



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

Fire Suppression, Service, Inspection, and Testing

Request for Proposal

Contract No. GSS13259-FIRE_SUPPR

January 31, 2013

**- *Deadline to Respond* -
Tue. March 5, 2013
*1:00 PM (Local Time)***

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: January 31 2013

CONTRACT NO. GSS13259-FIRE_SUPPR

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Fire Suppression, Service, Inspection and Testing. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS13259-FIRE_SUPPR

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 – Office of Supplier Diversity Certification Application
 - k. Appendix A – Scope of Work details
 - l. Appendix B – Pricing Form(s) and Instructions
 - m. Appendix C – Building and Equipment List

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by **Tue. March 5, 2013 1:00 p.m. (Local Time)** to be considered.

Proposals must be mailed to:

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

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

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Office of Management and Budget
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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals to identify vendor(s) and execute a contract(s) for Fire Suppression, Service, Inspection, and Testing which encompasses the inspection testing and calibration of the fire alarm & sprinkler systems, cleaning of hoods and vents and fire extinguisher services for all buildings statewide. The only portions of this contract that may be subcontracted are 1) the cleaning of hoods and vents and 2) portable fire extinguisher service.

1. COMPETITIVE SEALED PROPOSAL

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

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

2. CONTRACT REQUIREMENTS

This contract will be issued to provide inspection, testing, and calibration services for Fire Alarm and Sprinkler Systems, for cleaning of hoods and vents, and for servicing portable fire extinguishers for all buildings statewide.

3. MANDATORY USE CONTRACT

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

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

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5. CONTRACT PERIOD

Each Vendor's contract shall be valid for a one year (1) period from June 1, 2013 through May 31, 2014. Each contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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

B. KEY RFP DATES/MILESTONES

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

Activity	Due Date
RFP Availability to Vendors	Thurs., January 31, 2013
Mandatory Pre-bid Conference	There will not be a mandatory pre-bid
Written Questions Due No Later Than (NLT)	Wed., Feb. 6, 2013 4:30 p.m. local time
Written Answers Due/Posted to Website NLT	Fri., Feb. 15, 2013
Proposals Due NLT	Tue. March 5, 2013 1:00 p.m. local time
Public Proposal Opening	Tue. March 5, 2013 1:00 p.m. local time
Proposal Evaluation/Presentations as required	TBD
Vendor Best & Final Discussions, as required	TBD
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by Wed., Feb. 6, 2013, 4:30 p.m. local time. All questions will be answered in writing by Fri., Feb. 15, 2013, and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

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

**Roxann M. Parker
State of Delaware
Government Support Services**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

**100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

or
Roxann.Parker@state.de.us

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

E. CONTACT WITH STATE EMPLOYEE

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

II. SCOPE OF WORK

A. OVERVIEW

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

B. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A. Building locations and device counts that have been compiled to date is provided in Appendix C. Some locations may be incomplete and may require a site visit. Vendors must provide pricing in the Excel Spreadsheet, Appendix B.

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III. FORMAT FOR PROPOSAL

A. INTRODUCTION

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

B. PROPOSAL RESPONSE

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

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

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

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

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

C. NON-CONFORMING PROPOSALS

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

D. CONCISE PROPOSALS

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

E. COVER LETTER

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

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F. TABLE OF CONTENTS

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

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

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

H. DISCOUNT

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

I. SAMPLES OR BROCHURES

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

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

K. BID BOND REQUIREMENT

Bid Bond Waived.

L. PERFORMANCE BOND REQUIREMENT

Performance Bond Waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) paper copy and one (1) electronic copy on CD or DVD media disk. The paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM (Local Time) on Tue., March 5, 2013. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

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

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM (Local Time) on Tue., March 5, 2013. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

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

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least ninety (90) days from the bid opening date. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

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

P. PROPOSAL MODIFICATIONS

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

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

Q. LATE PROPOSALS

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

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R. ADDENDA TO THE RFP

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

S. INCURRED EXPENSES

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

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

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

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

V. EXCEPTIONS

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

W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

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X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov/w9.shtml>.

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

Y. SUBCONTRACTS

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

Z. CONFIDENTIALITY

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

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

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AA. ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Certification Application
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions (if applicable)
- Appendix C – Building and Equipment List

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IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

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

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

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

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

4. DELIVERY OF PROPOSALS

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

**State of Delaware
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100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Roxann Parker**

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

5. PUBLIC OPENING OF PROPOSALS

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

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

6. DISQUALIFICATION OF VENDORS

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

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

7. AUTHORITY OF AGENCY

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

8. OR EQUAL (PRODUCTS BY NAME)

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

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B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

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

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
 - b. The vendor's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the vendor is qualified legally to contract with the State;
 - e. Whether the vendor supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

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

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

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

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D. REQUIREMENTS OF THE VENDOR

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

- Brief history of the organizations, including accreditation status, if applicable.
- Applicant's experience, if any, providing similar services. At least three references are required (See Attachment 6).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years.
- Describe the methodology/approach used for this project including details of required service and turnaround time.
- Completed Attachments #1 -7; Attachment 9; and Attachment 10, if applicable.
- Completed Appendix B containing pricing, in Excel format; provide hard copy and copy on CD or DVD

E. CRITERIA AND SCORING:

	EVALUATION CRITERIA	
		POINTS
1.	Vendor Qualification: The qualifications and previous experience with similar contracts of this size and scope. Include government as well as private sector contracts, background, experience, resources, reputation, business license, insurance, years in business, references.	25
2.	Service and Support: The ability to service multiple manufacturers equipment, i.e.: Firelite, Edwards, Silent Knight, Notifier, Simplex, etc. Ability to meet specified timeframe for inspections. Have understanding of problems that may occur and plans to correct them.	40
3.	Staff Experience/Background: Provide list of inspectors and technicians and their qualifications and experience in relation to the systems that are required to be inspected and tested.	50
4.	Methodology: Description of approach to be used for this contract, including a work plan and time line to meet requirements.	20
5.	Price proposal	15
	TOTAL SCORE	150

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

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F. BEST AND FINAL OFFERS

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

G. REFERENCES

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

H. ORAL PRESENTATIONS

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

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

V. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal. Bidders are encouraged to contact appropriate facility managers to arrange for site visits.

VI. DEFINITIONS AND GENERAL PROVISIONS

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

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

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

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

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

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

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

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

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

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2. SILENCE OF SPECIFICATIONS

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

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

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

4. PRICES QUOTED

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

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

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

5. PUBLIC INSPECTION OF PROPOSALS

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

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

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

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selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

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

7. PERMITS AND LICENSES

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

8. PATENTED DEVICES, MATERIAL AND PROCESSES

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

9. EMERGENCY TERMINATION OF CONTRACT

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

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10. TAX EXEMPTION

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

11. INVOICING

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

12. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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13. PRICES

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State.

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

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

14. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

15. PRICE ADJUSTMENT

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

If agreement is reached to extend this contract beyond the initial two (2) year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

16. SHIPPING TERMS

FOB Destination, freight prepaid.

17. FUNDING OUT or NON-APPROPRIATION

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

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18. MANDATORY INSURANCE REQUIREMENTS

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

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

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

And

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

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

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

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

**State of Delaware
Government Support Services
Contract # GSS13259-FIRE_SUPPR
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

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

19. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778.

<http://revenue.delaware.gov/services/BusServices.shtml>

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

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20. INDEMNIFICATION

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

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

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

21. NON-PERFORMANCE

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

22. FORCE MAJEURE

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

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23. VENDOR NON-ENTITLEMENT

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

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

24. OPPORTUNITY BUYS

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

25. REQUIRED REPORTING

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

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month following each quarterly period, **Electronically in Excel format** detailing the purchasing of all items on this contract. For consistency, quarters shall be considered to end the last day of March, June, September, and December of each calendar year. 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 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., 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, woman, or veteran owned business (Diversity Supplier) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, or veteran certifications for the subcontractor (State OSD certification, Minority

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Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is found below.

Subcontracting 2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's OSD 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.

26. 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.

27. 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.

28. METHOD OF PAYMENT

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

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

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

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P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

29. PRODUCT SUBSTITUTION

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

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

30. SCHEDULE FOR PERFORMANCE OF WORK

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

31. VENDOR RESPONSIBILITY

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

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

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

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

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

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

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

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

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Environmental Procurement Policies may be found:

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

34. PERSONNEL/EQUIPMENT/SERVICES

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

35. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at:

<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1>.

36. PREVAILING WAGE

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

37. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

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

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by

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giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

- b. **Termination for Convenience**: The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

38. TERMINATION OF CONTRACT

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

- a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money

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for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

39. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

40. INTEREST OF VENDOR

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

41. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

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

42. RIGHTS AND OBLIGATIONS

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

43. ASSIGNMENT OF ANTITRUST CLAIMS

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

44. TESTING AND INSPECTION

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

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45. COVENANT AGAINST CONTINGENT FEES

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

46. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

47. AFFIRMATION

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

48. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

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49. REMEDIES

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

50. AMENDMENTS

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

51. SUBCONTRACTS

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

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

52. AGENCY'S RESPONSIBILITIES

The Agency shall:

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

53. CONTRACT DOCUMENTS

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

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

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54. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

55. NOTICE

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

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

56. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

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

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

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

2. MATERIAL GUARANTY

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

3. AWARD OF CONTRACT

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

4. EXECUTION OF CONTRACT

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

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5. **WARRANTY**

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

6. **THE CONTRACT(S)**

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

7. **INFORMATION REQUIREMENT**

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

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VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS13259-FIRE SUPPR

FIRE SUPPRESSION, SERVICE, INSPECTION, AND TESTING

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services **by Tue., March 5, 2013 (Local Time)** at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Vendors are encouraged to contact appropriate facility managers to arrange site visits.

Questions may be submitted in writing no later than Wed., Feb. 6, 2013, 4:30 p.m. local time. Send questions to Roxann.Parker@state.de.us or mail to the address below Attn: Roxann Parker. All questions will be Answered and posted on <http://bids.delaware.gov> by Fri., Feb. 15, 2013.

Proposals must be mailed to:

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

PUBLIC PROPOSAL OPENINGS

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

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

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

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Attachment 1

NO PROPOSAL REPLY FORM

**CONTRACT # GSS13259-FIRE_SUPPR CONTRACT TITLE: FIRE SUPPRESSION, SERVICE,
INSPECTION AND TESTING**

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

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

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

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Attachment 2

CONTRACT NO.: GSS13259-FIRE-SUPPR
OPENING DATE: Tue., March 5, 2013 1:00 P.M.

TITLE: FIRE SUPPRESSION SERVICE, INSPECTION AND TESTING

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

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

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

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

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
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Government Support Services

Attachment 4
CONTRACT NO. **GSS13259-FIRE_SUPPR**
FIRE SUPPRESSION SERVICE, INSPECTION, AND TESTING

PROPOSAL REPLY SECTION
COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Please explain the qualifications and experience of persons that will be assigned to the project.

2.	Explain the company background, experience, resources, reputation, financial resources and years in the Fire suppression, service, inspection, and testing business.

3.	Provide your methodology, work plan, and time line for providing the required service.

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Attachment 6

**CONTRACT NO. GSS13259-FIRE_SUPPR
FIRE SUPPRESSION SERVICE, INSPECTION, AND TESTING**

Business References

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

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

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

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

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

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

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Attachment 7

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS13259-FIRE_SUPPR	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

STATE OF DELAWARE
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Attachment 9

State of Delaware																				
Subcontracting (2nd tier) Quarterly Report																				
Prime Name:						Report Start Date:														
Contract Name/Number						Report End Date:														
Contact Name:						Today's Date:														
Contact Phone:						*Minimum Required			Requested detail											
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name*	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontrac tor UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Number	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d			

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

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Attachment 10

State of Delaware

**Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:
<http://www.gss.omb.delaware.gov/osd/certify.shtml>



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**APPENDIX A
SCOPE OF WORK**

1. Vendors and technicians must be in compliance with current National Fire Protection Association (NFPA) standards and State Fire Marshal Codes.
2. Vendors may offer additional Services and must indicate those services along with pricing in their proposal.

I. Fire Alarm Systems

Awarded vendors will be required to perform the following services:

- a. Inspect installed equipment, including complete testing of all smoke detectors and pull stations;
- b. Inspect fuses, lamps, LED's, control equipment;
- c. Provide State with test report following each quarterly service;
- d. Provide a 24 hour UL station for monitoring alarm stations; and
- e. Provide backup communication using a radio, cell phone, etc.

**Some facilities may not accommodate one inspection per year for all fire alarm systems. This will require the vendor to service a portion of the alarm system each quarter until all systems have been inspected throughout the course the year.

II. Fire Sprinkler Systems

Awarded vendors will be required to perform the following services:

- a. Inspect installed equipment, including alarm devices, hose connections, hose racks, and fire department connections; and
- b. Ensure all facilities are in compliance with all existing rules and regulations.

III. Ansul Fire Suppression Systems

Awarded vendors will be required to perform the following services:

- a. Ensure that systems are constantly operational for the protection of the kitchen and the safety of all culinary workers; and
- b. Ensure that the facilities are in compliance with all existing rules and regulations.

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IV. Fire Extinguisher Service

Service will include, but is not limited to:

- a. Hydrostatic testing of carbon dioxide, wet chemical, and foam fire extinguishers on an as-needed basis;
- b. Vendors will provide users with a receipt for all services performed; and
- c. Fire inspection tags will be attached to all inspected fire extinguishers.

During servicing of existing fire extinguishers, vendors may not remove extinguishers from any occupied building for a longer period of time than it takes to recharge or repair the extinguishers.

Vendors must adhere to the following process for the safety of the staff and/or public when extinguishers are being replaced:

Replace existing extinguisher with an extinguisher that is of the same size and type temporarily while servicing the extinguisher; and

Return the serviced extinguisher to its original location and remove the temporary replacement. It is acceptable to replace the next extinguisher to be serviced at the next location with the newly serviced extinguisher, provided it is of the same size and type, and it may be mounted properly.

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SPECIFICATIONS FOR STATE BUILDINGS
TECHNICAL STAFF REQUIRED AND SERVICES TO BE RENDERED

1. **TECHNICAL STAFF**

- A. The contractor shall be responsible for complying with all State and Federal inspection codes and standards relating to smoke detectors, fire alarms, sprinklers, range hoods and portable fire extinguishers. The following is a list of special codes:
 - 1. Sprinkler Systems - NFPA#13, NFPA#25 and State Fire Commission regulations and other local authorities having jurisdiction.
 - 2. Fire Alarm per Delaware Fire Prevention Regulation, Part 3, Section 1-4, 5.1, and NFPA#72 and State Fire Commission regulations and any other local authorities having jurisdiction.
 - 3. Portable Fire Extinguishers – NFPA #10 and State Fire Commission regulations and other local authorities having jurisdiction.
 - 4. Hood and Vent Systems – NFPA #17 and 17A and State Fire Commission regulations and other local authorities having jurisdiction.
- B. Each bidder (or designated subcontractor) must be licensed with the Delaware State Fire Marshall's Office in accordance with the most recently adopted Delaware State Fire Prevention Regulation. Certification of license shall be submitted with your proposal.
- C. Contractor is responsible for obtaining any work permit or license for work performed in any City having jurisdiction.
- D. Contractor is responsible for meeting all codes and regulations for work performed in the City having jurisdiction.
- E. All detectors that are not currently numbered must be numbered according to the Office of State Fire Marshall's regulations.
- F. The contractor shall submit a testing schedule for all the buildings thirty (30) days after award of the contract. The first testing shall be completed prior to July 31, 2013, and the second testing completed prior to Dec. 31, 2013. The vendor shall not deviate from the testing schedule without prior approval from the state.

2. **SERVICES TO BE RENDERED**

- A. Systems to be serviced
 - 1. Smoke detector and fire alarm
 - 2. Sprinkler system
 - 3. Range Hoods
 - 4. Portable Fire Extinguishers

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SPECIFICATIONS FOR STATE BUILDINGS

B. SCHEDULED INSPECTION AND TESTING

1. The contractor will perform inspections, testing and calibration of all equipment to include peripheral equipment as required by the regulations stated herein.
2. It is the responsibility of the contractor to have someone remain at the Fire Alarm Panel during testing. Contractor will be provided a key and an escort if necessary.
3. Equipment found to be operating improperly will be documented and brought to the attention of the Maintenance Superintendent of the facility and corrected, **if approved.**
4. Inspection and testing shall be scheduled with a minimum of ten (10) days notice to assure a coordinated effort with the facility.
5. All quarterly inspections must be completed in a five (5) day period per facility.
6. Inspection and testing of NCC Courthouse, Carvel Building, and 900 King St. in Wilmington shall be scheduled on **weekends only** and must be arranged with the facility manager.
7. Inspection shall be submitted in such form as the State Fire Marshall shall prescribe.

Inspection and Maintenance Tag: An inspection and maintenance tag shall be affixed to the face of the system's main control after each completed inspection or test. The inspection and maintenance tag shall indicate the following:

- a. Location or identification of system;
 - b. Name, address, telephone number and license number of the fire alarm signaling/suppression systems company;
 - c. Date of inspection or maintenance visit;
 - d. Name and certificate number of employee responsible for the inspection or maintenance visit;
8. The first year of the contract will consist of sensitivity testing and the second year will consist of function testing.
 9. The contractor shall send or dispatch **ONLY** qualified/certified technicians to perform the inspections, repairs, or installations. The facilities shall not be billed for service calls where it is found that the repairs were not made due to incompetent technicians.

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SPECIFICATIONS FOR STATE BUILDINGS

C. **REPAIRS**

The scope of work for this contract does not include repairs. **If** the facility requests the Contractor to make minor repairs, paragraph "E" and "F", shall apply. The state of Delaware reserves the right to solicit competitive prices for any and all repair services or additional equipment. Additionally, repairs are not guaranteed to the Contractor. The decision on repairs will be determined by each Facility and must be approved before Contractor begins work.

D. **UNSCHEDULED SERVICE**

The cost of unscheduled service at other than normal working hours (8:00 a.m. – 4:30 p.m.) shall be the responsibility of the facility; however the contractor shall supply a rate structure for the cost as part of this proposal. The contractor shall provide a 24-hour answering service and assure a response time not to exceed 8 hours.

E. **PARTS**

The contractor shall maintain an adequate inventory of necessary and customary parts in their service vehicles to make repairs on the initial visit in order to keep return visits to a minimum. Replacement parts in excess of \$5.00 are not included as part of the agreement. Under **No** Circumstance shall billable parts be replaced without proper authorization.

F. **TRAVEL TIME**

Travel time and expenses are to be included in pricing as an integral part of the service and not billed separately.

G. **CONTACTS**

The contractor shall leave one copy of the inspection report with the following individuals. The contractor shall also invoice quarterly, and send the invoices to them.

NEW CASTLE COUNTY

Mr. Ron Dinlocker
Div. of Facilities Mgmt.
Carvel State Office Bldg.
820 N. French Street
Wilmington, DE 19801
(302) 577-8195

KENT COUNTY

Mr. William Gibbons
Div. of Facilities Mgmt.
Thomas Collins Bldg.
540 S. DuPont Hwy.
Dover, DE 19901
(302) 739-5644

SUSSEX COUNTY

Mr. Don Gerardi
Div. of Facilities Mgmt
23708 Shortly Rd
Georgetown, DE 19947
(302) 856-5817

Appendix C contains location and device listings for this contract. This list is compiled from information provided at the time of the solicitation. To obtain information that is not included in this document or the Appendix C please contact the appropriate facility manager. A site visit may be beneficial.

STATE OF DELAWARE
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SPECIFICATIONS FOR STATE BUILDINGS

H. **CONTRACTOR QUALIFICATIONS**

The contractor shall possess a Class 1 license. Offerors shall provide a copy of license with their proposal.

The State of Delaware may make such investigation as it deems necessary to determine the ability of the Contractor to furnish the required services, and the contractor shall furnish to the State such data as the State may request for this purpose. The State reserves the right to reject any offer if evidence submitted by or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver the services requested.

SECURITY REQUIREMENTS

I. **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 call-in issued prior to starting work under this contract. The contractor is responsible for providing these items.

J. **SECURITY PROCEDURE**

The vendor is responsible to assure only qualified personnel are utilized, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks, State of Delaware's State Bureau of Identification, including criminal background checks on all applicants prior to filling any State of Delaware position. When required, Vendor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code, Section 708; and 11 Del. Code, Sections 8563 and 8564. Vendor shall not employ individuals with adverse registry findings in the performance of this contract. Upon request of the State agency, the vendor must furnish related test scores/resumes and proof of background check of temporary personnel who are scheduled for interviews upon request of the State. All costs associated with skills and background verification are to be paid by the vendor.

Employees requiring fingerprinting are 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.

Delaware State Police
State Bureau of Identification
Blue Hen Corporate Center US Rt 13 N. DuPont Hwy
Phone: (302) 672-5319

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Office of Management and Budget
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Fingerprinting cards and data will be forwarded by the respective Delaware State Police Troops to the address above. State Police Headquarters will forward the criminal history report to the applicant. The applicant is responsible for forwarding their report to the contractor, who in turn shall forward the report to:

Capitol Police
150 E. Water Street
P.O. Box 1401
Dover, Delaware 19903
Attn: Chief William Jopp
Phone: (302) 744-4380

Capitol Police will evaluate the criminal history report for eligibility for employment under this contract, then notify the Division of Facilities Management of acceptable and unacceptable persons. The Director, or designee of the Division 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 approximately 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. The names of all new hires must be reported to the Office of Facilities Management. Employees must have photo identification.

A complete list of all employees must be provided to Facilities Management on a monthly basis. List should be faxed to 739-6148 or 739-3037 for Kent County, 856-5984 for Sussex County, and 577-2773 for New Castle County.

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SECTION 2 - SPECIFICATIONS FOR HOSPITALS

A. TECHNICAL STAFF REQUIRED AND SERVICES TO BE RENDERED

1. TECHNICAL STAFF

A. The contractor shall be responsible for complying with all State and Federal inspection codes and standards relating to smoke detectors, fire alarms, sprinklers, range hoods and portable fire extinguishers. The following is a list of special codes:

1. Sprinkler Systems - NFPA#13, NFPA#25 and State Fire Commission regulations and other local authorities having jurisdiction.
2. Grease Exhaust Systems (Kitchen) - NFPA#96, NFPA#10, NFPA#12, NFPA#17, NFPA#17A and State Fire Commission regulations and other local authorities having jurisdiction.
3. Fire Alarm per Delaware Fire Prevention Regulation, Part 3, Section 1-4, 5.1, and NFPA#72 and State Fire Commission regulations and any other local authorities having jurisdiction.
4. Portable Fire Extinguishers – NFPA #10 and State Fire Commission regulations and other local authorities having jurisdiction.

B. Each bidder (or designated subcontractor) must be licensed with the Delaware State Fire Marshall's Office in accordance with the most recently adopted Delaware State Fire Prevention Regulation.

C. Contractor is responsible for obtaining any work permit or license for work performed in any City having jurisdiction.

D. Contractor is responsible for meeting all codes and regulations for work performed in the City having jurisdiction.

E. All detectors that are not currently numbered must be numbered according to the Office of State Fire Marshall's regulations.

F. The contractor shall submit a testing schedule for all buildings thirty (30) days after award of the contract. The first testing shall be completed prior to July 31, 2013, and the second testing completed prior to December 31, 2013. The vendor shall not deviate from the testing schedule without prior approval from the state.

2. SERVICES TO BE RENDERED

- A. Systems to be serviced
1. Smoke detector and fire alarm
 2. Sprinkler
 3. Range Hood
 4. Portable Fire Extinguishers

SECTION 2 - SPECIFICATIONS FOR HOSPITALS

B. SCHEDULED INSPECTION AND TESTING

1. The contractor will perform inspections, testing and calibration of all equipment to include peripheral equipment as required by the regulations stated herein.
2. It is the responsibility of the contractor to have someone sit at the Fire Alarm Panel during testing. You will be provided a key and an escort if necessary.
3. Equipment found to be operating improperly will be documented and brought to the attention of the Maintenance Superintendent of the facility and corrected, **if approved.**
4. Inspection and testing shall be scheduled with a minimum of three (3) days notice to assure a coordinated effort with the facility.
5. All quarterly inspections must be completed in a five (5) day period per facility.
6. Inspection shall be submitted in such form, as the State Fire Marshall shall prescribe.

Inspection and Maintenance Tag: An inspection and maintenance tag shall be affixed to the face of the system's main control after each completed inspection or test. The inspection and maintenance tag shall indicate the following:

- a. Location or identification of system;
 - b. Name, address, telephone number and license number of the fire alarm signaling/suppression systems company;
 - c. Date of inspection or maintenance visit;
 - d. Name and certificate number of employee responsible for the inspection or maintenance visit;
7. The first year of the contract will consist of sensitivity testing and the second year will consist of function testing.
 8. The contractor shall send or dispatch **ONLY** qualified/certified technicians to perform the inspections, repairs, or installations. The hospitals shall not be billed for service calls where it is found that the repairs were not made due to incompetent technicians.

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SECTION 2 – SPECIFICATIONS FOR HOSPITALS

C **REPAIRS**

The scope of work for this contract does not include repairs. **If** the facility requests the Contractor to make minor repairs, paragraph "E" and "F", shall apply.

The state of Delaware reserves the right to solicit competitive prices for any and all repair services or additional equipment. Additionally, repairs are not guaranteed to the Contractor. The decision on repairs will be determined by each Facility and must be approved before the contractor begins work.

D. **UNSCHEDULED SERVICE**

The cost of unscheduled service at other than normal working hours shall be the responsibility of the facility; however the contractor shall supply a rate structure for the cost as part of this bid.

The contractor shall provide a 24-hour answering service and assure a response time not to exceed 8 hours.

E. **PARTS**

The contractor shall maintain an adequate inventory of necessary and customary parts in their service vehicles to make repairs on the initial visit in order to keep return visits to a minimum.

Replacement parts in excess of \$5.00 are not included as part of the agreement. Under **No** Circumstance shall billable parts be replaced without proper authorization.

The contractor shall inform the hospitals when repairs will be lengthy, due to unavailability of parts. If possible, get a letter from the manufacturer. See #G for contact information.

F. **TRAVEL TIME**

Travel time and expenses are to be included as an integral part of the service and not billed separately.

G. **CONTACTS**

The contractor shall leave one copy of the inspection report with the following individuals.

Emily P. Bissell Hospital –Mike Topolaski (302) 995-8400 ext. 8403
Governor Bacon Health Center – William Yowell/Gwen Walker (302) 836-2550
Delaware Hospital F/T Chronically III – Rodney Holderbaum/Ike Henry – (302) 653-8556
Herman Holloway/DPC-Elliott Tatum/ Tim Read (302) 255-9325

Appendix C contains location and device listings for this contract. This list is compiled from information provided at the time of the solicitation. To obtain information that is not included in this document or the Appendix C please contact the appropriate facility manager. A site visit may be beneficial.

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SECTION 2 - SPECIFICATIONS FOR HOSPITALS

H. CONTRACTOR QUALIFICATIONS

1. The contractor shall possess a Class 1 license. Offers shall submit a copy of license with their proposal.
2. The State of Delaware may make such investigation as it deems necessary to determine the ability of the Contractor to furnish the required services, and the contractor shall furnish to the State such data as the State may request for this purpose. The State reserves the right to reject any offer if evidence submitted by or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver the services requested.

I. TESTING SCHEDULE

The successful contractor shall submit a testing schedule for all of three (3) facilities within thirty (30) days after award of Contract.

J. HOOD CLEANING SCHEDULE

The hood-cleaning schedule is as follows:

DE Hospital for the chronically Ill	After 7:00 p.m. – Cleaning shall be semi-annual (twice per year)
Governor Bacon Health Center	After 6:00 p.m. - Cleaning shall be semi-annual (twice per year)
Emily P. Bissell Hospital	After 7:00 p.m. – Cleaning shall be semi-annual (twice per year)

K. QUOTES

If repairs to the fire alarm or sprinkler systems are required, the contractor shall provide quotes within three days and send a copy to:

Office of the State Fire Marshall
1537 Chestnut Grove Road
Dover, DE 19904-9610
Fax: (302) 739-3696

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SECTION 2 - SPECIFICATIONS FOR HOPSITALS

**DELAWARE HOSPITAL F/T CHRONICALLY ILL
100 Sunnyside Road
Smyrna, DE 19977**

<i>EQUIPMENT DESCRIPTION</i>	<i>QUANTITY</i>
Area Smoke Detector	505
Duct Smoke Detector	13
Manual Pull Station	40
Heat Detector	79
Alarm Bell	79
Remote Annunciator	8
Sprinkler System Control Valve System	9
Storage Battery	20
Fire Alarm Control Panel	13
Range Hood Systems	2
Edwards 4-Zone Air Handler Panel	1
Audio Visual Devices	148
Tamper Switches	4
Water Flow Switches	4
Door Holders	47
Stairwell Stand Pipes	13

**GOVERNOR BACON HEALTH CENTER
Delaware City, DE 19706**

<i>EQUIPMENT DESCRIPTION</i>	<i>QUANTITY</i>
Simplex Fire Alarm Control Panel	2
16 Zone Annunciator	4
16 Zone Annunciator	1
24 VDC Photoelectric Detector	58
Remote Flashing Lights	28
4 VAC Horns	10
Manual Pull Stations	15
197 degree heat Detectors	2
Water Flow Switch	1
Tamper Switch	1
Control Switch	1
Photoelectric Smoke Detector	15
Heat Detectors	2
Manual Stations	6
Water Flow Switch	1
Tamper Switch	1
Signaling Devices	7
Range Hood System	1

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SECTION 2 – SPECIFICATIONS FOR HOSPITALS

**EMILY P. BISSELL HOSPITAL
3000 Newport Gap Pike
Wilmington, DE 19808**

EQUIPMENT DESCRIPTION	QUANTITY
Pull Stations	35
Heat Detectors	18
Smoke Detectors	161
Duct Smoke Detectors	14
Horns	25
Annunciators	2
Visual Signals	25
Water Flow Switch	3
Range Hood System	1
Tamper Switches	4
Fire Alarm Control Panel	3
Fire Door Holders	30

**Herman Holloway Campus
1901 N. Dupont Highway
New Castle, DE 19720**

- 1. Kent & Sussex Hospital**
- 2. Jane E. Mitchell Forensics**

NOTE: ALL DEVICES ARE ON APPENDIX C, BUILDING EQUIPMENT LIST.

SECTION 3 - SPECIFICATIONS FOR DOC

I. ADDITIONAL DOC SECURITY REQUIREMENTS AND PROCEDURES

1. REQUIREMENTS

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

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the Food Service Director including their name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to within the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. Proper construction clothing is required. Short pants are not permitted.
- e. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
- f. Contractor is also advised that only limited movement will be permitted while inside the compound.
- g. Contractors are requested to notify the Director of custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- h. Completion of background check, Security Clearance Application, is required for all employees who will be working in any DOC facility (see next page for Security Clearance Application).

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

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

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

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

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

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

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

CITY/STATE OFFENSE OCCURRED: _____ DATE: _____

COUNTRY (IF OTHER THAN USA): _____

OFFENSE: _____ SENTENCE: _____

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

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

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

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

REASON FOR CLEARANCE: _____ DATE OF ACTIVITY: _____

PLEASE READ AND SIGN:

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

SIGNATURE: _____ DATE: _____

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

DELAWARE WANTS/WARRANTS: _____ DELAWARE CRIMINAL HISTORY: _____

NCIC WANTS/WARRANTS: _____ NCIC CRIMINAL HISTORY: _____

DELJIS/NCIC INVESTIGATOR: _____

SIGNATURE: _____ DATE: _____

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

Signature: _____ Date: _____

SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS

3. CONTRABAND/TOOL CONTROL

- a. Title 11, Section 1256 of the Delaware Code specifies that,

"A person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.
- b. No one may introduce into or possess on the grounds of any institution of any of the following, which are considered to be contraband except as noted.
 1. Any intoxicating beverage.
 2. Tobacco or paraphernalia
 3. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
 4. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
 5. Any instrument that may be used as an aid in attempting an escape.
 6. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
 7. An article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c. In addition to above, no inmate may possess:
 1. Any tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
 2. Money.
 3. Inmates are not permitted to franchise with the public or contractors.
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the Institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the facility. At entry control point's vehicles and personnel will be searched, to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.
- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification of tools can be determined according to the following categories.

SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

1. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
 - a. Diamond-point drills
 - b. Ice picks
 - c. Hones and sharpening stock.
 - d. Metal cutters, blades
 - e. Bolt cutters
 - f. Cleaners
 - g. Cutting torches
 - h. Electric drills, portable
 - i. Electric bench and portable grinders
 - j. Files
 - k. Gear pullers
 - l. Diamond point and regular hacksaw blades.
- f. Lost or stolen tools must be reported to security of the Department of Correction.
- g. Broken saw blades must be removed from the property (not left or discarded on site.)

4. GENERAL REQUIREMENTS

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

SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

5. SPECIAL REQUIREMENTS

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

6. SITE SECURITY

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

1. Photo Identification Card

- a. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:

- 1.Name;
- 2.Date of Birth;
- 3.Badge or ID Number;
- 4.Address

- b. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collect at the end of the day and returned to the Main Gate.

2. Assigning Men to the Site

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

SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

3. Tools and Materials

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

4. Prison Records

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

5. Workmen Lunch Area/Searches

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

6. Prohibited Items

- a. The following items are prohibited from being brought onto the prison grounds and construction site:
 - 1. Alcoholic beverages and drugs;
 - 2. Tobacco Products
 - 3. Explosive and firearms.

SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS(continued)

7. Working Dress and Workmen

a. Workmen will maintain proper attire while working at the institution.

8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.

9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.

10. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.

11. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.). Also no affectionate or intimate behavior between official visitors and inmates is permitted.

12. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.

13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.

14. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.

15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or prison personnel is strictly prohibited.

16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.

17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.

18. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.

SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

19. Tools and Equipment Safety

- a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
- b. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, signals, alarm boxes, etc.) at all times.
- c. Powder Actuated Tools: Comply with Owner's Maintenance Superintendent direction for control of powder used and stored.

20. Construction Personnel Vehicle Parking

- a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
- b. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

SECTION 3 - SERVICE SPECIFICATIONS FOR DOC

At the time of each servicing, a written report in triplicate shall be submitted to the using activity, which will include:

- 1. Name and address of agency or activity.
- 2. Date of Call.

The successful vendor must provide a Technical Service Representative who must be able to respond within 24 hours after a call (out of town calls will be made collect).

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SECTION 3 - SPECIFICATIONS FOR DOC

J. HOOD CLEANING SCHEDULE:

The hood-cleaning schedule is as follows:

Delaware Correctional Center (DCC) Main Kitchen	After 7:00 p.m. – Cleaning shall be semi-annual (twice per year)
Infirmery (Located at the Delaware Correctional Center)	After 7:00 p.m. - Cleaning shall be annually (once per year)
MHU (Located at the Delaware Correctional Center)	After 7:00 p.m. – Cleaning shall be annually (once per year)
SHU (Located at the Delaware Correctional Center)	After 7:00 p.m. – Cleaning shall be annually (once per year)
Morris Community Correctional Center (MCCC)	After 6:00 p.m. – Cleaning shall be annually (once per year)
Sussex Correctional Institution (SCI)	After 7:00 p.m. – Cleaning shall be semi-annual (twice per year)
Sussex Work Release Center (SWRC)	After 7:00 p.m. – Cleaning shall be annually (once per year)
Howard Robert Young Correctional Institution (HRYCI)	After 7:00 p.m. – Cleaning shall be semi-annual (twice per year)
Delores J. Baylor Women’s Correctional Institution (BWCI)	After 7:00 p.m. – Cleaning shall be semi-annual (twice per year)
Plummer Community Correctional Center (PCCC)	After 7:00 p.m. – Cleaning shall be annually (once per year)
John L. Webb Correctional Facility (WCF)	After 6:00 p.m. – Cleaning shall be annually (once per year)

Delaware Correctional Center
1181 Paddock Road
Smyrna, DE 19977

EQUIPMENT DESCRIPTION	QUANTITY
Main Kitchen Range Hood Systems	3
Infirmery Range Hood Systems	1
MHU Range Hood Systems	2
SHU Range Hood Systems	1

Morris Community Correctional Center
300 Water Street
Dover, DE 19901

EQUIPMENT DESCRIPTION	QUANTITY
Kitchen Range Hood Systems	1

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Sussex Correctional Institution
P.O. Box 500
Georgetown, DE 19947

EQUIPMENT DESCRIPTION	QUANTITY
Kitchen Range Hood Systems	2

Sussex Work Release Center
Route 6, Box 700
Georgetown, DE 19947

EQUIPMENT DESCRIPTION	QUANTITY
Kitchen Range Hood Systems	1

Howard Robert Young Correctional Institution
1301 E. 12th Street
Wilmington, DE 19801

EQUIPMENT DESCRIPTION	QUANTITY
Kitchen Range Hood Systems	1

Delores J. Baylor Women's Correctional Institution
660 Baylor Boulevard
New Castle, DE 19720

EQUIPMENT DESCRIPTION	QUANTITY
Kitchen Range Hood Systems	1

Plummer Community Correctional Center
38 Todds Lane
Wilmington, DE 19802

EQUIPMENT DESCRIPTION	QUANTITY
Kitchen Range Hood Systems	1

John L. Webb Correctional Facility
200 Greenbank Road
Wilmington, DE 19808

EQUIPMENT DESCRIPTION	QUANTITY
Kitchen Range Hood Systems	1

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SECTION 3 - SPECIFICATIONS FOR DOC

INSTITUTION ADDRESSES	MISC. INFORMATION (A.K.A.)	CONTACT INFORMATION
Delaware Department of Corrections Administrative Building- Food Services 245 McKee Road Dover, DE 19904	Admin. Billing	Michael Knight 302-857-5313 FAX 302-739-8219 Vicky Kendall 302-857-5343
Delaware Correctional Center 1181 Paddock Road Smyrna, DE 19977	DCC MAIN KIT. INF MHU SHU	Christopher Senato 302-659-6622 FAX 302-659-6624
Morris Community Correctional Center 300 Water Street Dover, DE 19901	MCCC	Christopher Senato 302-659-6622 FAX 302-659-6624
Sussex Correctional Institution P.O. Box 500 Georgetown, DE 19947	SCI	Deborah Melvin 302-856-5282 (5320) FAX 302-856-5185
Sussex Work Release Center Route 6, Box 700 Georgetown, DE 19947	SWRC	Deborah Melvin 302-856-5282 (5320) FAX 302-856-5185
Howard Robert Young Correctional Institution 1301 E. 12 th Street Wilmington, DE 19801	HRYCI	Paul Downing 302-429-7758 FAX 302-429-7193
Delores J. Baylor Women's Correctional Institution 660 Baylor Boulevard New Castle, DE 19720	BWCI	Emanuel Walker 302-577-3004 FAX 302-577-5833
Plummer Community Correctional Center 38 Todds Lane Wilmington, DE 19802	PCCC	Emanuel Walker 302-577-3004 FAX 302-577-5833
John L. Webb Correctional Facility 200 Greenbank Road Wilmington, DE 19808	WEBB	Emanuel Walker 302-577-3004 FAX 302-577-5833

Appendix C contains location and device listings for this contract. This list is compiled from information provided at the time of the solicitation. To obtain information that is not included in this document or the Appendix C please contact the appropriate facility manager. A site visit may be beneficial.