



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 26, 2013

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4555

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS13259-FIRE_SUPPR
FIRE SUPPRESSION SERVICES, INSPECTION AND TESTING

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government 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, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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The contractor's contract shall be valid for a one (1) year period from May 1, 2013 through April 30, 2014. The contract may be renewed for four (4) additional one (1) year period through negotiation between the contractor 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 (3) months after the term of the full contract has been completed.

3. VENDOR

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Wayman Fire Protection, Inc.
403 Meco Drive
Wilmington, DE 19804
Contact: John Smith
Phone: 302-994-5757
Fax: 302-994-5750
Email: J.Smith@waymanfireprotection.com
FSF#: 0000025009

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. PRICING

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Prices will remain firm for the term of the initial contract year. All pricing can be found on the Award Notice Pricing Spreadsheet.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

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

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. **The contractor offers a value-added discount of 5% off invoices paid within thirty (30) days.**

8. PRODUCT SUBSTITUTION

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

9. ORDERING PROCEDURE

Successful contractors 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. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. REQUIREMENTS

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

11. HOLD HARMLESS

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

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this 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 contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE

Neither the contractor 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.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible.
<http://gss.omb.delaware.gov/divisionwide/forms.shtml>

SCOPE OF WORK

1. Vendor and technicians must be in compliance with current National Fire Protection Association (NFPA) standards and State Fire Marshal Codes.
2. Vendor may offer additional Services but must submit quotes to facility manager and receive approval before commencing work.

I. Fire Alarm Systems

Vendor is 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;

**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

Vendor is 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

Vendor is 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.

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. Vendor will provide users with a receipt for all services performed; and

Fire Extinguisher Service (continued)

- c. Fire inspection tags will be attached to all inspected fire extinguishers.

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

Vendor 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.

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 vendor (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 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

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;

SCHEDULED INSPECTION AND TESTING (continued)

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.

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. Art Cohen
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

H. **CONTRACTOR QUALIFICATIONS**

The contractor shall possess a Class 1 license. 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

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

SECURITY PROCEDURES (continued)

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.

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 vendor (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

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.

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

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

SECTION 2 - SPECIFICATIONS FOR HOPSITALS

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

EQUIPMENT DESCRIPTION	QUANTITY
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**

EQUIPMENT DESCRIPTION	QUANTITY
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

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**

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).

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).

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

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

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