MASTER AGREEMENT
TERMS AND CONDITIONS

AGREEMENT NO. GSS11608-DOC_DESTRUCT
SECURED DOCUMENT DISTRUCTION

1. **AGREEMENT REQUIREMENTS**:

This agreement will be issued to cover the Secure Document Destruction 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.

3. **AGREEMENT PERIOD**:

Each vendor(s) contract shall be valid on June 1, 2011. 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.

4. **VENDORS:**

DELARF.
Delaware Association of Rehabilitation Facilities
100 W. 10th Street, Suite 103
Wilmington, DE 19801
Terry Cipolla
Phone No.: (302) 622-9177
Fax No.: (302) 777-5386
Email: TCipolla@Delarf.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 Law Commission.

Pricing will be $.17 per pound

Additional pick-ups outside of the established designated pick-up schedule will be subject to a trip charge as follows:

New Castle County: $25.00
Kent County: $50.00
Sussex County: $75.00

6. **PRICE ADJUSTMENT:**

Prices for all goods and non-professional services provided for in this agreement are approved by the State Use Law Commission.

8. **FUNDING OUT**:

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

9. **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.

10. **MANDATORY INSURANCE REQUIREMENTS (Continued)**:

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. GSS11608-DOC_DESTRUCT
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.

11. **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.

12. **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 Law Commission or the 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.

13. **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.

14. **REQUIRED REPORTING:**

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

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

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

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

State of Delaware

Monthly Usage Report

		Insert Contract No.	**Report Start Date:**						
			Report End Date:						
			Today's Date:						
	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00

l be sent by electronic mail to the Awarded Vendor.

ATTACHMENT 9

State of Delaware

Subcontracting (2nd tier) Quarterly Report

Report Start Date:

Report End Date:

Today's Date:

*Minimum Required | Requested detail

dor tact me*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid

eport will be sent by electronic mail to the Awarded Vendor

15. **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.

16. **BILLING**:

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

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

17. **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.

18. **COMMODITY OR SERVICE SUBSTITUTION**:

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

19. **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.

20. **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.

21. **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.

22. **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

23. **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.

24. **VENDOR QUALIFICATIONS**:

Contractor agrees to comply with respect to qualifications of employees regarding rights and responsibilities of the State Use 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. **HOLIDAYS:**

In accordance with Title 1, Chapter 5, subsection 501, Delaware Code, as amended, the following are legal holidays in the State of Delaware for Calendar Year 2011:

NOTE: Please refer to http://www.delawarepersonnel.com/labor/holidays/ for future Calendar Years.

New Years Day	December 31, 2010*	Friday
Martin Luther King Jr. Day	January 17	Monday
Good Friday	April 22	Friday
Memorial Day	May 30	Monday
Independence Day	July 4	Monday
Labor Day	September 5	Monday
Veterans Day	November 11	Friday
Thanksgiving Day	November 24	Thursday
Day After Thanksgiving	November 25	Friday
Christmas Day	December 26*	Monday

The contractor shall be responsible for obtaining information through the news media regarding the declaration of a State of Emergency.

25. **COMPLAINTS AND REQUESTS**:

All complaints and/or requests made to the contractor will be done in writing by e-mail. When possible, complaints will be addressed within 24 hours.

26. **EMPLOYEE IDENTIFICATION**:

Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing uniforms or clothing bearing the name of the company. Each employee shall wear a photo identification badge or card issued prior to starting work under this contract. The contractor is responsible for providing these items.

27. **SECURITY PROCEDURE**:

The contractor must obtain a security clearance (Delaware State Police - SBI) of any current, 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 of $45.00 per person, certified check or money order. **Cash cannot be accepted**. 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.

All potential employees require fingerprinting and from this a criminal history record is obtained. Each candidate is to report to the location below or any Delaware State Police Troop, Monday through Friday, 9:00 a.m. - 3:00 p.m. for fingerprinting.

Division of State Police
Bureau of Identification
Route 13
Dover, DE 19901
Contact: Captain John W. Ford
Phone: (302) 739-5872
Cost: $25.00 per person

To reveal federal offenses, a fingerprinting card can be obtained by the provider at a cost of $10.00 per person. Each candidate is to report to the location below or any Delaware State Police Troop, Monday through Friday, 9:00 a.m. - 3:00 p.m. for fingerprinting.

Capitol Police
150 E. William Penn
P.O. Box 1401
Dover, Delaware 19903
Attn: Chief William Jopp
Phone: (302) 739-3211

Capitol Police will evaluate the criminal history report for eligibility for employment under this contract, then notify Facilities Management of acceptable and unacceptable persons. The Director of Facilities Management will notify the contractor, in writing, of those persons acceptable and unacceptable for use on this contract. The processing time for security clearance information and proper written notification from the Director's office to the contractor is a maximum of fifteen (15) working days. The successful contractor should operate with a sufficient listing of cleared personnel, so that there will not be any shortages.

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

28. **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. No unauthorized use of state telephone except emergency cases.

D. 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.

E. No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of nonprescription legal drugs are permitted on State property.

APPENDIX A

SCOPE OF WORK:

The contractor is to furnish all labor, materials, supplies and transportation necessary for secure document shredding for the State of Delaware. The Contractor is required to provide secure containers. These will be used for the deposit of materials to be transported to the approved location for destruction. Shredded materials will include but not be limited to, all mixed papers, manila envelopes, hanging folders, books, catalogs and any other like paper product.

2. **SANITARY PROCEDURES**:

A. All containers shall be maintained in a safe and operable condition

B. The exterior of the containers shall be free of debris or other objectionable matter.

C. Trucks shall not leak vehicle fluids while on State property.

3. **GENERAL EQUIPMENT REQUIREMENTS**:

Internal Containers – Containers in the sizes listed below will be provided at no cost to the state. The contractor will adjust the size of internal containers and frequency of scheduled pulls as necessary with no additional cost to the State for the life of the contract. This will help the State realize a cost savings rather than a penalty.

Internal Container Sizes:

80 lb container
125 lb container
160 lb container

Larger containers are available upon request. Please note containers are to be internal containers, not external.

Container Repair – All containers and lids are to be kept in working order. Containers and lids that are damaged shall be repaired or replaced within one (1) week. The inspection and reporting of damaged container lids shall be the responsibility of the agency.

5. **SAFETY REQUIREMENTS**:

A. All employees of the contractor are to be trained in the safe operation of all equipment prior to being utilized on this contract.

B. All safety and health requirements as mandated by the State of Delaware must be followed.

C. Caution should be exercised while making collections during special events and regular working hours so as to not cause injury to pedestrians or damage to vehicles and state property.

Property damage resulting from the collection operations must be reported to the Office of Management and Budget within twenty-four (24) hours. All damaged property must be repaired within a reasonable time frame agreed to by both the contractor and the agency. All costs of repairs are the responsibility of the contractor.

SCOPE OF WORK DETAILS:

Documents designated for destruction will be transported in locked bins aboard a locked vehicle, monitored by GPS tracking and delivered to OCI's physical plant for destruction. Upon arriving at the facility, the bins will be weighed and their contents sorted and destroyed. A certificate of destruction will be provided that reflects State requirements for individual divisions/departments. OCI currently operates a fleet of three vehicles. A pre-assigned pick-up schedule will be implemented once the initial program transition is completed and quantities to be picked up stabilize.

OCI is currently a member of the National Association for the Information Destruction (NAID) and the Secure Document Alliance (SDA) thus ensuring that the highest operating standards are followed. Information gained through these certifications includes implementing efficient processes, employee hiring, responsible disposal and insurance criteria.

OCI owns and operates state of the art on site sorting, shredding and baling equipment. According to the current IRS requirements, all documents are to be comingled, which adds to the security, and shredded at 5/16 of an inch. The facility contains state of the art high resolution video surveillance and motion detecting cameras to ensure that all documents remain secure while in the facility. Video is stored for a minimum of 90 days as required by NAID and the SDA. A separate, third party security system is also in place to protect the entire facility. Staff members wear uniforms and display photo identification cards at all times. Visitors are required to sign in, sign disclosure agreements and must be escorted while in the shred area.

OCI contracts with Georgia Pacific to pick up all shredded paper which is immediately delivered directly to their mills for pulping. Paper towels and toilet paper for resale value to the general public are created from the shredded materials.

Retention Schedules:

General records retention schedules can be found at the link below.

http://archives.delaware.gov/govsvcs/general_records_retention_schedules/index.shtml#TopOfPage

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 contact. 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.

CONTRACTOR:

BY _____
(SIGNATURE)

(Seal)

Witness: _____ Delaware Assoc. of Rehabilitation Facilities
(Contractor)

GOVERNMENT SUPPORT SERVICES:

Witness: AMH _____

_____
(Contract Administrator)
GOVERNMENT SUPPORT SERVICES