



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

**MASTER AGREEMENT
TERMS AND CONDITIONS**

**AGREEMENT NO. GSS10551-JANITORIAL_SA
JANITORIAL SERVICES**

1. **AGREEMENT REQUIREMENTS:**

This agreement will be issued to cover the Janitorial Service requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

In accordance with **Title 16, Subsection 9605, Delaware Code**. If any agency of this State intends to procure a product or service on the procurement list, that agency shall, in accordance with the rules and regulations of the Commission, procure such product or service, at the price established by the Commission from the Delaware Industries for the Blind and from qualified rehabilitation facilities. If the product or service is available within the period required by that agency, such procurement shall be mandatory. This chapter, however shall not apply in any case where products or services are available for procurement from any agency of this State and procurement therefrom is required under any statute, rule or regulation.

Pursuant to 16 Del. C., §9602(1) "Agency of this State" shall include all counties, towns, school districts or any other entity which is supported in whole or in part by funds appropriated by the General Assembly. These are Mandatory Use contracts for all that meet this definition.

3. **AGREEMENT PERIOD:**

Each vendor(s) contract shall be valid on April 1, 2010. Set Aside contracts do not carry an expiration date. Addendums may be issued periodically to adjust pricing, terms or add/remove items as necessary. Prices remain fixed/firm unless adjusted by addendum through the State Use Law Commission.



GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

4. **VENDORS:**

Delaware Association of Rehabilitation Facilities (DELARF)
DBA/ **Ability Network of Delaware (A.N.D.)**
100 W. 10th Street, Suite 103
Wilmington, DE 19801
Phone No.: (302)622-9177, ext. 102
Email: ktrudel@abilitynetworkde.org

5. **PRICES:**

Prices shall remain firm for the term of the agreement, unless it is deemed in the best interest of the State to do otherwise and has the approval of the State Use Commission.

Please See Exhibit A

6. **PRICE ADJUSTMENT:**

If agreement is reached to extend this agreement the Division of Government Support Services with the approval of the State Use Commission shall grant an adjustment. Prices for all goods and non-professional services provided for in this agreement are approved by the State Use Commission and found in Exhibit A.

7. **FUNDING OUT:**

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

8. **MANDATORY INSURANCE REQUIREMENTS:**

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

1. As a part of the agreement requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this agreement, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - And
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - Or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - Or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Government Support Services
Agreement No. GSS10551-JANITORIAL_SA
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

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

9. HOLD HARMLESS:

The successful Vendor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful Vendor, its employees, and invitees on or about the premises and which arise out of the successful Vendor's performance, or failure to perform as specified in the Agreement.

10. NON-PERFORMANCE:

In the event the vendor does not fulfill its obligations under the terms and conditions of this agreement, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the agreement prices herein and the price of open market product shall be the responsibility of the vendor. Any such purchase will be approved by Government Support Services Director and notification to *the* State Use Commission AND/OR Commission for the Purchase of Goods and Services of the Blind and Other Severely Handicapped Individuals. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below agreement cost. Any monies charged to the vendor may be deducted from an open invoice.

11. FORCE MAJEURE:

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this agreement due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this agreement.

12. MANDATORY USAGE REPORT:

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

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

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

13. **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.

14. **BILLING:**

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

15. **PAYMENT:**

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

16. **COMMODITY OR SERVICE SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product or service evaluation prior to any approvals being granted.

17. **AGREEMENT EXECUTION:**

The agreement form delivered to the successful Vendor for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal agreement with the State of Delaware, Government Support Services.

18. **PERSONNEL:**

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

19. **WORK RULES:**

All work performed and services rendered shall strictly conform to all laws, statutes, ordinances, and the applicable rules, regulation, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Safety precautions should adhere to the standards of OSHA guidelines.

20. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the State shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Agreement shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State. Any termination pursuant to this section shall be in compliance with Title 16, Subsection 9605, Delaware Code, and per the State Use Commission and Commission for the Purchase of Goods and Services of the Blind and Other Severely Handicapped Individuals

21. **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 as amended. Failure to provide this information could render the establishment of a set-aside agreement as non-responsive.

22. **VENDOR QUALIFICATIONS:**

Contractor agrees to comply with respect to qualifications of employees regarding rights and responsibilities of the State Use Law Commission and/or Commission for the Purchase of Goods and Services of the Blind and Other Severely Handicapped Individuals, reference Article VI:

In keeping with the spirit and purpose of the State Use Law Agencies requesting "set-aside" of a product or service must guarantee that disabled persons will perform 75% of all direct labor.

- A. An agency proposing a set-aside may present a "phase-in" plan so as to accomplish this requirement. Starting at no less than 50% an agency needs to bring percentage of disabled direct labor to 75% as soon as possible, but not to exceed eighteen (18) months. Should it be found that the requesting agency is not in compliance within this period, the agreement may be withdrawn from the agency.

24. **CHANGE ORDERS:**

Facilities Management reserves the right to increase or decrease this contract, if required, in regards to locations serviced, frequencies of the service and types of service (floors, carpets, etc.) utilized in this contract, with mutual consent of the contractor.

An addendum to this contract will be issued when a new facility is added. The addendum will include the building name, location, and monthly custodial cost.

25. **INSPECTION:**

The Building Manager, Director of Facilities Management, or the designated representative reserves the right to make, or cause to be made, such inspections as are deemed advisable to assure that the requirements of these specifications are being fulfilled. If the contractor fails to comply with the specifications, it may be cause for termination of this contract.

Inspections are to adhere to Inspection Sheets provided per location.

26. **HOLIDAYS:**

In accordance with Title 1, Chapter 5, subsection 501, Delaware Code, as amended, the legal holidays in the State of Delaware are available at:

<http://www.delawarepersonnel.com/labor/holidays/>

The contractor shall be responsible for obtaining information through the news media regarding the declaration of a State of Emergency. However, in cases in which cleaning services will not be required due to any other unforeseen type of emergency, etc., the Custodial Superintendent or designee will be responsible for contacting the contractor or his designee as soon as we learn of the emergency. When an unforeseen emergency or day when State offices are closed (such as a snow closure), the State shall choose to forego the work and reduce payment to the contractor based on the number of working days in that particular month, excluding holidays, that service should have been performed.

Providers, who are asked to schedule janitorial services on a holiday that is observed for the State Government will submit a daily rate to the monthly billing for each location cleaned. This will be considered an additional service.

Services that are provided less than five (5) days per week, have the option to reschedule if there daily cleaning schedule falls on holiday, at no additional charge.

27. **SCHEDULE:**

This contract will require cleaning services, five (5) days or nights a week (excluding those weeks with an official State holiday), Monday through Friday unless otherwise noted in the schedule. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where State offices are closed.

Offices:

Dust and vacuum	Twice per week
Recycle	Daily
Hi/Lo dusting	Monthly (1 st week of the month)

Common Areas I: (Includes Hallways, Open Space & Courtrooms)

Dust and vacuum	Three times per week (M/W/F)
Dust/Damp Mop	Twice per week (T/Th)
Hi/Lo Dusting	Monthly (1 st week of the month)
Recycle/Trash	Daily

Common Areas II:

(Includes Entrances, Lobby's, Restrooms, Lunchroom, Conference Rooms, Stairwells)

Dust and vacuum	Daily
Restrooms	Daily
Recycle/Trash	Daily
Dust/Damp Mop hard surface flooring	Daily
Stairwells	Monthly (1 st week of month)

Common Areas III:

(Includes Patio, 6ft. perimeter around building)
-Trash

28. **CONTRACT MANAGER:**

The contractor shall provide a contract manager who shall be responsible for the performance of work. The name of this person and an alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the Custodial Superintendent or designee prior to contract start date.

The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

The contract manager or alternate shall be available during normal duty hours within sixty (60) minutes to meet at the job site with the Custodial Superintendent or designee to discuss problem areas. After normal duty hours, the manager or alternate shall be available within two (2) hours.

The contractor shall provide the telephone number of the person(s) to call should the need arise. Time for response will be counted from the time the Custodial Superintendent or designee places the call to the contract manager or alternate.

The contract manager and alternate(s) shall be able to read, write, speak, and understand English.

29. **DAY PORTERS:**

Day porters will be assigned full time to buildings specified in Exhibit A. They will perform various duties daily on as-needed basis while the building is in operation. Vendor will provide each day porter with an electronic device for easy access and will provide Facilities Management with the contact information of each day porter.

By special request Day Porter's are available as approved for all three counties with sufficient notice to the vendor.

30. **COMPLAINTS AND REQUESTS:**

All housekeeping concerns and/or requests made to the contractor will be done in writing via e-mail. Concerns and/or requests should be addressed between the Contractor and Building Manager or Director of Facilities Management. A resolution shall be addressed by the contractor within 24 hours.

If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>

31. **DISCIPLINARY ACTIONS**

Each subsequent Corrective Action Report filed against the same or similar complaint that has been made and has not made improvement(s) will be subjected to disciplinary actions. A security breach will result in immediate dismissal and the contractor shall be responsible for replacing the employee.

1st Offense – CAR Report is filed;

2nd Offense – CAR Report is filed; employee's work must be supervised for 7 working days

3rd Offense – CAR Report is filed; Employee shall be replaced

4th Offense – CAR Report is filed; Reassignment of agency within

32. **MEETINGS:**

Meetings with the contractor will be held on the second Tuesday of each month. The contractor may request meetings with appropriate personnel as needed.

33. **CUSTODIAL SUPERVISION:**

The contractor shall provide formal on-the-job training and conduct meetings with the contractor's employees on the contractor's own time. The Custodial Superintendent or his designee SHALL be advised in advance of the scheduled dates and times of these training sessions and may elect to attend.

The contract shall provide previously trained and experienced housekeeping personnel for use on this contract. Also, the contractor shall supply each employee with a specific duty listing with frequency of performance. A copy of these listings shall be posted by the contractor in all janitors' closets and storage rooms. The contractor shall furnish complete copies of the contract Special Provisions and Specifications, etc. to the Regional Supervisor, Supervisors and Working Supervisors for their use in monitoring the performance of this contract.

34. **REMOVAL OF CONTRACTOR'S EMPLOYEES:**

The contractor shall, upon notice by Building Management or their designee, replace any employee(s) within twenty-four (24) hours with or without cause shown.

35. **LOG PROCEDURE:**

All employees of the contractor shall sign their respective names and time or reporting to work and departing from work on a log sheet or as required by security in each building.

36. **EMPLOYEE IDENTIFICATION:**

Contractor personnel shall present a neat appearance and be easily recognized. This shall be accomplished by wearing uniforms or clothing bearing the name of the company. All employees are required to wear name badges at all times when working in the State buildings. The name badge must include the contractor's company logo and must be signed by the employee. The contractor is responsible for providing these items.

Employees that are not in compliance with uniform policy will not be allowed entrance into the facility or grounds of the site in which they are assigned to clean. Potential additional penalties may be enforced by the agency facility manager including and not limited to dismissal of the assignment. If a dismissal of assignment is to occur, the contractor shall, upon notice by the Director of Facilities Management or designee of the building management, replace any employee(s) within twenty-four (24) hours.

Division of Facilities Management will issue an access badge containing the employee's photo, full name, "OMD-DFM", and the name of the company they are contracted by. When an employee is either terminated or forfeits their position, badges are to be turned in to DFM. Access badges will not be shared.

It is the responsibility of the Vendor to cover the replacement cost of any missing or damaged access badges which shall follow the Capitol Police guidelines for replacement badges, or the policy of the agency responsible for issuing the access badge.

37. **Vendor Background Check Requirements and Security Procedure:**

Contractor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at:
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Contractor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Contractor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Contractor to penalty, including contract cancellation for cause.

The contractor must obtain a security clearance for any current employees, new employees, company officials and any other persons requiring access to the State buildings covered under this contract for the purpose of conducting business on behalf of the contractor, at the contractor's expense. Additional information on completing a background check with State Police can be found at <http://dsp.delaware.gov/StateBureauofIdentification.shtml>.

All potential employees require fingerprinting and from this a criminal history record is obtained. Employees must comply with the security requirements of all departments in which he/she will gain access to. State and/or Federal background checks may be required by each department. It is not the financial responsibility of the state to incur cost responsibility for background checks performed. As fees are subject to change, contact the agency where you plan to submit your forms for current fees. Each candidate is to report to a location below for fingerprinting.

Kent County – Primary Facility

State Bureau of Identification
Blue Hen Mall & Corporate Center
655 Bay Rd. Suite 1B
Dover, DE 19901

Walk-ins accepted: Mon 9 am – 7 pm, Tue - Fri 9 am – 3 pm

Customer Service: (302) 739-2134

New Castle County - Satellite Facility

State Police Troop Two
100 LaGrange Ave
Newark, DE 19702
(Between Rt. 72 and 896 on Rt. 40)
By appointment only
Scheduling: (302) 739-2528 (local)
(800) 464-4357 (toll free)

Sussex County – Satellite Facility

Delaware State Police Troop Four
South DuPont Hwy & Shortley Rd.
Georgetown DE 19947

(Across from DelDOT & the State Service Ctr.)
By appointment only
Scheduling: (302) 739-2528 (local)
(800) 464-4357 (toll free)

All individuals employed or conducting work for the private contractor/vendor must be cleared through a criminal record screening before being allowed to enter the facility. The contractor will provide the Delaware Capitol Police with the receipt of a completed SBI, name, address, last four digits of social security number and date of birth of each individual for this purpose, at least fifteen days prior to the start of the project or employment.

Once the information is received, the Delaware Capitol Police will conduct a criminal record screening on each individual. Any individual found to have the following will be denied access to the state facilities which are under the control of the Delaware Capitol Police.

- Extensive and/or significant criminal history.
- A felony offense conviction.
- A violent offense or other cause for the Delaware Capitol Police to believe the individual poses a risk to the Governor, the Governor's family, State of Delaware staff or property.

For all other facilities, not under the control of the Delaware Capitol Police, a recommendation will be provided to the agency in charge of the facility to make the determination.

In the event access is denied, the Delaware Capitol Police will only inform the Director of Facilities Management/ designee or responsible agency that access for the individual has been denied. Specific reasons WILL NOT be discussed.

The Delaware Capitol Police personnel will complete a detailed memo explaining the decision to deny an individual access which will be submitted for supervisory review.

The Delaware Capitol Police will maintain a record of all contractors/vendors and their employees that have been granted access and those that have been denied. All backgrounds will be repeated every 3 years.

Any employee entering the state facility without appropriate identification will be denied access to the campus. No walk-throughs will be allowed prior to the Delaware Capitol Police screening of an individual. Individual contractor access cards will be issued to the individual and returned upon release from employment. No access cards will be shared among workers or contractors.

New hires must obtain a security clearance before starting work. Personnel not properly cleared will not be allowed in the building.

38. **SECURITY RULES:**

- A. No visitors are permitted within the perimeter of the buildings under contract.
- B. No unauthorized personnel are to accompany the contractor's employees to work.
- C. Buildings are to begin to be cleaned per specified location details. Building cleaned after 4:30 are to be locked unless specified. Building management may specify high security area(s) that needs to be cleaned during certain time periods for security reasons.

- D. No unauthorized use of state telephone except emergency cases.
- E. All alarm problems shall be reported to the Delaware Emergency Management Agency (DEMA) by calling 659-2341. All suspicious persons and situations (i.e., suspicious packages, safety-related situations, etc.) shall be reported to Capitol Police by calling 739-4130. All after hour incidents shall be reported to DEMA at 302-659-2341.
- F. Day Shift supervisors of the contractors in Kent County are to notify the Facilities Management Maintenance Office, at 739-4611 of irregularities, (i.e., defective plumbing, lights out, etc.) Night Shift employees are to call Delaware Emergency Management Agency (DEMA) at 659-2341 for appropriate action.
- G. Sussex County day shift supervisors are to notify the Facilities Management Maintenance Office, at 856-5817 of irregularities, (i.e., defective plumbing, lights out, etc.) Night Shift employees are to call Delaware Emergency Management Agency (DEMA) at 659-2341 for appropriate action.
- H. New Castle County supervisors of the contractors are to notify the Facilities Management Maintenance Office at 577-8190. Night shift supervisors are to call Capitol Police at (302) 744-4380 for appropriate action.
- I. Family emergencies may be telephoned to DEMA at 659-2341 for proper notification to the contractor's employees. The contractor's employees should tell family members as to which building they are assigned to enable DEMA to locate them quickly in case of an emergency.
- J. No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of nonprescription legal drugs is permitted on State property.
- K. Security sensitive areas within buildings will be identified with the successful contractor. Facilities Management will coordinate "Special Requirements" for these areas with the successful contractor.

39. **SUPPLIES FURNISHED BY THE CONTRACTOR:**

The contractor is responsible for ordering and paying for the following supplies:

- A. Mobile barrels, maid caddies, 10-quart buckets, mop buckets with wringers;
- B. All cleaning products including but not limited to quaternary ammonium germicide, lime and scale remover, bowl cleaner, furniture polish, all purpose treated dust cloths, etc.;
- C. Black plastic liners for waste receptacles and clear plastic liners for recycle receptacles (including office areas);
- D. Any other supplies that is necessary to fulfill the contract requirements.

For properties managed by Division of Facilities Management, the following supplies are the ordered by the contractor and paid for by Division of Facilities Management.

- A. Hand towels, multi-fold and roll type, bleached 28 lb. basic weight or better;
- B. Toilet tissue, roll type, jumbo rolls; Scott JRT, standard rolls count of 1000 sheets per roll, 1 ply 4-1/2 X 4-1/2 or better;
- C. Hand soap and dispenser (where needed), Sani-fresh (Gentle Lotion in Women's and Heavy Duty in Men's);
- D. Waxed bags for sanitary napkin disposal receptacles;

E. Ozitape refills (changed monthly)

Contractor shall purchase supplies through the available State Janitorial Supply contracts and shall pass on in the invoice to Division of Facilities Management at the State contract price. In the event, products are found cheaper outside of the State contracts, Contractor may procure off contract, invoicing Division of Facilities Management, at cost.

NOTE: The Custodial Superintendent or designee reserves the right to inspect products, equipment, etc. and request samples of products for testing purposes. He also has the right to reject any items. Copies of Material Safety Data Sheets shall be posted in each building.

The Contractor will control inventory and shall be responsible for the ordering and usage for distribution of all janitorial supplies used in this contract. Where agencies have sufficient storage space on site, the contractor shall bare inventory control responsibility. Paper products shall be stocked at a minimum of daily use for each location. The contractor will submit bills for items E – I by location to be paid by Facilities Management.

40. **SPECIAL REQUESTS**

Additional Services will be considered by request and billed separately:

- Waxing
- Shampooing of rugs and carpets
- Additional Cleaning of areas or additional cleaning services not quoted in the Master Agreement's Schedule, Building Areas and Janitorial Standards, and/or "Scope of Work" per agency.

41. **BUILDING AREAS AND JANITORIAL STANDARDS:**
SWEEPING AND DUST MOPPING (UNCARPETED AREAS):

1. Vestibules, lobbies and entries (interior and exterior)
2. Corridors
3. Stairwells, stairs and landings (interior)
4. Offices (administrative and clerical) and classrooms
5. Coatrooms, lunchrooms and conference rooms
6. Labs and preparation rooms
7. Computer rooms
8. Vending machine rooms

SWEEPING AND DUST MOPPING STANDARDS:

Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

VACUUMING (CARPETED AREAS):

1. Vestibules, lobbies and entries (interior and exterior)
2. Corridors
3. Stairwells, stairs and landings (interior)
4. Offices (administrative and clerical) and classrooms
5. Coatrooms, lunch rooms and conference rooms
6. Labs and preparation rooms
7. Computer rooms

8. Vending machine rooms

DUSTING, DAMP WIPING AND VACUUMING (LOW CLEANING-UNDER 6'):

1. All furniture and fixtures (i.e.) file cabinets, tables, etc.
2. Window sills, ledges, etc.
3. Vending machines
4. Stairwells, stairs, landings and railings (interior)
5. All area of Carpet/ Mats

DUSTING, DAMP WIPING AND VACUUMING (HIGH CLEANING-OVER 6'):

1. Door casings
2. Fire alarm bells
3. Partitions, wood paneling, etc.

DUSTING AND VACUUMING STANDARDS:

Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust, utilizing dusting tools and/or extension attachments that will reach the extent of the height of dusting. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Edge all carpets utilizing tools provided, as well as utilize tools for high dusting.

TRASH REMOVAL:

1. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet/floor. Any damage caused by not adhering thereof, will be cleaned with appropriate tools and chemicals at the contractor's expense.
2. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters or compactors daily.
3. Empty and clean all ashtrays, urns and smokadors.

TRASH REMOVAL STANDARDS:

All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash and placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. All cigarette butt receptacles and ashtrays shall be checked for hot ash or fire before being emptied into the trash. Trash shall not be allowed to blow around the exterior grounds. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle. Contractor is responsible for lifting up to 50lbs per each bag of trash and recyclable bags into proper compactors or bins.

RECYCLE REMOVAL:

1. Empty all Recycle Containers daily. (should not be in a bag)
2. Dispose of recyclables in outside marked bins for Recyclables daily.

RECYCLE STANDARDS:

All recyclable waste baskets shall be emptied, including broken down boxes that may not fit inside of the recycling containers.

WASHING:

1. Clean and sanitize urinals inside and out.
2. Clean and sanitize commodes inside and out.
3. Clean mirrors.
4. Clean and sanitize wash basins (washrooms and clinic areas, etc.) inside and out.
5. Clean and sanitize miscellaneous restroom and toilet fixtures.
6. Clean and sanitize restroom and toilet floors.
7. Clean and sanitize restroom wash basin wall area and toilet wall area.
8. Clean and sanitize shower rooms.
9. Damp wipe all restroom and locker room ledges and sills.
10. Spot clean walls, doors, trim, and bathroom partitions.

WASHING STANDARDS:

Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

A. Washing Glass

Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source. Sills and frames shall be damp wiped.

B. Washing Except Glass

All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

C. Washing in Restroom, Public and Patient Areas

Restroom floors, walls, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

DAMP WIPING STANDARDS:

Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.

DISINFECTING STANDARDS:

Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

WET MOPPING:

All tile, wooden or hard surface floors.

WET MOPPING STANDARDS:

After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs and landings.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

Safety compliance must adhere to OSHA standards.

WAXING STANDARDS

Strip, Scrub, Seal, and Wax Floors. The contractor shall strip, scrub, seal, and wax floors as necessary to maintain a uniform glossy appearance. The contractor shall perform all tasks associated with the stripping, scrubbing, sealing, and waxing of the floor surface. A non-skid wax is required. A uniform glossy appearance is free of scuffmarks, heel marks, wax build-up, and other stains and discoloration.

SHAMPOOING CARPETS AND FLOORMATS/RUGS STANDARDS

A professional carpet-cleaning contractor shall accomplish all cleaning/shampoo by "steam cleaning or hot water" deep dirt extraction methods. Apply a heavy-duty spot remover in heavily soiled areas. Apply required amount of cleaning solution with the extractor machine, extract, and allow carpet to dry before use and use drying fans as needed for drying. After shampooing, the carpeted area will be uniform in appearance and be free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and easily movable items shall be moved to clean carpets underneath, and returned to their original location. No heavy desks, file cabinets or other large furniture will be moved for carpet cleaning.

**DEPARTMENT OF CORRECTIONS & PROBATION & PAROLE
JANITORIAL SPECIFICATIONS**

**Services are to be provided between the hours of 8:00am and 4:00pm.
All contracted staff must pass the Department of Correction's background check.**

Daily:

Empty and Remove all trash
Fully clean restrooms and shower areas
Re-Stock all paper and soap products
Vacuum all carpeted areas
Fully clean drug testing areas
Clean all door glass
Spot clean interior window glass
Dust and Wet Mop all tile flooring
Wipe and sanitize all tables in the kitchenette area (refrigerator and microwave not included)

Twice Weekly:

High / Low Dusting

Weekly:

Detail vacuum all carpeting
Spray buff all VCT flooring (as applicable per location's cleaning specifications)

Monthly:

Machine scrub restroom flooring (as applicable per location's cleaning specifications)

Quarterly:

Strip and refinish all tile flooring ((as applicable per location's cleaning specifications)
Hot water extract all carpet flooring (as applicable per location's cleaning specifications)

**DETENTION CELL CLEANING
JANITORIAL SPECIFICATIONS**

Service level A: VCT flooring no cell floor drain available

Daily:

Remove all food and trash
Detail clean toilets and benches
Restock paper products as necessary
Clean walls and doors
Sweep and damp mop VCT flooring

Monthly:

Spray buff VCT flooring

Annually:

Strip and refinish all VCT flooring to include baseboards
Wash Walls

Service Level B: Cement flooring / floor drain available

Daily:

Remove all food and trash
Detail clean toilets and benches
Restock paper products as necessary
Clean walls and doors
Wet clean floor, squeegee dry
(Cell can be hosed down with disinfectant if necessary)

Quarterly:

Hose down entire cell with disinfectant and squeegee dry

Annually:

Seal cement flooring

*Proper PPE is required for both service levels

NOTE:

Additional janitorial or cleaning service requests made by an agency beyond the normal scope of work per this awarded contract will be billed to the requesting agency. Only the designated point of contact for each location with Facilities Management shall be authorized to request additional services.

**TOLL OPERATIONS
JANITORIAL SPECIFICATIONS**

Women's and Men's Locker Rooms & ALL Restrooms:

Sweep and Mop Floors
Clean toilets, urinals, sinks and countertops
Empty trash cans and replace liners
Replace / Refill all paper and soap products
Replace bowl blocks in the Women's Room
Replace urinal screens with blocks when necessary

Kitchen:

Sweep and mop floor
Wipe down counter tops and tables
Restock paper plates, bowls, c-fold towels, napkins, plastic dinnerware plastic and foam cups
with lids and dish detergent as necessary
Empty trash and replace liners

General:

Sweep and mop hallways and tunnels
Vacuum carpet in Administration wings/carpeted areas
Empty and clean water drip tray on all water coolers
Clean windows and door glass
Dust facility as needed

Outside:

Sweep sidewalks
Pick up all trash
Empty trash cans as necessary and replace liners
Sweep tunnel stairwells at all plazas
Clean handrails for all stairwells

Attachment A

DELAWARE HEALTH AND SOCIAL SERVICES

JANITORIAL SPECIFICATIONS*

All Areas

Daily	Empty all trash Clean all restrooms Clean sinks, toilets & urinals Restock all paper and soap products Damp mop all floors Polish all chrome Remove all finger prints from walls, stalls, etc. Clean mirrors Drinking Fountains Clean all kitchens or kitchenettes (no dishes)
Every other day	Sweep and wet mop all tile floors Vacuum all carpeted areas Dust all furniture, ledges and sills Spot clean all doors and light switches Clean elevators
Weekly	High dusting (over 6 ') Vacuum all edging and corners Spray buff vinyl tile floors (restore as needed) Dust and sweep stairwells Polish cleared desk tops Sweep and damp mop all floors
Quarterly	Dust all paneled wall surfaces Wash all restroom walls Scrub all restroom floors Vacuum all vents and air difusers Polish wood furniture
Annually	Wash all trash cans (if needed)

*as revised and initialed by Sandra Skelley and Mike Kersteter.

**VETERAN'S CEMETERY
2465 CHESAPEAKE CITY RD., BEAR, DE 19701
JANITORIAL SPECIFICATIONS**

Two days a week: (Full services)

Restrooms cleaned and sanitized
Lunch rooms all horizontal surfaces cleaned and sanitized. Services do not include cleaning of Microwaves, Refrigerators, Toaster Ovens or dishes in sink area.
Dust all horizontal surfaces including window sills that are cleared of personal items
Full Vacuum
Dust and damp mop all hard surface flooring
Empty and remove all trash
Entrance door and interior door glass cleaned

Once a week:

Hard surface flooring spray buffed in public areas.

Monthly:

Dust Window Blinds

Quarterly:

Machine scrub restroom floors (as applicable per location's cleaning specifications)

Annually:

Strip and Refinish of hard surface flooring (as applicable per location's cleaning specifications)

**MILLSBORO VETERAN'S CEMETERY
RD 5, P.O. BOX 100, MILLSBORO, DE 19966
JANITORIAL SPECIFICATIONS**

Weekly: (Wednesday)

Empty and remove all trash
Dust all horizontal surfaces
Full vacuum
Dust/damp all hard surfaces flooring
Full clean of all restrooms
Spot clean all indoor glass
Spot clean all doors and full clean
Door glass inside and out
Brush out Chapel chairs

Monthly:

Dust window blinds
Brush out office chairs

41. LEED CLEANING STANDARDS & FACILITIES

**Richardson and Robbins building
Green Cleaning Policy and Program Plan
LEED for Existing Buildings: Operations and Maintenance
July, 2013**

SECTION 1: SCOPE

This Policy and Plan addresses environmental best practices for cleaning the interior of Richardson and Robbins building. Specifically, it addresses purchasing sustainable cleaning, hard-floor and carpet products, and entryway systems; procuring sustainable cleaning equipment; developing and implementing standard operating procedures for effective cleaning; promoting and improving hand hygiene; developing guidelines for handling cleaning chemicals; developing staffing and employee training requirements; collecting and addressing occupant feedback; and establishing procedures for use of chemical concentrates and dilution systems.

This building is located at 89 Kings Highway, Dover, DE 19901

SECTION 2: GOALS

The goal of this Green Cleaning Policy and Plan is to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

SECTION 3: RESPONSIBLE PARTIES

Government Support Services (GSS), Division of Facilities Management (DFM) and Department of Natural Resources and Environmental Control (DNREC) Chief Operating Officer, are responsible for developing and managing the implementation of the Green Cleaning Policy and Plan.

Personnel involved with various elements of the green cleaning program shall carry out their tasks according to this policy, and report all relevant activities to the aforementioned parties. To ensure an effective and coordinated effort, the Division of Facilities Management and Government Support Services staff responsible for overseeing Janitorial service contract and the Green Cleaning Policy and Plan shall review all proposed cleaning activities before implementation.

Green cleaning strategies for the property shall include actions performed by the following contractors:

Function	Company Name	Primary Contact	Phone
Janitorial Services	Delaware Association of Rehabilitation Facilities (DELARF) DBA/ Ability Network of Delaware (A.N.D.)	Kristy Trudel	(302) 622-9177

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The party(ies) responsible shall periodically evaluate the success of the Green Cleaning Policy and Plan. This evaluation may include producing and providing a report on an annual basis to DNREC Chief Operating Officer and GSS State Contract Procurement Administrator. Whenever possible, the annual report shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, the responsible party(ies) shall review all proposed cleaning activities. Upon reviewing proposed activities, the responsible party(ies) shall determine if they meet the criteria of the Green Cleaning Policy and approve or deny action.

The responsible party(ies) shall regularly communicate with all cleaning staff, and conduct regular site inspections and evaluations to ensure that the Green Cleaning Policy and Plan is in place and functioning as intended. The APPA Custodial Service Level Guidelines are recommended in the annual assessment of the green cleaning policy and plan; a minimum level of 3 - Casual Inattention - shall be considered acceptable performance, with a level of 2 - Ordinary Tidiness - being preferable. In addition to ongoing quality control measures, Division of Facilities Management and Government Support Services will review all practices and products (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

SECTION 5: CLEANING PRODUCTS

PERFORMANCE METRICS AND MEASUREMENT

The practices listed below shall be implemented, to the extent practicable, with a target goal of **30%** of products complying, based on cost. Custodial Contractors shall submit a quarterly report of the cleaning products purchased for the Richardson and Robbins building. The report shall at minimum include name of the purchased item, date of purchase, product category, sustainability criteria (if applicable), cost per item, quantity purchased, percentage of the compliant and noncompliant products, and achievement of 30% performance target goal.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials, including hard-floor and carpet-care products, used at Richardson and Robbins building shall, when possible, meet the requirements of IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps.

IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
 - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
 - Environmental Choice CCD-110, for cleaning and degreasing compounds
 - Environmental Choice CCD-146, for hard-surface cleaners
 - Environmental Choice CCD-148, for carpet and upholstery care.
- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - Green Seal GS-40, for industrial and institutional floor-care products
 - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - Environmental Choice CCD-113, for drain or grease-trap additives
 - Environmental Choice CCD-115, for odor-control additives

- Environmental Choice CCD-147, for hard-floor care
- California Code of Regulations maximum allowable VOC levels for the specific product category.
- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - Green Seal GS-09, for paper towels and napkins
 - Green Seal GS-01, for tissue paper
 - Environmental Choice CCD-082, for toilet tissue
 - Environmental Choice CCD-086, for hand towels
 - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
- Hand soaps meet one or more of the following standards:
 - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - Green Seal GS-41, for industrial and institutional hand cleaners
 - Environmental Choice CCD-104, for hand cleaners and hand soaps.

APPROVED PRODUCT LIST

The products listed as Green Core supplies in the GSS 11603A Janitor Supplies Pricing catalogue are approved for use. The 11603A Janitor Supplies Pricing database can be accessed at:

http://bidcondocs.delaware.gov/GSS/GSS_11603AJanitorSuppliesPricing.xls

Products beyond those listed in the GSS 11603A, shall follow the Environmentally Preferable Purchasing (EPP) policy for submittal procedure and obtain approval prior to use.

SECTION 6: CLEANING EQUIPMENT

PERFORMANCE METRICS AND MEASUREMENT

All newly acquired cleaning equipment shall comply with the criteria listed below. The Responsible Party shall assign staff to track the percentage of all equipment that meets the criteria, based on cost or number of pieces of equipment, with a target of **20%** <value greater than 20% if more than 20% of the current equipment complies> of equipment comply by October 30, 2013.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING EQUIPMENT

Purchase Criteria

All new equipment acquisitions shall comply with the requirements of IEQc3.4: Green Cleaning, Sustainable Cleaning Equipment:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program— Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and shall operate with a sound level less than 70dBA.
- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor equipment—e.g., electric and battery-powered floor buffers and burnishers—is equipped with vacuums, guards and/or other devices for capturing fine particulates, and operates with a sound level less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size, and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.

- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

Record-keeping

A log shall be kept for all powered cleaning equipment to document the date of purchase and all repair and maintenance activities. Vendor cut sheets for all equipment used onsite shall be stored onsite. When cleaning equipment replacement is necessary, acquisition dates and supporting documentation shall be retained to demonstrate that all newly acquired equipment complies with the specifications.

SECTION 7: HARD-FLOOR AND CARPET MAINTENANCE

PERFORMANCE METRICS AND MEASUREMENT

Floor-care maintenance shall consistently be performed according to written protocols, without exception. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HARD-FLOOR AND CARPET MAINTENANCE

- The floor and carpet maintenance program at Richardson and Robbins building is designed to use few, or no, harmful chemicals; remove and eliminate irritating dust, dirt and other contaminants; and protect and preserve floors.
- Heavy traffic areas, including entrances, corridors break area, main passageways and primary work and office areas need to be cleaned at least daily. Light traffic areas can be cleaned on appropriate scheduled to maintain cleanliness.
- To minimize chemical use at the Richardson and Robbins building, frequency of stripping or removing coatings has reduced to only as needed basis, thereby conserving cleaning and floor restoration materials and minimizing occupants' exposure to harmful chemicals.
- A written floor maintenance plan and log shall be maintained, which details the number of coats of floor finish being applied as the base and other applications (top coat), along with all relevant maintenance/restoration practices and the dates and duration of these activities.

SECTION 8: ENTRYWAY SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting effective use of entryway systems shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE USE AND MAINTENANCE OF ENTRYWAY SYSTEMS

All entryways and entrances into Richardson and Robbins building are equipped with walk-off mats:

- Walk-off mats shall be installed at all primary entrances. These systems shall be a minimum of 10 feet long in the direction of travel.
- The walk-off mats shall be professionally cleaned and thoroughly vacuumed onsite on a daily basis. The flooring beneath the mats shall be vacuumed and mopped on a weekly basis as well.
- Secondary entrances shall also have walk-off mats of 10–12 feet in length to capture initial loose particles entering the building. These mats must be vacuumed daily, and the floor beneath shall be vacuumed and mopped on a weekly basis.

SECTION 9: HAND HYGIENE

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting hand hygiene shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HAND HYGIENE

- All restroom facilities, including those in guest rooms, public areas and back-of-house spaces shall include appropriate hand soaps. (See Section 5.)
- Hand-hygiene notices will be placed in all employee rest rooms.
- Alcohol-based waterless hand sanitizer dispenser will be placed in main entrances to the building and main access corridors.

SECTION 10: HANDLING AND STORAGE OF CLEANING CHEMICALS

PERFORMANCE METRICS AND MEASUREMENT

Protocols governing safe handling and storage of cleaning chemicals shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HANDLING AND STORAGE OF CLEANING CHEMICALS

The following protocols have been established to mitigate spills, leaks and mismanagement.

Storage

- Cleaning chemicals are stored in a single-locked janitorial closet on the ground floor. Workers access chemicals at the beginning of their shift and as needed.
- Janitorial closet is locked outside the janitorial service hours. Only designated staff from the DFM and the custodial contractors have access to the janitorial closet.

Chemical Dilution systems

(See Section 11)

MSDS Storage

- The cleaning chemical supplier is required to provide accurate MSDSs for all chemicals delivered to the building.
- MSDSs are filed, in duplicate, in the chemical storage room and the manager's office in clearly labeled binders.
- The cleaning chemical supplier maintains a toll-free hotline that can be called in the event of spills or accidents to access safety data and protocols.

Emergency Procedures

- Report all chemical product spills to Manager immediately and refer to instructions on the MSDS for proper spill cleanup and disposal.
- If any product comes into contact with anybody part, flush immediately with lots of water. Follow first-aid instruction on the label or MSDS, call 911 if needed. Report contact to Manager.
- Properly remove all cleaning chemical residue so building tenants and customers will not be unknowingly exposed to chemicals

SECTION 11: USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

- Dilution systems and chemical concentrates shall be utilized, whenever possible, in order to lower transportation costs between manufacturer and end-user, reduce use of packaging materials, reduce real chemical use to obtain same performance, and to lower exposure of maintenance personnel to hazardous chemicals.
- A portion controlled, closed dilution system shall be utilized in order to further reduce environmental impacts.
- Manufacturer's dilution directions shall be followed and Pre-labeled containers shall be utilized.

PRACTICES TO OPTIMIZE USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

Chemical concentrates and dilution systems are used according to the procedures below to minimize risk to staff and occupants, and to conserve resources.

Dilution System Description

An automatic dilution system dispenser shall be installed in the main janitorial closet.

Protocol for Use and Maintenance

Manufacturer's protocols need to be followed for use and maintenance of the installed dilution system and equipment.

SECTION 12: CONTAINMENT AND TREATMENT OF LABORATORY CHEMICALS

PERFORMANCE METRICS AND MEASUREMENT

For any drain that handles laboratory-type liquids, containment drains must be provided that will appropriately treat the liquid waste.

PRACTICES TO OPTIMIZE USE OF CONTAINMENT DRAINS IN LABORATORY SPACES

Containment drains are installed and used, as necessary, according to the procedures below, to minimize risk to staff and occupants, and to mitigate contamination of natural resources.

Containment Drain Description

There are no Containment Drains in the Laboratories located in the Richardson and Robbins building.

Protocol for Use

Not applicable for the Richardson and Robbins building.

Maintenance

Any cleaning or waste disposal activities at the laboratories should follow the following DNREC Environmental Laboratories guidelines:

- LABORATORY WASTE MANAGEMENT (Appendix A)
- CHEMICAL HYGIENE PLAN (Appendix B)

SECTION 13: VULNERABLE BUILDING OCCUPANTS

To protect vulnerable building occupants, such as pregnant women, children, asthmatics, elderly occupants, individuals with allergies and highly sensitive individuals, cleaning staff from Richardson and Robbins building shall use only low/no VOC cleaning products; they shall perform routine cleaning and floor restoration activities after working hours when the majority of occupants have left the building; the staff shall limit the number of cleaning chemicals used in the building; and they shall maintain a high level of cleanliness thus minimizing the presence of irritants.

SECTION 14: STAFFING AND TRAINING

PERFORMANCE METRICS AND MEASUREMENT

All cleaning personnel shall receive regular training. Vendors shall supply evidence of compliance with training requirements prior to contract award or renewal.

PRACTICES TO OPTIMIZE STAFFING AND TRAINING

All cleaning staff and managers shall receive environmental safety and health training, addressing, at minimum, hazards associated with the use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

Training Topics

- Employee safety and health compliance as it relates to the cleaning program

- Regulatory compliance standards—OSHA, EPA, and other local, state, and federal rules and regulations
- Unsafe attitudes and conditions in the work place through Job Safety Analysis—OSHA JSA or JHA (Job Hazard Analysis)
- Employee performance improvement, such as accident prevention and record-keeping
- Compliance with health and safety rules, and regulation and confidentiality issues
- Safe chemical storage and handling
- Disposal and recycling of cleaning chemicals, dispensing equipment and packaging

Annual Training Hours

All workers shall receive 3 hours of training annually. The training can be delivered as weekly quality assurance check and one-on-one training for the janitorial crew.

Staffing Plan

To meet cleaning objectives within the building, minimum staffing requirements must be met. Factors such as occupancy rates, seasonal variations and other considerations should be taken into account when adjusting the staffing plan.

Under typical conditions, total cleaning staff time shall be not less than 3.5¹ hours per day. Generally, 4 staff members work 4.5 hours per day to meet these requirements.

SECTION 15: OCCUPANT FEEDBACK AND EVALUATION OF NEW TECHNOLOGIES

PERFORMANCE METRICS AND MEASUREMENT

All guests and employees shall have a mechanism by which to provide feedback on cleaning practices.

PRACTICES TO OPTIMIZE OCCUPANT FEEDBACK AND EVALUATE NEW TECHNOLOGIES AND PROCEDURES

Richardson and Robbins building implemented an electronic collection system on the intranet using Sharepoint platform for gathering occupants' feedback about the green cleaning program. The Green Cleaning information and education are provided to all employees through LEED quarterly newsletters. Occupants are encouraged to alert the management to any issues relating to the green cleaning program. In addition, management regularly researches and integrates new green cleaning technologies into the building's green cleaning procedures.

SECTION 16: TIME PERIOD

This policy shall take effect on August 1, 2013 and shall continue indefinitely or until amended and/or replaced by a subsequent green cleaning policy.

¹ Current Janitorial Service contract is a Set Aside through the Delaware Association of Rehabilitation Facilities. Higher work hours are expected on Set Aside contracts.

**Carvel State Office Building
Green Cleaning Policy and Program Plan
LEED for Existing Buildings: Operations and Maintenance
July 2013**

SECTION 1: SCOPE

This Policy and Plan addresses environmental best practices for cleaning the interior of Carvel State Office Building. Specifically, it addresses purchasing sustainable cleaning, hard-floor and carpet products, and entryway systems; procuring sustainable cleaning equipment; developing and implementing standard operating procedures for effective cleaning; promoting and improving hand hygiene; developing guidelines for handling cleaning chemicals; developing staffing and employee training requirements; collecting and addressing occupant feedback; and establishing procedures for use of chemical concentrates and dilution systems.

This building is located at 820 French Street, Wilmington, DE 19801.

SECTION 2: GOALS

The goal of this Green Cleaning Policy and Plan is to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

SECTION 3: RESPONSIBLE PARTIES

Government Support Services (GSS), Division of Facilities Management (DFM) and Department of Natural Resources and Environmental Control (DNREC) Chief Operating Officer, are responsible for developing and managing the implementation of the Green Cleaning Policy and Plan.

Personnel involved with various elements of the green cleaning program shall carry out their tasks according to this policy, and report all relevant activities to the aforementioned parties. To ensure an effective and coordinated effort, the Division of Facilities Management staff responsible for overseeing the Green Cleaning Policy and Plan shall review all proposed cleaning activities before implementation.

Green cleaning strategies for the property shall include actions performed by the following contractors:

Function	Company Name	Primary Contact	Phone
<u>Janitorial Services</u>	Delaware Association of Rehabilitation Facilities (DELARF) DBA/ Ability Network of Delaware (A.N.D.)	Kristy Trudel	(302) 622-9177

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The party(ies) responsible shall periodically evaluate the success of the Green Cleaning Policy and Plan. This evaluation may include producing and providing a report on an annual basis to DNREC Chief Operating Officer and GSS State Contract Procurement Administrator. Whenever possible, the annual report shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, the responsible party(ies) shall review all proposed cleaning activities. Upon reviewing proposed activities, the responsible party(ies) shall determine if they meet the criteria of the Green Cleaning Policy and approve or deny action.

The responsible party(ies) shall regularly communicate with all cleaning staff, and conduct regular site inspections and evaluations to ensure that the Green Cleaning Policy and Plan is in place and functioning as intended. The APPA Custodial Service Level Guidelines are recommended in the annual assessment of the green cleaning policy and plan; a minimum level of 3 - Casual Inattention - shall be considered acceptable performance, with a level of 2 - Ordinary Tidiness - being preferable. In addition to ongoing quality control measures, Division of Facilities Management will review all practices and products (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

SECTION 5: CLEANING PRODUCTS

PERFORMANCE METRICS AND MEASUREMENT

The practices listed below shall be implemented, to the extent practicable, with a target goal of **30%** of products complying, based on cost. Custodial Contractors shall submit a quarterly report of the cleaning products purchased for the Carvel State Office Building. The report shall at minimum include name of the purchased item, date of purchase, product category, sustainability criteria (if applicable), cost per item, quantity purchased, percentage of the compliant and noncompliant products, and achievement of 30% performance target goal.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials, including hard-floor and carpet-care products, used at Carvel State Office Building shall, when possible, meet the requirements of IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps.

IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
 - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
 - Environmental Choice CCD-110, for cleaning and degreasing compounds
 - Environmental Choice CCD-146, for hard-surface cleaners
 - Environmental Choice CCD-148, for carpet and upholstery care.
- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - Green Seal GS-40, for industrial and institutional floor-care products
 - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - Environmental Choice CCD-113, for drain or grease-trap additives
 - Environmental Choice CCD-115, for odor-control additives

- Environmental Choice CCD-147, for hard-floor care
- California Code of Regulations maximum allowable VOC levels for the specific product category.
- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - Green Seal GS-09, for paper towels and napkins
 - Green Seal GS-01, for tissue paper
 - Environmental Choice CCD-082, for toilet tissue
 - Environmental Choice CCD-086, for hand towels
 - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
- Hand soaps meet one or more of the following standards:
 - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - Green Seal GS-41, for industrial and institutional hand cleaners
 - Environmental Choice CCD-104, for hand cleaners and hand soaps.

APPROVED PRODUCT LIST

The products listed as Green Core supplies in the GSS 11603A Janitor Supplies Pricing catalogue are approved for use. The 11603A Janitor Supplies Pricing database can be accessed at:

http://bidcondocs.delaware.gov/GSS/GSS_11603AJanitorSuppliesPricing.xls

Products beyond those listed in the GSS 11603A, shall follow the Environmentally Preferable Purchasing (EPP) policy for submittal procedure and obtain approval prior to use.

Record-keeping

A log shall be kept for all cleaning products to document the date of purchase and volume. Vendor cut sheets for all products used onsite shall be stored onsite.

SECTION 6: CLEANING EQUIPMENT

PERFORMANCE METRICS AND MEASUREMENT

All newly acquired cleaning equipment shall comply with the criteria listed below. The Responsible Party shall assign staff to track the percentage of all equipment that meets the criteria, based on cost or number of pieces of equipment, with a target of ~~<20%>~~ ~~<value greater than 20% if more than 20% of the current equipment complies>~~ of equipment comply by ~~October 30, 2013~~.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING EQUIPMENT

Purchase Criteria

All new equipment acquisitions shall comply with the requirements of IEQc3.4: Green Cleaning, Sustainable Cleaning Equipment:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program— Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and shall operate with a sound level less than 70dBA.
- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor equipment—e.g., electric and battery-powered floor buffers and burnishers—is equipped with vacuums, guards and/or other devices for capturing fine particulates, and operates with a sound level less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size, and operate with a sound level of less than 90dBA.

- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

Record-keeping

A log shall be kept for all powered cleaning equipment to document the date of purchase and all repair and maintenance activities. Vendor cut sheets for all equipment used onsite shall be stored onsite. When cleaning equipment replacement is necessary, acquisition dates and supporting documentation shall be retained to demonstrate that all newly acquired equipment complies with the specifications.

SECTION 7: HARD-FLOOR AND CARPET MAINTENANCE

PERFORMANCE METRICS AND MEASUREMENT

Floor-care maintenance shall consistently be performed according to written protocols, without exception. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HARD-FLOOR AND CARPET MAINTENANCE

- The floor and carpet maintenance program at Carvel State Office Building is designed to use few, or no, harmful chemicals; remove and eliminate irritating dust, dirt and other contaminants; and protect and preserve floors.
- Heavy traffic areas, including entrances, corridors break area, main passageways and primary work and office areas need to be cleaned on an at least daily. Light traffic areas can be cleaned on appropriate scheduled to maintain cleanliness.
- To minimize chemical use at the Carvel State Office Building, frequency of stripping or removing coatings to has been reduced to only as needed basis, thereby conserving cleaning and floor restoration materials and minimizing occupants' exposure to harmful chemicals.
- A written floor maintenance plan and log shall be maintained, which details the number of coats of floor finish being applied as the base and other applications (top coat), along with all relevant maintenance/restoration practices and the dates and duration of these activities.

SECTION 8: ENTRYWAY SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting effective use of entryway systems shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE USE AND MAINTENANCE OF ENTRYWAY SYSTEMS

All entryways and entrances into Carvel State Office Building are equipped with walk-off mats:

- Walk-off mats shall be installed at all primary entrances. These systems shall be a minimum of 10 feet long in the direction of travel.
- The walk-off mats shall be professionally cleaned on a daily basis and thoroughly vacuumed onsite on a daily basis. The flooring beneath the mats shall be vacuumed and mopped on a weekly basis as well.
- Secondary entrances shall also have walk-off mats of 10–12 feet in length to capture initial loose particles entering the building. These mats must be vacuumed daily, and the floor beneath shall be vacuumed and mopped on a weekly basis.

SECTION 9: HAND HYGIENE

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting hand hygiene shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HAND HYGIENE

- All restroom facilities, including those in guest rooms, public areas and back-of-house spaces shall include appropriate hand soaps. (See Section 5.)
- Hand-hygiene notices will be placed in all employee rest rooms.
- Alcohol-based waterless hand sanitizer dispenser will be placed in main entrances to the building and main access corridors. (DFM Responsibility)

SECTION 10: HANDLING AND STORAGE OF CLEANING CHEMICALS

PERFORMANCE METRICS AND MEASUREMENT

Protocols governing safe handling and storage of cleaning chemicals shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HANDLING AND STORAGE OF CLEANING CHEMICALS

The following protocols have been established to mitigate spills, leaks and mismanagement.

Storage

- Cleaning chemicals are stored in a single-locked janitorial closet on each floor. Workers access chemicals at the beginning of their shift and as needed.
- Janitorial closets are locked outside the janitorial service hours. Only designated staff from DFM and the custodial contractors have access to the janitorial closets.

Chemical Dilution systems

(See Section 11)

MSDS Storage

- The cleaning chemical supplier is required to provide accurate MSDSs for all chemicals delivered to the building.
- MSDSs are filed, in duplicate, in the chemical storage room of each floor and in the manager's office in clearly labeled binders.
- The cleaning chemical supplier maintains a toll-free hotline that can be called in the event of spills or accidents to access safety data and protocols.

Emergency Procedures

- Report all chemical product spills to Manager immediately and refer to instructions on the MSDS for proper spill cleanup and disposal.
- If any product comes into contact with anybody part, flush immediately with lots of water. Follow first-aid instruction on the label or MSDS, call 911 if needed. Report contact to Manager.
- Properly remove all cleaning chemical residue so building tenants and customers will not be unknowingly exposed to chemicals

SECTION 11: USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

- Dilution systems and chemical concentrates shall be utilized, whenever possible, in order to lower transportation costs between manufacturer and end-user, reduce use of packaging materials, reduce real chemical use to obtain same performance, and to lower exposure of maintenance personnel to hazardous chemicals.
- A portion controlled, closed dilution system is to be utilized in order to further reduce environmental impacts.
- Manufacturer's dilution directions shall be followed and Pre-labeled containers shall be utilized.

PRACTICES TO OPTIMIZE USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

Chemical concentrates and dilution systems are used according to the procedures below to minimize risk to staff and occupants, and to conserve resources.

Dilution System Description

An automatic dilution system dispenser shall be installed in each janitorial closet.

Protocol for Use and Maintenance

Manufacturer's protocols need to be followed for use and maintenance of the installed dilution system and equipment.

SECTION 12: CONTAINMENT AND TREATMENT OF LABORATORY CHEMICALS

PERFORMANCE METRICS AND MEASUREMENT

For any drain that handles laboratory-type liquids, containment drains must be provided that will appropriately treat the liquid waste.

PRACTICES TO OPTIMIZE USE OF CONTAINMENT DRAINS IN LABORATORY SPACES

Containment drains are installed and used, as necessary, according to the procedures below, to minimize risk to staff and occupants, and to mitigate contamination of natural resources.

Containment Drain Description

There are no Containment Drains located in the Carvel State Office Building.

Protocol for Use

Not applicable for the Carvel State Office Building.

Maintenance

Not applicable for the Carvel State Office Building.

SECTION 13: VULNERABLE BUILDING OCCUPANTS

To protect vulnerable building occupants, such as pregnant women, children, asthmatics, elderly occupants, individuals with allergies and highly sensitive individuals, cleaning staff from Carvel State Office Building shall use only low/no VOC cleaning products; they shall perform routine cleaning and floor restoration activities after working hours when the majority of occupants have left the building; the staff shall limit the number of cleaning chemicals used in the building; and they shall maintain a high level of cleanliness thus minimizing the presence of irritants.

SECTION 14: STAFFING AND TRAINING

PERFORMANCE METRICS AND MEASUREMENT

All cleaning personnel shall receive regular training. Vendors shall supply evidence of compliance with training requirements prior to contract award or renewal.

PRACTICES TO OPTIMIZE STAFFING AND TRAINING

All cleaning staff and managers shall receive environmental safety and health training, addressing, at minimum, hazards associated with the use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

Training Topics

- Employee safety and health compliance as it relates to the cleaning program
- Regulatory compliance standards—OSHA, EPA, and other local, state, and federal rules and regulations

- Unsafe attitudes and conditions in the work place through Job Safety Analysis—OSHA JSA or JHA (Job Hazard Analysis)
- Employee performance improvement, such as accident prevention and record-keeping
- Compliance with health and safety rules, and regulation and confidentiality issues
- Safe chemical storage and handling
- Disposal and recycling of cleaning chemicals, dispensing equipment and packaging

Annual Training Hours

All workers shall receive a minimum of 3 hours of training annually. In addition to group training, the training can be administered as a weekly quality assurance check, to allow one-on-one training.

Staffing Plan

To meet cleaning objectives within the building, minimum staffing requirements must be met. Factors such as occupancy rates, seasonal variations and other considerations should be taken into account when adjusting the staffing plan.

Based on submitted baseline data, total cleaning staff time shall be not less than 5.5 hours per day. Generally, 11 staff members work between 5.5 and 7.5 hours per day to meet these requirements.

SECTION 15: OCCUPANT FEEDBACK AND EVALUATION OF NEW TECHNOLOGIES

PERFORMANCE METRICS AND MEASUREMENT

All guests and employees shall have a mechanism by which to provide feedback on cleaning practices.

PRACTICES TO OPTIMIZE OCCUPANT FEEDBACK AND EVALUATE NEW TECHNOLOGIES AND PROCEDURES

Carvel State Office Building has implemented an electronic collection system using the State email network for gathering occupants' feedback about the green cleaning program. The Green Cleaning information and education are provided to all employees through LEED quarterly newsletters. Occupants are encouraged to alert the management to any issues relating to the green cleaning program. In addition, management regularly researches and integrates new green cleaning technologies into the building's green cleaning procedures.

SECTION 16: TIME PERIOD

This policy shall take effect on August 12, 2013 and shall continue indefinitely or until amended and/or replaced by a subsequent green cleaning policy.

EXHIBIT "A"
LOCATIONS, PRICING AND ADDITIONAL SPECIFICATIONS

	Location	Address	State Department	County	Service Provider	Cleanable Sq. Foot	Monthly Billing
1.	900 King Street	900 King St, Wilmington, DE, 19801	FM	NC	GW	80,000	\$3,716.89
2.	Absalom Jones	310 Kiamenski Road, Wilmington, DE 19804	FM	NC	Chimes	58,845	\$9,677.81
3.	Absalom Jones	" " – Grounds Keeping	FM	NC	SS	Grounds Keeping	\$491.90
4.	Army National Guard	1161 River Road, New Castle, DE 19720	Joint Forces	NC	Connections	6,000	\$1563.66
5.	Army National Guard	250 Airport Rd. New Castle, DE	Joint Forces	NC	GW		\$1985.28
6.	ANG- Stern Readiness Center	1401 Newport Gap Pike Wilmington, DE 19808	Joint Forces		Chimes	3,153	\$501.54
7.	Aviation Support Facility	33 Corporate Circle, New Castle, DE 19720	Joint Forces	NC	Chimes	13,000	\$1,468.83
8.	Amoco Building	715 Grantham Lane, New Castle, DE 19802	FM	NC	Chimes	16,265	\$2,047.24
9.	Biddles Toll Plaza	2111 DuPont Highway, Middletown, DE 19709	DELDOT	NC	Connections	9,820	\$1930.04
10.	Biggs IRM	1901 N. DuPont Hwy., Wilmington, DE 19720	DHSS	NC	GW		\$559.17
11.	Biggs IRM Area A	1901 N. DuPont Hwy., Wilmington, DE, 19720	DHSS	NC	GW		\$279.08
12.	Biggs IRM Area B	1901 N. DuPont Hwy., Wilmington, DE 19720	DHSS	NC	GW		\$858.99
13.	Biggs/DCIS III	1901 N. DuPont Hwy., Wilmington, DE, 19720	DHSS	NC	GW		\$961.08
14.	Biggs Building Trailer	Calle Carmen Nazario Drive Wilmington, DE 19720	DHSS	NC	GW	120	\$134.82
15.	Biggs DTI	Calle Carmen Nazario Drive, Wilmington, DE 19720	DHSS	NC	Fed Cap	3,700	\$581.22
16.	Carvel Building	820 N. French Street, Wilmington, DE 19801	FM	NC	SS	302,250	\$38,043.62

17.	Carvel Building Recycling	820 N. French Street, Wilmington, DE 19801	FM	NC	SS		\$949.00
18.	Charles Debnam	1901 N. DuPont Hwy, Wilmington., DE 19720	DHSS	NC	GW		\$203.36
19.	DE Development Office	99 Kings Highway, Dover, DE 19901	FM	Kent	GW	9,380	\$1,148.32
20.	Delaware National Guard	41 Corporate Circle New Castle, DE 19808	Joint Forces	NC	Connections		\$1985.28
21.	DE Transit Corp.	900 Public Safety Blvd., Dover, DE 19901	DART	NC	GW		\$841.74
22.	DE Veterans Cemetery	2465 Chesapeake City Road, Bear, DE 19701	DE VETS	NC	Elwyn	3,552	\$832.00
23.	DeIDOT Bear Christiana	250 Bear Christiana Rd., Bear, DE 19701	DELDOT	NC	FedCap		\$600.00
24.	DeIDOT North District Hq.	39 East Regal Blvd., Newark, DE 19713	DELDOT	NC	FedCap	7,700	\$1,036.00
25.	DeIDOT South District Hq.	23697 DuPont Blvd., Georgetown, DE 19947	DELDOT	Sussex	ES	27,940	\$1,629.61
26.	DeIDOT Central District	24450 Lewes Georgetown Hwy, Georgetown, DE	DELDOT	Sussex	ES	400	\$188.10
27.	DeIDOT North Toll Kiamensi	815 Stanton Road, Marshallton, DE	DELDOT	NC	Chimes	1,900	\$575.00
28.	DeIDOT North Toll Talley	1300 Talley Rd., Wilmington, DE	DELDOT	NC	Chimes	2,925	\$730.00
29.	DeIDOT Weigh Station	US 301, Middletown, DE	DELDOT	NC	Connections	10,030	\$1112.70
30.	Dover Toll Plaza	200 Plaza Drive, Dover, DE 19904	DELDOT	Kent	Connections	10,030	\$1733.86
31.	DOC Probation and Parole	314 Cherry Lane New Castle, DE 19720	DOC	NC	FedCap	70,000	\$8174.60
32.	DOC Probation and Parole - Dover	511 Maple Parkway Dover, DE 19901	DOC	Kent	FedCap		\$3446.27
33.	Division of Public Health	1575 McKee Road, Dover, DE 19904	DHSS	Kent	ES	4,160	\$718.25
34.	Edgehill Building Delaware Office of Drinking Water	43 S. DuPont Hwy., Dover, DE	FM	Kent	ES	12,800	\$1,541.66

35.	Fernhook Community Health Center	HH Campus, 14 Central Ave., New Castle, DE 19720	DHSS	NC	Chimes	4,224	\$1,596.67
36.	Fox Run Plaza	2540 Wrangle Hill Road, Bear, DE 19701	DDDS	NC	Fed Cap	33,000	\$5041.47
37.	Gaming Enforcement	655 Bay Road, Dover, DE	Homeland Sec	Kent	Connections	2,400	\$1,004.64
38.	Georgetown Chancery Court	10 The Circle, Georgetown, DE 19947	FM	Sussex	ES	18,000	\$1,941.88
39.	Georgetown DMV Inspection Lanes	546 S. Bedford Street, Georgetown, DE 19947	FM	Sussex	GW	30,000	\$4,733.73
40.	Georgetown Elections	119 N. Race Street, Georgetown, DE 19947	FM	Sussex	ES	2,815	\$337.25
41.	Georgetown FM Shortly Rd.	23708 Shortly Rd, Georgetown, DE	FM	Sussex	ES	1,632	\$318.24
42.	Georgetown Family Court	22 The Circle, Georgetown, DE 19947	FM	Sussex	ES	20,982	\$3,708.20
43.	Georgetown JP Court #3 & #17	23731 Shortley Road, Georgetown, DE 19947	FM	Sussex	FedCap	6,600	\$876.05
44.	Georgetown Superior Court	10 The Circle, Georgetown, DE 19947	FM	Sussex	ES	36,530	\$4,597.96
45.	Georgetown Superior Court Annex	10 The Circle, Georgetown, DE 19947	FM	Sussex	ES	8,260	\$1,039.67
46.	Government Support Services	1 Wilmington Ave., Delaware City, 19706	FM	NC	Chimes	4,793	1343.08
47.	Haslet Armory	122 William Penn, Dover, DE, 19901	FM	Kent	FedCap	38,000	\$6173.67
48.	Highway Administration	303 Transportation Cir, Dover, DE 19901	DELDOT	Kent	GW	148,055	\$19,380.67
48. a.	Highway Administration Bldg. – Temporary reduction	303 Transportation Cir. Dover, DE 19901	DELDOT	Kent	AND	93,686	Effective Feb. 1, 2017 (7-12 months) \$12,267.40
49.	Highway Administration - Trash Pick Up	303 Transportation Cir, Dover, DE 19901	DELDOT	Kent	GW		\$150.52
50.	Highway Administration – Traffic	303 Transportation Cir, Dover, DE 19901	DELDOT	Kent	GW		\$640.12

51.	Highway Administration - Signing/Marking	303 Transportation Cir, Dover, DE 19901	DELDOT	Kent	GW		\$238.87
52.	Hospitality House	1901 N. Dupont Hwy New Castle, DE 19720	DHSS	NC	GW	33,000	\$449.28
53.	Jesse Cooper	417 Federal Street, Dover, DE 19901	FM	Kent	FedCap	48,082	\$8009.63
54.	JP Court 6 (formerly Milford Court)	35 Cams Fortune Way, Houston, DE 19954	FM	Sussex	FedCap	2,448	\$ 402.28
55.	JP Court 10 & 12 (Prices Corner)	210 & 212 Greenbank Wilmington, DE 19808	FM	NC	FedCap	3,891	\$489.75
56.	Kent County Courthouse	414 Federal Street, Dover, DE 19901	FM	Kent	GW	146,000	\$28028.00
57.	Lewis Building	102 Tarumianz Dr., Wilmington, DE 19701	DHSS	NC	GW		\$3,701.62
58.	Liberty Court	4289 Walker Rd., Building CC, Dover, DE 19904	Housing Auth.	Kent	Connections		\$1,091.38
59.	Margaret O'Neil Building	410 Federal Street, Dover, DE 19901	FM	Kent	FedCap	10,629	\$1707.17
60.	Millsboro Veterans Cemetery	26669 Patriots Way, Millsboro, DE 19966	DE Vets	Sussex	ES	3,286	\$501.28
61.	National Guard Headquarters	First Regiment Rd Wilmington, DE 19808	Joint Forces	NC	Connections		\$1015.63
62.	New Castle County Courthouse	500 N. King Street, Wilmington, DE 19801	FM	NC	GW	576,000	\$82368.00
63.	New Castel County Jail Cell Cleaning	500 N. King Street, Wilmington, DE 19801	FM	NC	GW		\$2,125.21
64.	New Castle DMV (# 77)	161 Airport Road, New Castle, DE 19720	DELDOT	NC	Connections	4,842	\$2,246.61
65.	New Castle DMV Trailer	161 Airport Road, New Castle, DE 19720	DELDOT	NC	Connections	1,536	\$193.33
66.	New Castle DMV - Day Porter	161 Airport Road, New Castle, DE 19720	DELDOT	NC	Connections		\$253.76
67.	New Castle DMV - Daily Rate Day Porter	161 Airport Road, New Castle, DE 19720	DELDOT	NC	Connections		\$1,120.00
68.	New Castle Fire Training Center	2311 MacArthur Drive, New Castle, DE 19720	FM	NC	Chimes	6,854	\$1,392.32

	(Variable)						
69.	New Castle Fire Training Center(Fixed)	2311 MacArthur Drive, New Castle, DE 19720	FM	NC	Chimes	4,500	\$587.29
70.	New Castle Fire Marshall	2307 MacArthur Drive, New Castle, DE 19720	FM	NC	FedCap	10,000	\$1577.82
71.	Newark Toll Plaza	1201 Whitaker Road, Newark, DE 19702	DELDOT	Kent	Chimes	7,825	\$4,102.89
72.	OMB – Purchasing Office	100 Enterprise Place, Dover, DE 19901	GSS	Kent	SS	6,579	\$2,061.55
73.	Public Archives Building	121 Duke of York St, Dover, DE 19901	FM	Kent	FedCap	78,500	\$6,539.67
74.	Public Archives Building	121 Duke of York St, Dover, DE 19901	FM	Kent	Chimes	Per Diem-seasonal cleaning	\$33.28
75.	Richardson & Robbins	89 Kings Highway, Dover, DE 19901	FM	Kent	GW	91,102	\$11,466.83
76.	Sabo Building	1 Race Street, Georgetown, DE 19947	FM	Sussex	ES	2,195	\$334.18
77.	Seaford J.P. Court #4	408 Stein Highway, Seaford, DE 19973	FM	Sussex	FedCap	4,500	\$720.36
78.	Smyrna Readiness Center	103 Artisan Drive, Smyrna, DE 19977	Joint Forces	Kent	ES	9,004	\$937.82
79.	State Service Center (De La Warr Com. Ctr.)	500 Rogers Rd, New Castle, 19720	DHSS	NC	GW		\$1,096.58
80.	Sussex County Fire School	22705 Park Ave., Georgetown, DE 19947	FM	Sussex	ES	10,712	\$1,071.20
81.	Tatnall Building	150 William Penn St., Dover, DE 19901	FM	Kent	Connections	19,849	\$3389.85
82.	Thomas Collins Building	540 S. Dupont Hwy, Dover, DE 19901	FM	Kent	-FedCap	46,913	\$6859.32
83.	Townsend Building	401 Federal Street, Dover, DE 19901	FM	Kent	GW	75,332	\$12338.83
84.	Tri-Plex Building	1901 N. DuPont Hwy., Wilmington, DE 19720	DHSS	NC	GW		\$294.00
85.	Troop 2	100 Lagrange Ave., Bear, DE 19701	FM	NC	Chimes	53,000	\$ 5842.26
86.	Troop 5	9265 Public Safety Wy, Bridgeville, DE 19933	FM	Sussex	ES	6,433	\$1,039.77

87.	WIC Program	655 Bay Road, Dover, DE	DHSS	Kent	Connections	8,333	\$1,055.51
88.	Wilmington DMV # 97	2230 Hessler Blvd., Wilmington, DE 19809	DELDOT	NC	Connections	14,311	\$3059.70
89.	Wilmington DMV # 97 - Day Porter	2230 Hessler Blvd., Wilmington, DE 19809	DELDOT	NC	Connections		\$253.76
90.	Woodside Center- DDDS	941 Walnut Shade Rd Dover, DE 19901	DHSS	KC	FedCap	4,700	\$1128.47
91.	Dept. of Motor Vehicles, DE City	2101 Mid County Drive New Castle 19720	DELDOT	NC	Connections	22,527.71	\$4,150.90
92.	Construction Services Trailer & Survey Office	39 East Regal Blvd., Newark, DE 19713	DELDOT	NC	FedCap Connections	2,656	\$422.03
93.	Biggs Building area of DVI	1901 N. Du Pont Hwy Biggs Bldg. New Castle, DE 19720	DHSS	NC	Goodwill	11,527	\$1,572.31
94.	Biggs Building area of DIB	1901 N. Du Pont Hwy Biggs Bldg. New Castle, DE 19720 & 300 Cornell Dr Wilmington, DE	DHSS	NC	Goodwill	10,000 & 3,000	\$1228.87
95.	Biggs Building area of ARMS	1901 N. Du Pont Hwy Biggs Bldg. New Castle, DE 19720	DHSS	NC	Goodwill	4,622	729.62
96.	DDDS, Georgetown ODDS Building	5 Academy Street Georgetown, DE 19947	DHSS	SC	Easter Seals	6,547	\$648.26
97.	DDDS, Georgetown ODDS Building –Floor Care (Bi-Annual)	5 Academy Street Georgetown, DE 19947	DHSS	SC	Goodwill	5,024	\$5,009.22
98.	First State Senior Center Milford	291 A Rehoboth Blvd Milford, DE 19963	DHSS	SC	Easter Seals	3,884	\$418.13
99.	First State Senior Center Milford – Floor Care (Bi-Annual)	291 A Rehoboth Blvd Milford, DE 19963	DHSS	SC	Goodwill	3,884	\$1,961.04

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

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

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

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

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

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

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

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

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

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

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

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

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

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

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

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

3. **INTERPRETATION OF ESTIMATES:**

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

4. **SILENCE OF SPECIFICATIONS:**

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

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

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

6. **PREPARATION OF PROPOSAL:**

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

7. **PRICES QUOTED:**

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

8. **DISCOUNT:**

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

9. **SAMPLES OR BROCHURES:**

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

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

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

11. **DELIVERY OF PROPOSALS:**

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

State of Delaware
Office of Management and Budget
Government Support Services
Contracting Section
100 Enterprise Place – Suite 4
Dover, DE 19904-8202

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

12. **WITHDRAWAL OF PROPOSALS:**

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

13. **PUBLIC OPENING OF PROPOSALS:**

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

14. **PUBLIC INSPECTION OF PROPOSALS:**

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

15. **DISQUALIFICATION OF BIDDERS:**

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

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

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

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

2. **MATERIAL GUARANTY:**

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

3. **AWARD OF CONTRACT:**

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

4. **EXECUTION OF CONTRACT:**

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

5. **REQUIREMENT OF CONTRACT BOND:**

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

6. **WARRANTY:**

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

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

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

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

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

9. **INFORMATION REQUIREMENT:**

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

10. **CONTRACT EXTENSION:**

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

11. **TERMINATION FOR CONVENIENCE:**

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

12. **TERMINATION FOR CAUSE:**

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

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

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

2. **LAWS TO BE OBSERVED:**

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

3. **PERMITS AND LICENSES:**

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

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

a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of

such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

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

6. **TAX EXEMPTION:**

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

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

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

8. **BASIS OF AWARD:**

The Office of Management and Budget, Government Support Services will award this contract in accordance with Title 16, Subsection 9605, Delaware Code.

9. **INVOICING:**

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

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY:

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

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