. Check condition of contacts for wear, pitting, etc.
 3. Meg compressor motor. Record temperature readings – customer witness.
 4. Manually trip over-loads, tighten all starter terminals and inspect contacts for wear. Clean with approved contract cleaner – customer witness.
 5. Tighten motor terminals and control panel terminal.
 6. Clean oil strainer; replace filter and gasket.
 7. Tighten oil heater leads.
 8. Check operation of load capacity devices.
 9. Change oil on an annual schedule.
 10. Check and clean starter cooling systems.

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11. Brush and visually inspect all condenser tubes, using a nylon brush, after removing heads. (Customer witness prior to cleaning.)
 12. Check oil sample for acid – customer witness.
 13. Leak testing (written report to agency).
- b. Seasonal Start-up (to be completed by April 15th)–**
1. Start machine. Check controls and calibrate to ensure minimum chilled water set point stays above 40F.
 2. Complete operating log and record settings.
 3. Check refrigerant and oil levels, adjust as necessary, provide materials, including refrigerant.
 4. Check starter operation, voltage and current.
 5. Set up operating log with operator, instruct and advise troubleshooting techniques.
- c. Scheduled Preventative Maintenance – Three (3) other inspections during the operating season within seven (7) days of June 30, July 30, and August 30 will be made and will include the following:**
1. Complete operating log of temperatures, pressures, voltages and amperages (sample log sheet attached).
 2. Check operation of control circuit.
 3. Check operation of lubrication system including oil pump and oil pressure regulator.
 4. Check operation of motor and starter.
 5. Check customer’s log with operator, discuss operation of the machine generally.
 6. Report to operator any uncorrected deficiencies noted.
 7. Check and adjust operating and safety controls.
 8. Check operation of crankcase heater.
 9. Check compressor oil level and add as required.
 10. Check water/air flow of evaporator and condenser.
 11. Check super heat.
 12. Check operation of all motors, starters, and cooling tower fans.

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- d.** Analysis Services – Various diagnostic tests are to be performed depending on equipment duty and type as stated below. Reports with interpretation and recommendation to be included:
 - 1.** Oil sample and analysis for wear, metals, acid content and moisture. Samples to be taken one (1) time per year.
 - 2.** Refrigerant sensors are to be tested annually at the following locations:
 - a.** Kent County – State Highway Administration Building
 - b.** Kent County – Richardson and Robbins Building
 - c.** Kent County – State Archives
 - d.** Kent County John Townsend Building
 - e.** Sussex County – Sussex County Court House
- e.** Written Reports – Provide to customer representative following each regular inspection or emergency call.
- f.** Note – Adequate water treatment by a qualified water treatment firm will be furnished by the agency for the equipment covered under this agreement for the condenser and chilled water loops.

APPENDIX B
DOC SECURITY REQUIREMENTS & PROCEDURES

CONTRACT NO. GSS11079-CHILLER_MAINT
Preventative Maintenance and Services - Chillers

1. REQUIREMENTS

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

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the prime contractor shall submit a list of all proposed workers who will be working on the site to the DOC including name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any) and any vendors requiring access to the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.
- f. Proper construction clothing is required. Short pants are not permitted.
- g. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of previous projects at a Department of Correction site, it takes between one half hour to one hour to enter or leave the facility.
- h. Contractor is advised that only limited movement will be permitted while inside the compound.
- i. Contractors are requested to notify the Director of Custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- j. Completion of Security Clearance Application is required for all employees (see page 68 for application).

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3. **CONTRABAND/TOOL CONTROL**

- a. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- b. No one may introduce into or possess on the grounds of any institution of any of the following that are considered to be contraband except as noted:
 - 1. Any intoxicating beverage.
 - 2. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant, or drug except as authorized or approved by an institution affiliated physician.
 - 3. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
 - 4. Any instrument that may be used as an aid in attempting an escape.
 - 5. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
 - 6. Any article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c. In addition to above, no inmate may possess:
 - 1. Tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
 - 2. Money.
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.
- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.

Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:

- 1. Diamond-point drills
- 2. Ice picks
- 3. Hones and sharpening stock
- 4. Metal cutters, blades
- 5. Bolt cutters
- 6. Cleaners

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7. Cutting torches
8. Electric drills, portable
9. Electric bench and portable grinders
10. Files
11. Gear pullers
12. Diamond point and regular hacksaw blades

- f. Lost or stolen tools must be reported to security of the Department of Correction.
- g. Broken saw blades must be removed from the property (not left or discarded on site).

4. **GENERAL REQUIREMENTS**

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

5. **SPECIAL REQUIREMENTS**

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.

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- c. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- d. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

6. SITE SECURITY

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

a. Photo Identification Card

- 1. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
 - a. Name;
 - b. Date of Birth;
 - c. Social Security Number; and
 - d. Address.
- 2. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collected at the end of the day and returned to the Main Gate.

b. Assigning Men to the Site

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

c. Tools and Materials

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

d. Prison Records

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

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e. Workmen Lunch Area/Searches

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

f. Prohibited Items

The following items are prohibited from being brought onto the prison grounds and construction site:

1. Alcoholic beverages and drugs
2. Explosive and firearms
3. Tobacco products

g. Working Dress and Workmen

Workmen will maintain proper attire while working at the institution.

- h. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- i. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
- j. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- k. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.
- l. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
- m. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- n. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
- o. The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.

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- p. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- q. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- r. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that the contractor communicate this confidentially to the Maintenance Superintendent.
- s. Tools and Equipment Safety
 - 1. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
 - 2. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 - 3. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent direction for control of powder used and stored.
- t. Construction Personnel Vehicle Parking
 - 1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
 - 2. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

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DELAWARE DEPARTMENT OF CORRECTION
BUREAU OF PRISONS
SECURITY CLEARANCE APPLICATION
PLEASE PRINT CLEARLY

NAME: _____
(LAST) (FIRST) (MIDDLE)

LIST ALL OTHER NAMES YOU HAVE USED INCLUDING MAIDEN, NICKNAMES, RELIGIOUS NAMES:

DOB: _____ PLACE OF BIRTH: _____ SSN #: _____

SEX: MALE FEMALE RACE: WHITE BLACK OTHER LICENSE #/STATE: _____

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

DO YOU HAVE A CRIMINAL CONVICTION AND/OR ARREST ANYWHERE: YES NO IF YES, FILL OUT BELOW.

CITY/STATE OFFENSE OCCURRED: _____ DATE: _____

COUNTRY (IF OTHER THAN USA): _____

OFFENSE: _____ SENTENCE: _____

ARE YOU PRESENTLY UNDER DEPT OF CORRECTION SUPERVISION: YES NO IF YES, WHAT:

DO YOU HAVE A CRIMINAL ARREST OR CONVICTION, TO INCLUDE ANY CHARGES THAT WERE DISMISSED, NOLLE PROSSED, OR PARDONED? YES NO IF YES, WHAT: _____

ARE YOU RELATED IN ANYWAY TO ANYONE INCARCERATED IN A DELAWARE INSTITUTION?: YES NO

IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: _____

REASON FOR CLEARANCE: _____ DATE OF ACTIVITY: _____

PLEASE READ AND SIGN:

I understand that my criminal record information will be verified by prison authorities. I also understand that my application may be rejected for any reason.

SIGNATURE: _____ DATE: _____

The following is the result of DELJIS and NCIC records check:

DELAWARE WANTS/WARRANTS: _____ DELAWARE CRIMINAL HISTORY: _____

NCIC WANTS/WARRANTS: _____ NCIC CRIMINAL HISTORY: _____

DELJIS/NCIC INVESTIGATOR: _____

SIGNATURE: _____ DATE: _____

The above person is APPROVED NOT APPROVED to enter the institution on a one time only basis.

Signature: _____ Date: _____