

State of Delaware
EMERGENCY STANDBY MATERIALS AND
SERVICES

Request for Proposal

Contract No. GSS14565-EMERG_MATL

May 5, 2014

***- Deadline to Respond –
Tue., June 10, 2014
1:00 p.m. Local Time***

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: May 5, 2014

CONTRACT NO. GSS14565-EMERG_MATL

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for **EMERGENCY STANDBY MATERIALS AND SERVICES**. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS14565-EMERG_MATL

- 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. Attachment 11 – Bond Form – BOND HAS BEEN WAIVED~~
 - l. Attachment 12 – Proposal Reply Requirements
 - m. Appendix A – Scope of Work details
 - n. Appendix B – Pricing Form(s) and Instructions (if applicable)

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. June 10, 2014 1:00 p.m.** (Local Time) to be considered.

Proposals must be mailed to:

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

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

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I. INTRODUCTION

A. PURPOSE

- I. The purpose of this Request for Proposal is to obtain sealed proposals to establish an Emergency Standby Material and Services Contract with a vendor(s) who can provide indefinite delivery contracts through competitive negotiations. These contracts are intended to be activated in preparation for, or in response to, emergencies or disasters. The intent of the awarded contract is for vendors to provide additional goods, services and personnel resources when not available through other sources. The Delaware Emergency Management Agency (DEMA), along with various other state agencies, may require additional resources to help support the operation of Commodity Points of Distribution sites (PODs), Community Shelters, and Emergency Worker Base Camps. These resources could include supplemental food, water, or modes of transportation for evacuation support and waste and debris management services. It is critical that these support operations are up and operating as soon as possible once a need has been identified. This Request for Proposal includes seven (7) sections. Vendors may submit proposals for one section, part of one section, or all sections, depending on capabilities. It is the goal of this Request for Proposal to identify a Vendor(s) and execute contracts to implement Emergency Standby Material & Services as stated above, in the event additional resources are required. Proposers are also encouraged to provide any other goods or services in Section seven (7) they feel the State would require to support the scope of work listed in sections I through VI.

Section I: This section covers the requirements for the Points of Distribution (POD's) including food, equipment, materials, and human resources to establish and operate them. POD's are established to support displaced populations. The requirements are based on supporting a daily population of 5,000; 10,000; and 20,000 per day. This section also includes the requirements for bathrooms, along with trash removal and disposal. **[See Appendix B, Tab 1].**

Section II: Shelter supplies and services, including medical equipment and supplies, baby food, and other requirements to support general populations, people with non-acute medical needs, unattended children, and companion animals within the designated community shelters. It also includes backup emergency generator and HVAC requirements. **[See Appendix B, Tabs 2-5].**

Section III: This section lists transportation requirements to support the evacuation of people and animals along with equipment and vehicle requirements. **[See Appendix B, Tab 6]**

Section IV: This section covers equipment, supplies and personnel for debris removal and disposal. **[See Appendix B, Tab 7]**

Section V: This section covers requirements for emergency worker base camps and other type support packages. **[See Appendix B, Pricing Tab 8]**

Section VI: This section covers waste management requirements to remove and dispose of the various types of waste from Community Shelters. **[See Appendix B, Tab 9]**

Section VII: This section covers any other material, equipment, and human resources not listed in sections I through VI that could support those operations listed in the Statement of Needs. **[See Appendix B, Tab 10]**

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It is the goal of this Request for Proposal to identify Vendors and execute contracts to implement Emergency Standby Material & Services as stated above, in the event that one or more State Agencies, counties, or municipalities require supplemental resources once local resources have been exhausted.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by the 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 cover supplemental Emergency Materials and Services requirements for the State of Delaware.

3. MULTIPLE SOURCE AWARD

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

- The response time capability.
- Ability to select an alternative supplier based on federal and/or state agency budget constraints.

4. CONTRACT PERIOD

Each Vendor's contract shall be valid for a one (1) year period from October 15, 2014 through October 14, 2015. 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.

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1. 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	Monday, May 5, 2014
Written Questions Due No Later Than (NLT)	Friday, May 16, 2014 4:00 p.m. local time
Written Answers Due/Posted to Website NLT	Thurs., May 29, 2014
Proposals Due NLT	Tue., June 10, 2014 1:00 p.m. local time
Public Proposal Opening	Tue., June 10, 2014 1:00 p.m. local time
Proposal Evaluation/Presentations as required	To be determined
Vendor Best & Final Discussions, as required	To be determined
Contract Award	Will occur within 90 days of bid opening

2. 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 **Friday, May 16, 2014**. All questions will be answered in writing by **Thurs., May 29, 2014** 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.

3. 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 Parker
Government Support Services
Contracting Section
100 Enterprise Place Suite 4 Dover, DE 19904-8202
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.

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4. 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.

1. SCOPE OF WORK

A. OVERVIEW

The vendor(s) shall provide equipment, materials and labor resources to supplement the State of Delaware's need for Emergency Standby Materials and Services 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. BACKGROUND

The State of Delaware works closely with Federal Agencies such as the Federal Emergency Management Agency (FEMA), County Emergency Management Agencies and local municipalities to ensure comprehensive, efficient, and effective response plans and procedures are in place to support pre-event and post-event responses to various natural or man-made events and disasters that can be local or statewide in scope. The requirements listed in this Request for Proposal are critical in supporting such events when local needs have been exhausted.

C. STATEMENT OF NEEDS

Depending on the nature and scope of the event, the State of Delaware could require additional goods and services if local resources should become unavailable. In such cases, Vendors would need to provide additional support in terms of materials and services to support existing State of Delaware disaster and emergency response plans. This Request for Proposal includes requirements covering a wide range of resources to support these plans. The scope of required services could include shipping and logistics management, shelter management, Points of Distribution (PODs) operation, security services, base camp management, debris and waste removal and disposal management, transportation services, project management, personnel procurement, to include personnel who have the appropriate NIMS/ICS training in accordance with the NIMS five-year training plan in effect at the time they are deployed under the terms of the contract. The NIMS five-year training plan can be reviewed at www.fema.gov/library/viewRecord.do?id=2962.

D. DETAILED REQUIREMENTS

The detailed requirements of this RFP are stated in Appendix A. Vendors must provide pricing only for those goods or services listed in Appendix B, Tabs 2 and 7. However, pricing and applicable response times are both required in Excel Spreadsheet Appendix B, Tabs 1, 3, 4, 5, 6, 8, and 9. Failure to provide response times for these sections could render the Request for Proposal as unresponsive.

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2. 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 eight (8) electronic copies on CDs, DVD media disks, or USB memory sticks. The paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. CDs, DVD media disks, or USB memory sticks 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., June 10, 2014**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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Office of Management and Budget
Government Support Services

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

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address **no later than 1:00 PM (Local Time) on Tue., June 10, 2014**. 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

All prices, other than that for fuel, quoted in the proposal shall remain fixed and binding on the bidder at least through October 14, 2015. 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 REQUEST FOR PROPOSAL (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.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for “matching.” If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

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.

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

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

AA. ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Certification Application
- Attachment 11 – ~~Bond Form~~ BOND HAS BEEN WAIVED
- Attachment 12 – Proposal Reply Requirements
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions (if applicable)

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3. 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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Attn: Roxann Parker
100 Enterprise Place Suite 4
Dover, DE 19904-8202

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

C. PROPOSAL EVALUATION COMMITTEE

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

The Committee reserves the right to:

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

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Due to the scope of the contract most vendors will not be able to provide 100% of the requirements. The State must ensure the contract is awarded to enough vendors to meet these requirements. In addition, response times can be critical during an emergency.

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.

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:

- **Provide a brief history of the organization**, including accreditation status, if applicable.
- **A description of your specific plan** as to how you intend to mobilize the goods and services for the initial and restocking phases within the timeframes stated in your response. Also include your capabilities to provide maintenance support for any deployed purchased of rental equipment. This should include, if applicable, the availability of ICS-trained personnel) needed, based on the nature and scope of the incident.
- **Demonstrated experience.** Provide specific examples as to when and where you have provided similar material and services support in response to an incident.
- **A list of available resources** you have to meet the requirements you include in your proposal.
- **The geographical area you are capable of supporting** where equipment and materials are located and identified for deployment to locations in the State of Delaware.
- **Pricing** for all items bid listed in Appendix B, Tabs I-10.
- **At least three (3) references.**
- **Brief history of the subcontractors of the organization**, if applicable. At least three (3) references of subcontractors, if applicable.

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D. CRITERIA AND SCORING

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Proposed Methodology/Approach.	20%	70
2.	Demonstrated experience providing equipment and services of comparable specifications and scope.	9%	30
3.	The initial operational response times and restocking capabilities.	46%	160
4.	The geographical area you can support within the State of Delaware.	9%	30
5.	The extent to which the offeror agrees to Delaware's basic contract terms and required provisions without seeking exception.	6%	20
5.	Price Proposal/Pricing Structure/	10%	40
	TOTAL SCORE	100%	350

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

E. BEST AND FINAL OFFERS

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

F. REFERENCES

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

G. ORAL PRESENTATIONS

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

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

4. MANDATORY PREBID MEETING

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

5. DEFINITIONS AND GENERAL PROVISIONS

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

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

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

RFP: Request for Proposal.

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.

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

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

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

2. SILENCE OF SPECIFICATIONS

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

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

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

4. PRICES QUOTED

The prices quoted, other than for fuel, are those for which goods and services 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.

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.

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

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

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

6. LAWS TO BE OBSERVED

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

7. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

8. 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.

9. 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.

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- 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.

10. 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.

11. 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.

12. 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.

13. 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 contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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

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contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”

c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

14. 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.

15. 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.

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16. PRICE ADJUSTMENT

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 one (1) 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.

17. SHIPPING TERMS

FOB Destination, freight prepaid.

18. 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.

19. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must 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 contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
- b. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
- c. 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.
and
- d. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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

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

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

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

20. 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.

21. 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:

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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.

22. 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.

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 parties.

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A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to vendorusage@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible 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 Orders 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses (VOBE) including Service Disabled Veteran Owned Businesses (SDVOBE), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) 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, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity 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.

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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 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.

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31. VENDOR RESPONSIBILITY

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

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

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

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

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

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

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

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

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

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.

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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://dia.delawareworks.com/labor-law/prevailing-wage.php> .

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 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

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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 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.

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.

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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.

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.

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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 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>.

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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

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:

Contract Administrator
Government Support Services
100 Enterprise Place Suite 4
Dover, DE 19904-8202

56. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) must provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted immediately, twenty four (24) hours a day, seven (7) days a week. The State could require the vendor (s) to quickly respond to a critical need for goods or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated May 3, 2013. In such an event, a State agency, or another governmental entity within the State of Delaware, could require the services of the vendor. The ability to quickly contact the vendor (s) could be critical to the health, welfare and safety of the citizens of the State. As a result, 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.

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2. MATERIAL GUARANTY

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

3. AWARD OF CONTRACT

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

4. EXECUTION OF CONTRACT

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

5. WARRANTY

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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PROPOSAL REPLY SECTION for CONTRACT NO. GSS14565-EMERG MATL

Emergency Standby Material and Services

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the **contract number** to the State of Delaware, Government Support Services by **Tue., June 10, 2014 1:00 p.m.** (Local Time) at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

Government Support Services
Contracting Section
Attn: Roxann Parker
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

NO PROPOSAL REPLY FORM

Contract No.: **GSS14565-EMERG_MATL** Contract Name: **Emergency Standby Material and Services**

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.: GSS14565-EMERG_MATL TITLE: Emergency Standby Material and Services
DEADLINE TO RESPOND: Tue., June 10, 2014 1:00 p.m. Local Time

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, [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 solicitation 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, [Government Support Services].

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

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
LICENSE NUMBER _____

FEDERAL E.I. NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational 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 FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Contract No.: **GSS14565-EMERG_MATL**
Contract Name: **Emergency Standby Material and Services**

COMPANY PROFILE & CAPABILITIES FORM

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.	How many years has your company been in operation?
2.	What is your company's main line of business?
3.	How many full time employees does your company have? How many on-call employees does your company have to respond to those requirements included in your proposal?
4.	What is your operational site coverage specific to the State of Delaware?

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5.	Do you have prepositioned materials or equipment? What are their locations types, and quantities?
6.	Please list specific examples including dates, locations, and the nature of the incidents for which you have provided goods and services support.
7.	Describe your capabilities to re-supply or replace equipment and/or services you already have positioned at an incident location, including response times.

Note: Add additional pages as needed.

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Attachment 6

Contract No.: **GSS14565-EMERG_MATL**
Contract Name: **Emergency Standby Material and Services**

BUSINESS REFERENCES FORM

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.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 7

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS14565-EMERG_MATL	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD 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 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned 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
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



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>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

BOND HAS BEEN WAIVED

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate Seal

Title

_____ BY

Name of Surety (Seal)

_____ (Seal)

Title

PROPOSAL REPLY REQUIREMENTS

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.
2. Vendor shall provide a detailed description of services to be provided, and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the vendor proposal.

Include catalogs or links, if that is what is asked for.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
4. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Profile and Capabilities Form (Attachment 4)
6. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.
9. One (1) complete OSD Application (see link on Attachment 10) – optional, only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

PROPOSAL REPLY REQUIREMENTS (CONT'D)

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. One (1) paper copy of the vendor proposal. Paper copy must have original signatures.
2. Eight (8) electronic copies of the vendor proposal saved in Word format to CDs or DVD media disks, or USB memory sticks. Copies of electronic price files (Appendix B) shall be included on the same electronic media, but shall be saved as a separate file and be in Excel format.

**GSS14565-EMERG_MATL
APPENDIX A
SCOPE OF WORK**

SECTION I

POINT OF DISTRIBUTION (POD) REQUIREMENTS

The Delaware National Guard, in coordination with other State Agencies, has the overall responsibility for establishing and operating Points of Distribution (PODs) that can support displaced populations as a result of a variety of events listed in the Statement of Needs. PODs are designed to support populations of 5,000, 10,000 or 20,000 per day and can be operated for short or long periods of time. Vendors are asked to provide pricing and the response times for the delivery of required resources for each POD type, to include personnel resources. Vendors may bid on all requirements listed or select items, depending on their capabilities. In addition, since total requirements are driven by the nature, scope, and duration of the incident, Vendors are asked to provide tiered pricing for Water, Ice, Meals-Ready-To-Eat (MREs), and Heater Meals. Vendors are asked to provide the applicable rental or purchase price, and hourly, daily, or weekly, or monthly rental pricing in Appendix B, Tab 1 for equipment and labor resources. In addition, pricing and times for onsite delivery are also required for ice, tarps, water, MRE's, Heater Meals, porta potties and dumpsters. Failure to provide these response times may render the Request for Proposal as unresponsive. The following pages list the types of POD's along with their locations. If you are not bidding this section, please state "**NO BID.**"

**GSS14565-EMERG_MATL
APPENDIX A
SCOPE OF WORK**

SECTION I

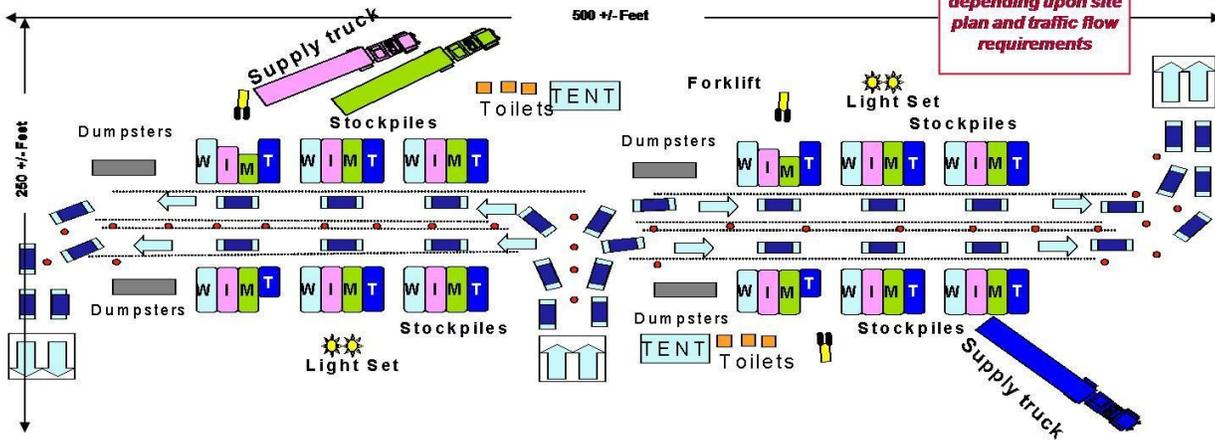
POINTS OF DISTRIBUTION (POD's) LOCATIONS

Site Location	Address
New Castle County	
Frawley Stadium	801 S. Madison St. Wilmington
Baynard Stadium	1021 W. 18 th St. Wilmington
Rockford Park	2800 W 19 th St. Wilmington
Goodstay Center	2600-2800 Pennsylvania Ave. Wilmington
Home Depot	601 Naaman's Rd. Claymont
NCC Airport	Route 13 New Castle
Burriss Foods	1000 Centerpoint Blvd. New Castle
Summit Airport	4200 Summit Bridge Road, Middletown
Kent County	
Blue Hen Corp. Ctr.	655 S. Bay Rd. Dover
Dover Downs	1131 N. DuPont Hwy. Dover
DE State Fairgrounds	901 William M. Chambers, Jr. Rd. Harrington
Milford High School	1019 N. Walnut St. Milford
Clayton Industrial Park	Clayton
Sussex County	
WalMart	Route 13, 751 N. DuPont Hwy. Seaford
WalMart	Route 113, 939 N. DuPont Hwy. Milford
WalMart	Route 1, 18922 Rehoboth Beach Blvd., Rehoboth Beach
Home Depot	1212 Route 1, Rehoboth Beach
Lowe's	20364 Plantations Rd. Lewes

Section I – (CONTINUED)

TYPE I - DISTRIBUTION POINT

Serves 20,000 persons per day
560 vehicles per hour



Note: Individual vehicles drive through and Ice & water is loaded into their trunks. Recommend One case water, 2 or 3 bags of ice per vehicle and 6 MRE's.
Supply trucks for Ice, Water, MRE's and Tarps are to be off-loaded promptly and returned for re-supply.

Maximum Loads per Day – Type I	
Water	4
Ice	4
MRE	2
Tarp	2

**Type I Distribution Point
Resources Required**

Type I Distribution Point					
Manpower				Equipment	
Type		Day	Night	Type	Number
Local Responsibility	Manager	1	0	Forklifts	3
	Team Leader	2	1	Pallet Jacks	3
	Forklift Operator	2	3	Power Light Sets	2
	Labor	57	4	Toilets	6
	Loading Point	36		Tents	2
	Back-up Loading PT	18		Dumpsters	4
	Pallet Jacks Labor	3		Traffic Cones	30
	Totals	62	8	Two-way radios	4
Others	Law Enforcement	4	1		
	Community Rel.	4	0		
Grand Total		70	9		

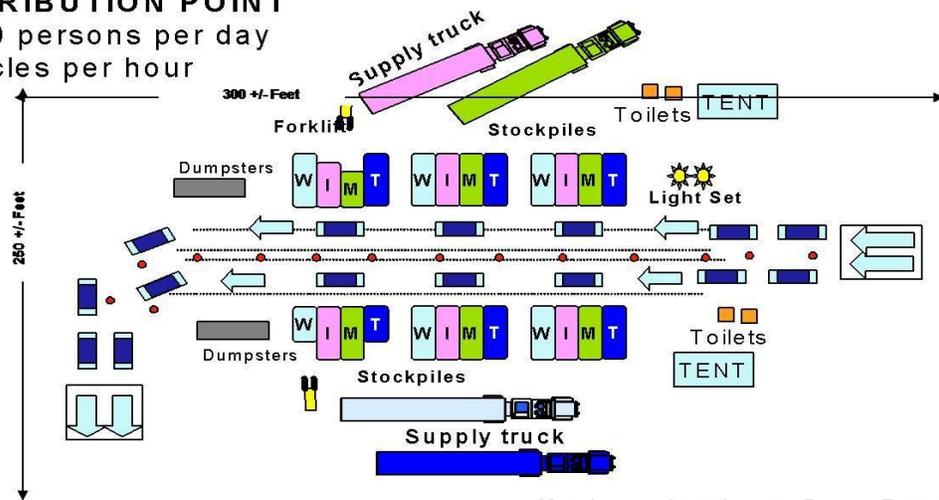
Figure 4

Section I – (CONTINUED)

TYPE II - DISTRIBUTION POINT

Serves 10,000 persons per day
280 vehicles per hour

75,000 Square Feet depending upon site plan and traffic flow requirements



Note: Individual vehicles drive through and ice & water is loaded into their trunks. Recommend One case water, 2 or 3 bags of ice per vehicle and 6 MRE's

Supply trucks for Ice, Water, MRE's and Tarps are to be off-loaded promptly and returned for re-supply.

Maximum Loads per Day – Type II

Water	2
Ice	2
MRE	1
Tarp	1

Type II Distribution Point Resources Required

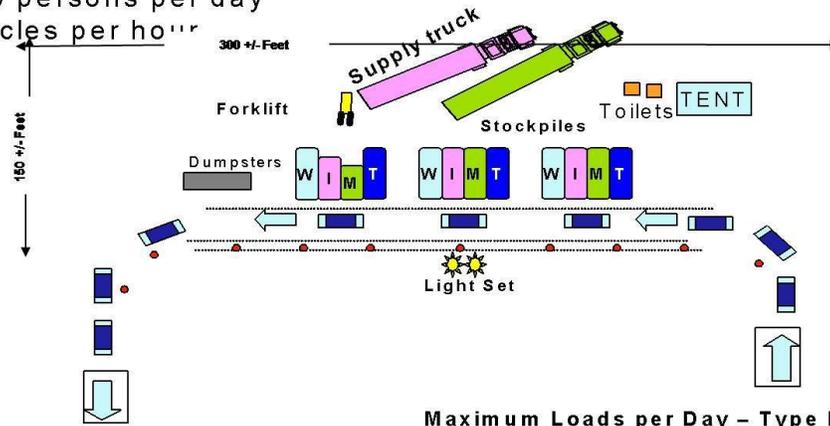
Type II Distribution Point					
Manpower				Equipment	
Type		Day	Night	Type	Number
Local Responsibility	Team Leader	1	0	Forklifts	2
	Forklift Operator	1	2	Pallet Jacks	2
	Labor	28	3	Power Light Sets	1
	Loading PT	18		Toilets	4
	Back-up Loading PT	9		Tents	2
	Pallet Jacks Labor	1		Dumpsters	2
	Totals	30	5	Traffic Cones	15
Others	Law Enforcement	2	1	Two-way radios	0
	Community Rel.	2	0		
Grand Total		34	6		



TYPE III - DISTRIBUTION POINT

Serves 5,000 persons per day
140 vehicles per hour

45,000 Square Feet
depending upon site
plan and traffic flow
requirements



Maximum Loads per Day - Type III

Water	1
Ice	1
MRE	1/2
Tarp	1/2

Note: Individual vehicles drive through and ice & water is loaded into their trunks. Recommend One case water, 2 or 3 bags of ice per vehicle and 6 MRE's
Supply trucks for Ice, Water, MRE's and Tarps are to be off-loaded promptly and returned for re-supply.

Type III Distribution Point Resources Required

Type III Distribution Point					
Manpower				Equipment	
Type		Day	Night	Type	Number
Local Responsibility	Forklift Operator	1	1	Forklifts	1
	Labor	15	2	Pallet Jacks	1
	Loading PT	9		Power Light Sets	1
	Back-up Loading PT	5		Toilets	2
	Pallet Jacks Labor	1		Tents	1
	Totals	16	3	Dumpsters	1
Others	Law Enforcement	2	1	Traffic Cones	10
	Community Rel.	1	0	Two-way radios	0
Grand Total		19	4		

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SECTION II

DESIGNATED COMMUNITY SHELTERS

The American Red Cross along with the Department of Health and various other support agencies share responsibility in the operation and management of community shelters. Shelters provide sheltering for displaced populations as a result of natural or man-made emergencies. Delaware's "community shelter" concept provides for designated space within each shelter for several types of displaced populations. Community Shelters can operate for short of extended period of time, depending on the nature, scope and duration of the event.

Vendors are asked to provide pricing for those required items listed in Appendix B, Tab 2. Vendors are also asked to provide both pricing and response times for in Tabs 3, 4 and 5. Failure to provide the response times for those items bid may render the Request for Proposal unresponsive. If you are not bidding this section, please state "**NO BID.**"

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DESIGNATED COMMUNITY SHELTERS

	SHELTER	ADDRESS
	City of Wilmington	
1	Chase Center	800 South Madison Street
2	Hicks Anderson Center	501 North Madison Street
3	Howard High School	401 East 12 th Street
4	Salesianum School	1801 N. Broom St.
5	Wilmington PAL Center	3707 North Market St
	New Castle County	
6	Asbury United Methodist Church	300 Basin Road, New Castle
7	Bob Carpenter Center	631 S. College Ave. Newark
8	Concord High School	2501 Ebright Road Wilmington
9	Christ the Teacher Catholic School	2451 Frazer Road, Newark
10	Dickinson High School	1801 Milltown Rd. Wilmington
11	Glasgow High School	1901 S. College Ave. Newark
12	Middletown High School	120 Silver Lake Rd. Middletown
13	Mount Pleasant High School	5201 Washington Blvd. Wilmington
14	Odessa Fire Hall	304 Main Street, Odessa
15	Ogletown Baptist Church	1700 Limestone Road, Wilmington
16	St Mark's United Methodist Church	316 Red Mill Road, Newark
17	Wallace Wallen Center	701 East Basin Road, New Castle
18	William Penn High School	713 E. Basin Rd. New Castle
19	St. Georges Vo Tech High School	555 Hyatt's Corner Rd. Middletown
	Kent County	
20	Bower's Beach Fire Hall	3285 Main Street Frederica
21	Caesar Rodney High School	239 Old North Road, Camden
22	Central Middle School	211 Delaware Avenue, Dover
23	Delaware State University Gym	1200 North DuPont Hwy. Dover
24	Dover High School	1 Pat Lynn Drive, Dover
25	Fred Fifer Middle School	109 East Camden-Wyoming Ave. Camden
26	John Bassett Moore Middle School	22 S. Main St. Smyrna
27	Lake Forest High School	5407 Killen's Pond Rd. Felton
28	Neil Postlethwait Middle School	2841 S. State St. Camden-Wyoming
29	Smyrna High School	500 Duck Creek Pkwy. Smyrna
30	Smyrna Middle School	700 Duck Creek Pkwy. Smyrna
31	Wesley College Gym	120 North State Street, Dover
32	William Henry Middle School	65 Carver Road Dover

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DESIGNATED COMMUNITY SHELTERS-CONTINUED

	SHELTER	ADDRESS
	Sussex County	
33	Banneker Elementary School	449 North St. Milford
34	Beacon Middle School	19483 John J. Williams Hwy. Lewes
35	Cape Henlopen High school	1250 Kings Hwy. Lewes, DE
36	Cheer Community Center	20520 Sandhill Road Georgetown
37	Georgetown Middle School	301 West Market St. Georgetown
38	Indian River High school	29772 Armory Rd. Dagsboro
39	Sussex Central High School	26026 Patriot's Way, Georgetown
40	Milford High School	1019 N. Walnut St. Milford,
41	Milford Middle School	612 Lakeview Ave., Milford
42	Phyllis Wheatley Middle School	48 Church St. Bridgeville, DE
43	Rehoboth Beach Convention Center	229 Rehoboth Ave. Rehoboth Beach
44	Sussex Vo-Tech High School	17099 County Seat Hwy. Georgetown
45	Woodbridge High School	307 Laws St. Bridgeville

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SCOPE OF WORK**

SECTION III

TRANSPORTATION SUPPORT REQUIREMENTS

During emergencies, the Delaware Department of Transportation (DeIDOT) has overall responsibility for coordinating transportation to support the safe and timely evacuation of displaced human and animal populations to designated shelters. This agency is also tasked to provide the transportation of materials during a catastrophic incident. DeIDOT could require contractor assistance to augment its available resources.

Anticipated needs may include:

- Buses of varying capacity, including buses with bathroom facilities if long-distance or long travel-duration evacuations are contemplated
- Handicap-accessible buses or vans
- Water buffaloes or water tankers
- Horse and livestock trailers
- Cargo vans
- Pick-up trucks
- Refrigerated trucks
- Non-refrigerated container trucks
- Dump trucks
- Four-wheel drive and all-terrain vehicles
- Heavy equipment for debris removal
- Bucket trucks
- Boats (to support water evacuations)
- Helicopters
- Certified licensed operators for vehicle types listed above.

Vendors are asked to provide daily and weekly rental rates for the types of vehicles and equipment in Appendix B, Tab 6, along with response times. In addition, vehicles and equipment will require fuel. Appendix B, Tab 6 also asks Vendors to provide delivered fuel pricing and response times. If you are not bidding this section, please state **“NO BID.”**

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SECTION IV

DEBRIS REMOVAL AND DISPOSAL

Depending on the nature, scope and duration of the event, the State could require supplemental contractor support to assist with the removal and disposition of various types of debris, including non-diseased animal carcasses, from main roadways and other locations. Additionally, the State could require contractor support to appropriately address hazardous materials issues, to include the appropriate and expedient containment, removal, storage, and disposition of hazardous waste, materials, or diseased animal carcasses. Appendix B, Tab 7 lists the requirements for debris removal and disposition. Vendors are asked to provide pricing for the labor and other resources listed. If you are not bidding this section, please state **"NO BID."**

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SECTION V

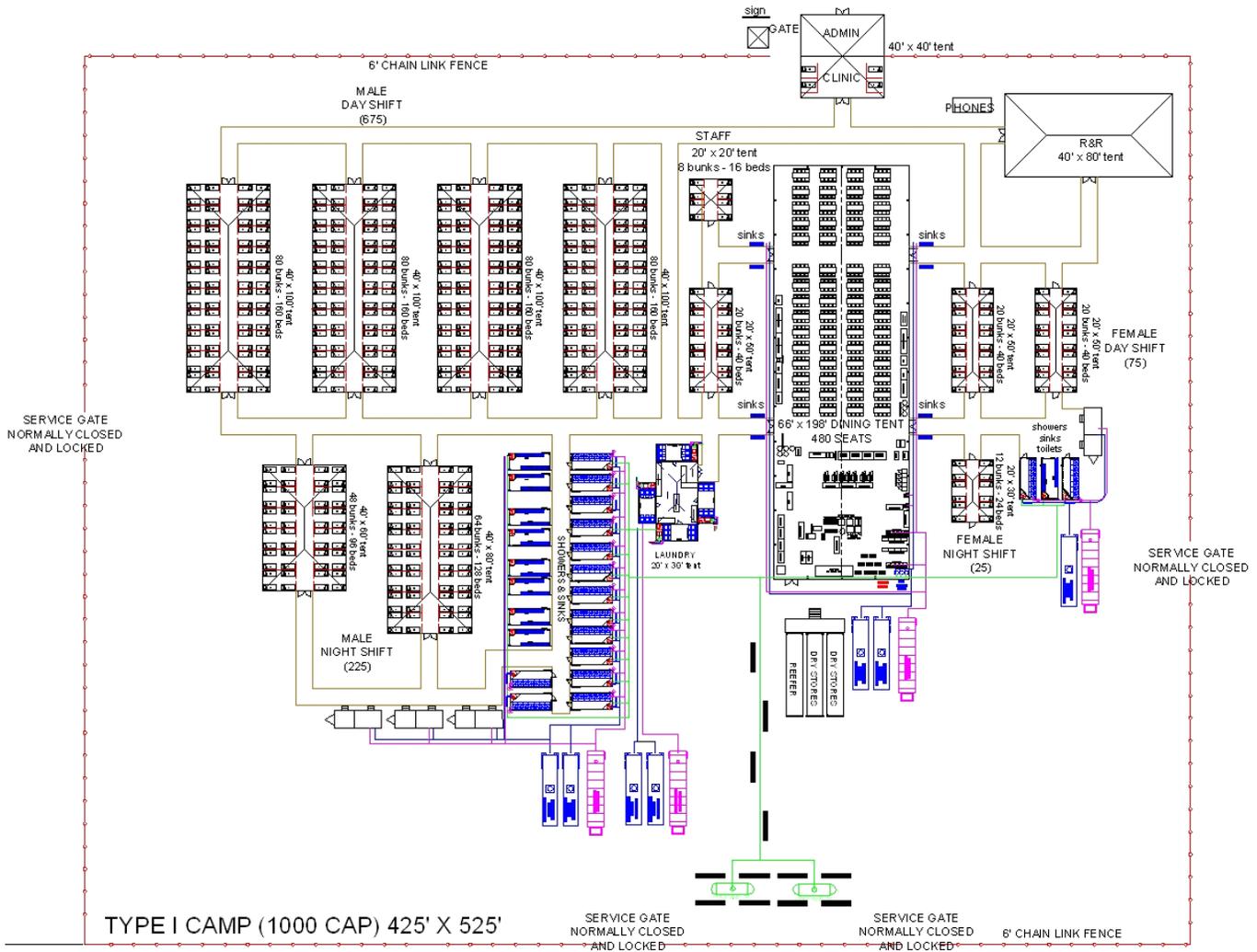
EMERGENCY WORKER BASE CAMP & TYPE SUPPORT PACKAGE REQUIREMENTS

The nature and scope of a particular incident will determine the most appropriate response. Any response will require various material, supplies, equipment, and human resources. National standards have been developed to provide the required resources and flexibility to support a particular incident depending on the nature and scope. Base Camp packages have been developed to support different scopes. Also, other "Type" Support Packages have been developed to provide resources to fill anticipated needs during specific incidents. The following pages provide the footprints and layout for Type I through IV base camps. There is no footprint available for Type V-Mobile. However, requirements are listed in Appendix B, Tab 8. Base camps are configured to support from 100 to 1,000 emergency workers.

Vendors bidding may bid all or part of this section and are asked to provide weekly or flat rate pricing. Vendors must also provide response times from the time of notification, as to how long it will take to have each base camp or support package up and operational. All Type base camp and support packages are listed in Appendix B, Tab 8. If you are not bidding this section, please state "**NO BID.**"

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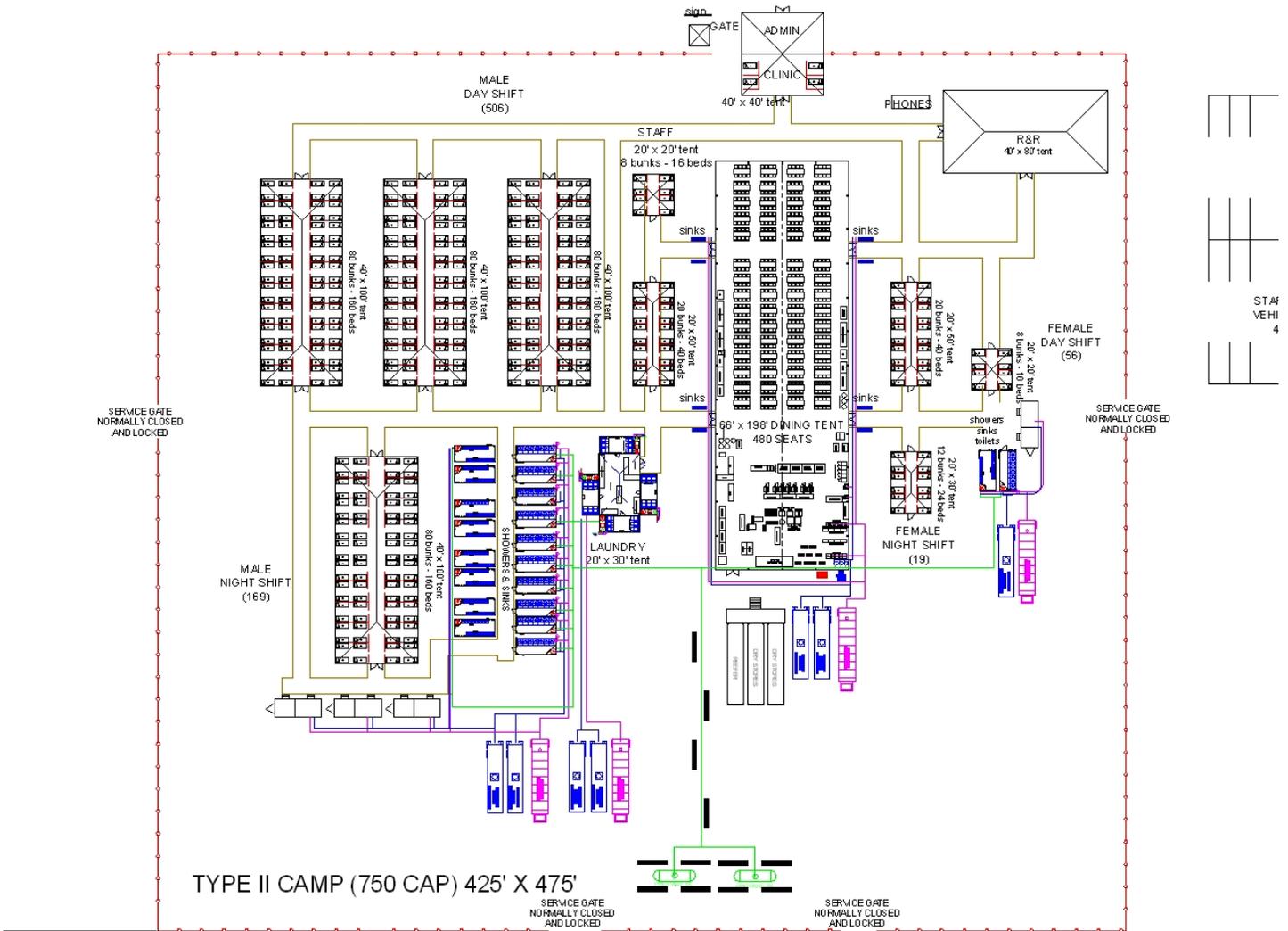
SECTION V



TYPE I BASE CAMP

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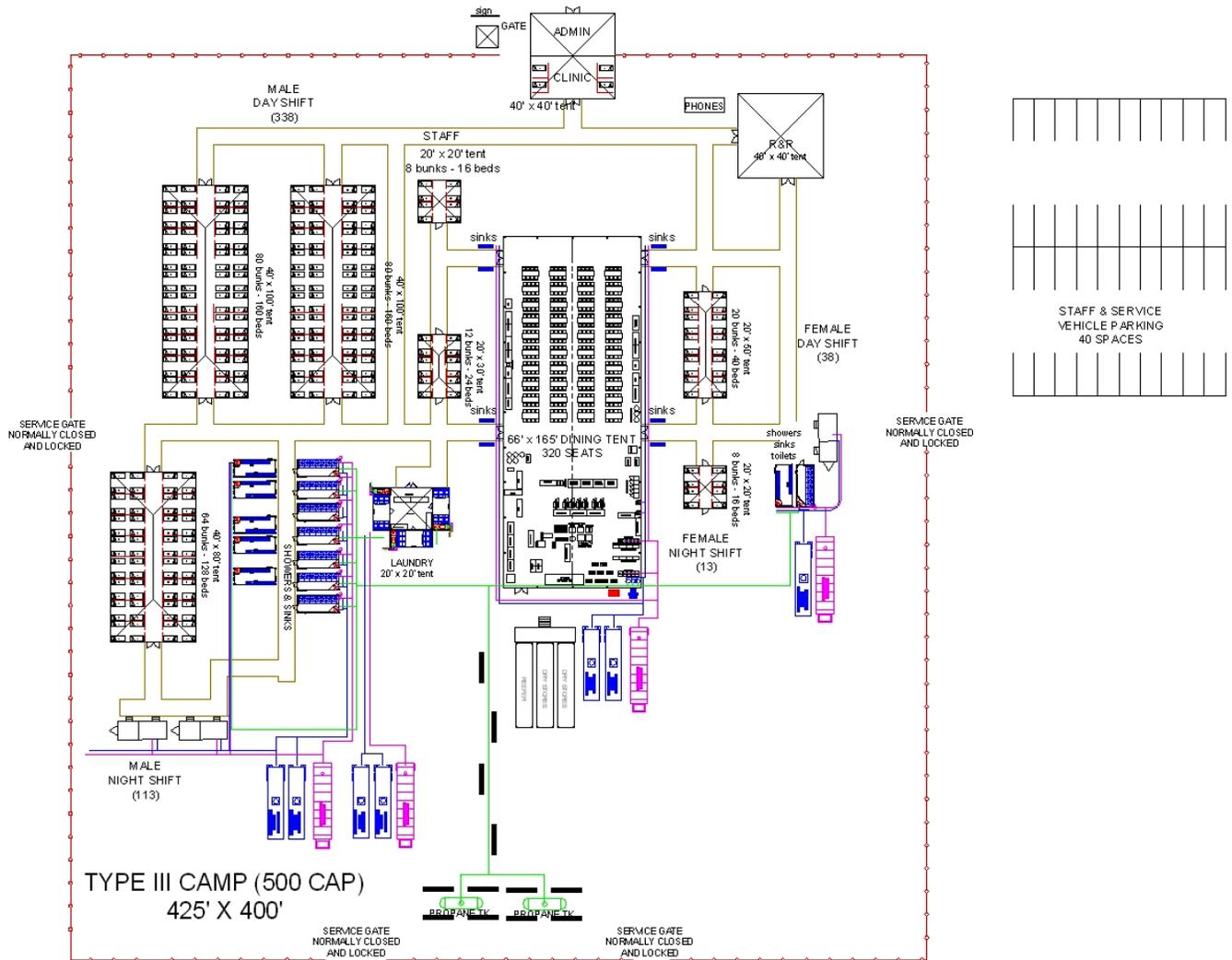
SECTION V



TYPE II BASE CAMP

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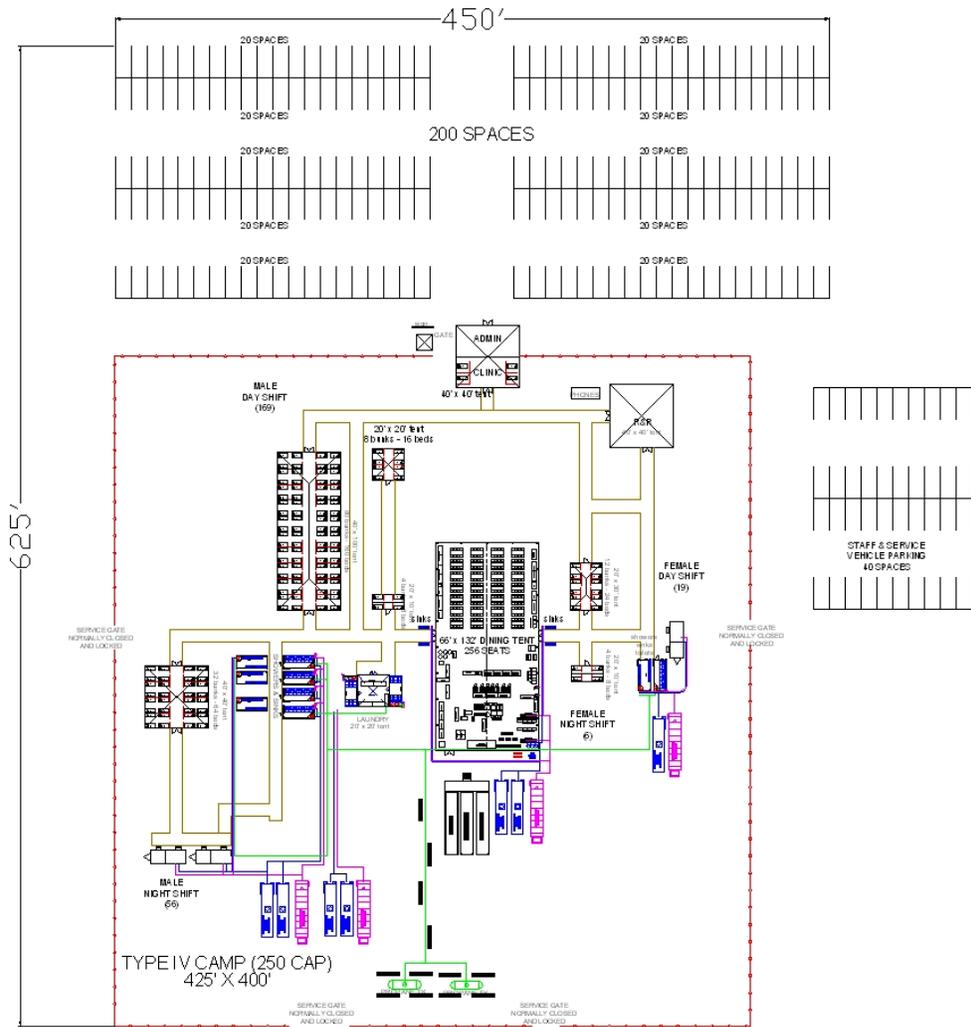
SECTION V



TYPE III BASE CAMP

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SECTION V



TYPE IV BASE CAMP

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SECTION V

TYPES V AND VI Base Camps require mobile assets that include semi-trailers, mobile homes or travel trailers. They can provide support for 50-100 emergency responders. Requirements and pricing for these base camp types are listed in Appendix B, Tab 8.

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APPENDIX A SCOPE OF WORK

Section VI

WASTE REMOVAL AND DISPOSAL SERVICES REQUIREMENTS

The operation of Points of Distribution (PODs) could generate substantial quantities of human waste, garbage, trash and recyclable materials. One or more of these waste categories could quickly create an unhealthy environment for personnel supporting these operations. As a result, the State would require the daily removal and disposal of these waste products. Vendors must provide the necessary equipment and human resources to remove and dispose of the various waste categories listed above. Vendors must meet all applicable state or local laws in effect at the time of the incident. If bidding this section, vendors must provide the applicable pricing and response times for the applicable services they are bidding in Appendix B, Tab 9. Vendors may elect to bid one county, all counties, porta potty support and service, or both services listed above. If you are not bidding this section, please state "**NO BID.**"

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**APPENDIX A
SCOPE OF WORK**

SECTION VII

OTHER SUPPLIES, EQUIPMENT & HUMAN RESOURCE REQUIREMENTS

In this Section, Vendors are asked to list other equipment, supplies, or human resources they believe would aid in the response and support of incidents listed in the Statement of Needs that are not included in Sections one (1) through six (6). Any other resources the Vendor chooses to include in the proposal must include the applicable purchase price, weekly rental, or hourly wage rates along with delivery response times in Appendix B, Tab 10. If you are not bidding this section, please state "**NO BID.**"

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APPENDIX B

PRICING FORMS AND INSTRUCTIONS

Provided in separate excel document.