



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 26, 2014

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4549

SUBJECT: **AWARD NOTICE – Addendum #3 Effective Oct. 15, 2017**
CONTRACT NO. GSS14565-EMERG_MATL
EMERGENCY STANDBY MATERIALS AND SERVICES

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT.....	2
2. CONTRACT PERIOD.....	2
3. VENDORS.....	3
4. SHIPPING TERMS.....	4
5. PRICING.....	4
6. ADDITIONAL TERMS AND CONDITIONS.....	5



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

KEY CONTRACT INFORMATION

1. CONTRACT REQUIREMENTS

This contract is issued to cover supplemental Emergency Standby Materials and Services requirements for the State of Delaware. Using agencies include the Department of Safety and Homeland Security, Delaware Emergency Management Agency; Department of Health and Social Services; Department of Services for Children, Youth and Their Families; Department of Agriculture; Department of Transportation; Delaware National Guard; and local agencies, having either direct or oversight responsibilities to ensure prompt and adequate response prior to, during, and after a natural, or man-made disaster or emergency. The scope of the incident could be local or statewide. Specifically, agencies must ensure the timely activation, operation, and management of evacuation operations; PODs, Community Shelters, and Emergency Worker Base Camps to ensure the displaced population receives food, water and other commodities necessary to mitigate the effects of an incident; and waste and debris management services. This contract will be accessible to any State Agency, School District, Political Subdivision, Volunteer Fire Company, or any authorized response entity in the State of Delaware that has a need, in compliance with that jurisdiction's purchasing requirements. The Using Jurisdiction is responsible for payment for services rendered.

2. MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

This is a contingency contract which will be used only when other existing statewide contracts and resources cannot meet the State's needs, or local resources have been exhausted, or when expediency of response is critical to save lives and protect property, in response to local or statewide emergencies or disasters

3. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

Each contractor'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 contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended for one year, through October 14, 2016.

This contract has been extended for one year, through October 14, 2017.

This contract has been extended for one year, through October 14, 2018.

4. VENDORS

[\(Return to Table of Contents\)](#)

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
Contact: Ralph Dahlgren
Phone: 954-545-3535
ralph@ashbritt.com
24/7 Phone: 954-818-3564
FAX: 954-725-6991
Secondary: Robert Ray
24/7 Phone: 954-868-9502
rroy@ashbritt.com
FSF#0000050605
Awarded Tabs 1,2,3,4,5,6,7, 9, &
10 plus A,B,C & D

Ceres Environmental Services, Inc.
3825 85th Ave. North
Brooklyn Park, MN 55443
Contact: Suzan Dunlop
Phone: 800-218-4424 X 5641
Suzan.Dunlop@ceresenv.com
24/7 Phone: 941-661-8730
FAX: 866-228-5636
Secondary: David Preus
24/7 Phone: 763-954-0394
david.preus@ceresenv.com
FSF#0000023235

Awarded Tab 7 only

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582
Contact: John Ramsay
Phone: 800-992-6207
jramsay@crowdergulf.com
24/7 Phone: 251-402-3677
FAX: 251-459-7433
Secondary: Buddy Young
24/7 Phone: 940-597-4252
byoung@crowdergulf.com
FSF#0000000211
Awarded Tab 7 only

Deployed Resources, LLC
164 McPike Rd.
Rome, NY 13441
Contact: Rich Stapleton
Phone: 315-335-3943
rstapleton@deployedresouces.com
24/7 Phone: 315-335-3943
FAX: 866-304-9040

FSF#0000017208
Awarded Tabs 3,4,5,6,8,9,& 10

MB Westgate LLC
DbA/Firehouse Subs
8097 Sudley Road
Manassas, VA 20109
Contact: Edwin Merrigan
Phone: 571-233-5796
Emerrigan@firehousesubs.com

FAX: 703-361-8738
FSF#0000222534
Awarded Tab 10 only

Sunbelt Rentals #547
36412 Sussex Highway
Delmar, DE 19940-3501
Contact: Jay Ketcham
Phone: 240-485-8412
jay.ketcham@sunbeltrentals.com
FAX: 803-578-6982
FSF#0000150234

Awarded Tabs 1, 4 & 5

The Louis Berger Group
(Domestic) Inc.
350 Eagleview Blvd Suite 250
Exton, PA 19341
Contact: Vincent Ricevuto
Phone: 610-363-5391
vricevuto@louisberger.com
FAX: 610-363-5390
Secondary: Thomas Lewis
24/7 Phone: 973-407-1000 x1386
tlewis@louisberger.com
FSF# 0000013037
Awarded Tabs 1,3,4,8,9,& 10

5. STATE OF DELAWARE POINT OF CONTACT

Vendors may contact the Delaware Emergency Management Agency via email at ops2.dema@state.de.us , or call 302-659-2216 or 302-659-2256 for any questions they may have.

6. SHIPPING TERMS

[\(Return to Table of Contents\)](#)

Unless otherwise stated on the Award Notice pricing sheets, shipping shall be F.O.B. destination; freight pre-paid.

7. SCHEDULE FOR PERFORMANCE OF WORK

Vendors will provide equipment, materials, and services with due diligence and rapid responsiveness for the duration of the emergency. Vendors must remain in regular contact with the Using Jurisdiction, as applicable, on order status. Vendors must timely notify the Using Jurisdiction of the inability to fulfill the purchase order. Timely notification will vary based on the circumstances of the incident and the urgency of need, but notification of inability to perform should occur within 2-12 hours of the issuance of the purchase order.

If the Vendor is unable to provide the requested goods or services within a timeframe deemed reasonable by the Using Jurisdiction, the Using Jurisdiction may elect to cancel the purchase order and acquire the goods or services elsewhere.

8. REMOVAL OF VENDOR-OWNED OR RENTAL EQUIPMENT AND SUPPLIES

At the conclusion of the incident, the Using Jurisdiction and the Vendor will jointly agree to a date by which all Vendor owned and rental equipment and supplies must be removed from the incident locations.

9. PRICING

[\(Return to Table of Contents\)](#)

- a. Prices or rates will remain firm for the initial one (1) year term of the contract, except fuels, unless further negotiations are deemed necessary by the State. The CPI-U and FEMA guidelines for eligible expenses may be used as a benchmark during price negotiations.

- b. Fuel pricing will be adjusted daily. Pricing at cost plus a fixed price (specifying the fixed price mark-up) must be in accordance with FEMA Public Assistance policy.

A price listing by item is provided in the attached GSS14565-EMERG_MATL Award Notice Pricing The Contract Matrix can be found in Addendum History.

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

10. NOTICE OF CONTRACT ACTIVATION

As part of the DE Emergency Operations Plan (DEOP), the State of Delaware will email and text vendor contacts in the event the Emergency Operations Center (EOC) is activated. On receipt of activation notice, the State of Delaware requires one (1) vendor emergency confirmation response, by text or email, to the State of Delaware contact to verify receipt. Each vendor shall be prepared to provide a current list of available materials and services to the State of Delaware, upon request.

None of the above items shall be considered task notification, and no vendor actions are to occur until an official request or Purchase Order has been issued by the State of Delaware.

11. PERSONNEL

The vendors represent that they have, or will secure at their expense, all personnel required to perform the services under this contract.

- a. All of the equipment required by this contract must be provided and operated by the vendor(s) under their direct supervision.
- b. All personnel, including subcontractors, engaged in the work must be NIMS-compliant, where applicable, and fully qualified and authorized under applicable Federal, State, and local law to perform the requested services.

12. MINIMUM WAGE RATES

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates. Vendors should contact the State of Delaware Department of Labor at 1-800-452-1589 or 302-761-8069, for current and applicable wage rate requirements. Government Support Services reserves the right, under extraordinary circumstances, to renegotiate wage rates for a specific incident with the vendor(s) based on supply and demand.

13. OVERTIME AND PREMIUM TIME RATES

Overtime or premium time will be paid based on rates provided on GSS14565-EMERG_MATL Award Notice Pricing Spreadsheet.

14. BILLING

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

15. PAYMENT

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

16. FEMA REIMBURSEMENT GUIDANCE

For Federally declare disasters, Vendors must maintain and submit to the Using Jurisdiction any and all documentation required to support FEMA reimbursement of expenditures against the contract. Additionally, Vendors must maintain all backup and supporting documentation required by FEMA for audit purposes. Timeframes for submission of the reimbursement documentation and for record retention must adhere to applicable FEMA policies. Vendors should review FEMA Guidelines and rates for eligible costs FEMA allowable reimbursement costs may be reviewed at <http://cfr.vlex.com/vid/19833801>

17. VENDOR EXERCISE PARTICIPATION

- a. Vendors may be requested to participate in planned exercises or drills to ensure appropriate coordination and readiness to respond to an actual incident.
- b. At Vendors' expense, Vendors may be asked to assign one (1) person to be located at, and provide assistance to, the State of Delaware Emergency Operations Center (EOC) or one of the four (4) local EOC's (three county EOC's and the City of Wilmington EOC) for one day exercises or drills per year under this clause. Further, participation in exercises under this clause will be limited to no more than three (3) participants per year.
- c. Additionally, Vendors may be asked to participate more fully in the State's exercise plan, to include participation in full-scale exercises to test components of the contract. Services provided, beyond what is specified in "b" above, will be billable to the Using Jurisdiction and reimbursed at contract rates based on the quoted pricing for exercise participation on the Award Notice Pricing Sheet.

18. ALLOWABLE FUEL SURCHARGES

The allowable fuel indexed surcharge calculation is linked to the monthly rounded average of the national US On-Highway average price for a unit of fuel, based on type, as published by the US Department of Energy. The State will apply the monthly rounded average from the period two months prior to calculate the applicable fuel surcharge percentage. As an example, the June 2014 fuel surcharge percentage would be calculated by the State based on the US On-Highway monthly rounded average for April 2014.

To view the current On-Highway Diesel Fuel Prices vendors may go to the On-Highway Diesel Fuel line on the On-Highway Diesel Fuel page at:

http://www.eia.doe.gov/pub/oil_gas/petroleum/data_publications/weekly_petroleum_status_report/current/pdf/table17/pdf

19. POINT OF DELIVERY

At the time of order placement, the Using Jurisdiction will specify the end point of delivery for products and services. Vendors will not ship without obtaining a specified point of delivery from the Using Jurisdiction. Vendors are responsible for obtaining and paying fees for all duties, tariffs, highway and other special permits that may be required for delivery.

Pricing shown on the Award Notice Pricing Spreadsheet shall be assumed to include all applicable delivery, freight, and shipping charges unless otherwise specified. Certain sales and excise taxes may not be applicable to the State of Delaware or its agencies. Tax exemption certificates from using agencies shall be furnished upon request. If taxes are not included in net prices, they must be deducted from the final cost.

20. REPLACEMENT OF DAMAGED OR CONTAMINATED EQUIPMENT

It is the intent of the State of Delaware, that the determination as to whether the equipment or supplies are damaged beyond repair, or to the extent that decontamination is impossible, shall be a joint decision made by the authorized user and the vendor.

21. PRODUCT SUBSTITUTION

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

22. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

23. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14565-EMERG_MATL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

24. REQUIREMENTS

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 contract 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.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

25. HOLD HARMLESS

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

26. NON-PERFORMANCE

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

27. FORCE MAJEURE

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

28. AGENCY'S RESPONSIBILITIES

The Agency shall:

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

29. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc., required by local, State, or Federal laws, must be obtained by the Vendor at their own expense.

30. TAX EXEMPTION

Material covered by this contract is exempt from all Federal and State Taxes. Such taxes must not be included in prices quoted.

Any material with is to be incorporated in the work or any equipment required for the work contemplated in the contract may be consigned to the Using Jurisdiction. 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 3476(b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges must be paid by the Vendor. Each Vendor will take their exemption into account in calculating their price.

31. EMERGENCY TERMINATION OF CONTRACT

Due to restrictions which may be established by the U.S. Government on material or work, a contract may be terminated by the cancellation of all or portions of the contract.

32. INVOICING

Purchase Orders will be issued and vendor invoices serviced in accordance with the Using Jurisdiction's purchasing procedures.

33. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

34. NON-PERFORMANCE

The State expects the contractor to make every effort to fulfill its obligations under the terms and conditions of this contract. In the event the contractor is unable to meet one or more terms or conditions of this contract, the State reserves the right to purchase the required goods or services from other sources. The State will not hold the contractor liable for the contractor's inability to fulfill the purchase order if the contractor has made every reasonable effort to fulfill those obligations.

35. ENERGY STAR PRODUCTS

If applicable, Vendors **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall incident costs to a minimum. Vendors are encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

36. TERMINATION OF PURCHASE ORDERS (P.O.s)

- a. Termination for Cause – Except as specifically provided in this RFP and resulting contract, if, for any reason, or through any cause, the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Using Jurisdiction has the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all materials delivered in the performance of the P.O. will, at the option of the Using Jurisdiction, become its property, and the Vendor will be entitled to receive just and equitable compensation for any satisfactory work completed which is usable to the Using Jurisdiction.
- b. Termination for Convenience - The Using Jurisdiction may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof. In that event, materials delivered will, at the option of the Using Jurisdiction, become its property and the Vendor will be entitled to receive compensation for any satisfactory work completed which is usable to the Using Jurisdiction.

37. TERMINATION OF CONTRACT

- a. Termination for Cause - Except as specifically provided in this RFP and resulting contract, if, for any reason, or through any cause, the Vendor(s) fail to fulfill in a timely and proper manner their obligations under this Contract, or if the Vendor(s) violate any of the covenants, agreements, or stipulations of this Contract, the State has the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, materials delivered by the Vendor(s) under this Contract will, at the option of the State, become its property, and the Vendor(s) will be entitled to receive just and equitable compensation for any satisfactory work completed 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. In that event, materials delivered will, at the option of the State, become its property and the Vendor will be entitled to receive compensation for any satisfactory work completed which is usable to the State.
- c. Vendor-Initiated Termination - The Vendor may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least one-hundred eighty (180) days before the effective date of such termination, or a lesser timeframe if agreed to by the State. In that event, materials delivered will, at the option of the State, become its property and the Vendor will be entitled to receive compensation for any satisfactory work completed which is usable to the State.

38. CONTRACT 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 contract pricing STATE OF DELAWARE which are mutually agreed upon between the State and the Vendor during contract extension negotiations, will be incorporated in written amendments to the contract.

39. CONFLICT OF INTEREST

The Vendor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with providing products or performing services required under this contract. The Vendor further covenants that, in the performance of this contract, it will not employ any person having any such interest. This does not prohibit the Vendor from contracting with other entities to perform the same or similar work or to provide the same or similar material. The Vendor covenants that it will not contract in a manner that nullifies its contract with the State.

40. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract will be subject to copyright in the United States or in any other country. The State will 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 will have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support will be given in the publication.

41. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement will not be effective, and no party will be bound by the terms of this agreement, unless a valid executed purchase order has been approved by the requesting jurisdiction, and all purchasing procedures of that jurisdiction have been complied with. Multiple purchase orders may be issued in response to an incident, depending upon the nature and scope of the incident.

42. 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 by the State or other government entity pursuant to this contract.

43. TESTING AND INSPECTION

The requesting jurisdiction reserves the right to conduct any test or inspection it may deem necessary to ensure equipment, materials, and services conform to contract requirements.

44. 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 will 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.

45. GRATUITIES

- a. If it is found by the State, after notice and hearing, 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 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 may be reviewed in proceedings pursuant to the Remedies clause of this contract.
- b. In the event this contract is terminated pursuant to subparagraph "a", the State will 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 will 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 will be at the sole discretion of the State.

46. AUDIT ACCESS TO RECORDS

The Vendor must maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as will 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 must 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 his/her 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, 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 will be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

47. 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.

48. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract, as long as the following conditions are met:

- a. Vendors must identify in their proposal every known subcontractor, and subcontractors must be approved by the State prior to contract award.
- b. Vendors may elect to use additional subcontractors to fulfill specific needs arising during a particular incident, provided that Vendors 1) notify the Using Jurisdiction prior to doing so; 2) affirm that the subcontractor, or any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor has not, within the past five years, been the subject of a Federal, State, or Local government suspension or debarment; and 3) Vendors warrant that all subcontractors meet all contract requirements.

Additionally,

- Vendors will be responsible for compliance by any subcontractor with all terms, conditions, and requirements of the contract and with all local, State, and Federal Laws.
- Vendors will be liable for any noncompliance by any subcontractor.

Further, nothing contained herein, or in any subcontractor agreement, may be construed as creating any contractual relationship between the subcontractor and the State.

49. USING JURISDICTION'S RESPONSIBILITIES

The Using Jurisdiction will give prompt written notice to the Vendor whenever the Using Jurisdiction observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

50. CONTRACT DOCUMENTS

The Definitions and General Provisions, and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract will 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:

1. Contract
2. Request for Proposal
3. Specifications or Scope of Work
4. Definitions and General Provisions
5. Proposal
6. Purchase Order
7. Special Instructions

51. ASSIGNMENT

This contract cannot be assigned except by express written consent from the Director, Government Support Services, Office of Management and Budget, State of Delaware.

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. This section provides pricing and the response times for the delivery of required resources for each POD type, to include personnel resources. Vendors may provide 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 may provide tiered pricing for Water, Ice, Meals-Ready-To-Eat (MREs), and Heater Meals. This section also provides the applicable rental or purchase price, and hourly, daily, or weekly, or monthly rental on the Pricing Spreadsheet, 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. The following pages list the types of POD's along with their locations.

**SCOPE OF WORK
 SECTION I**

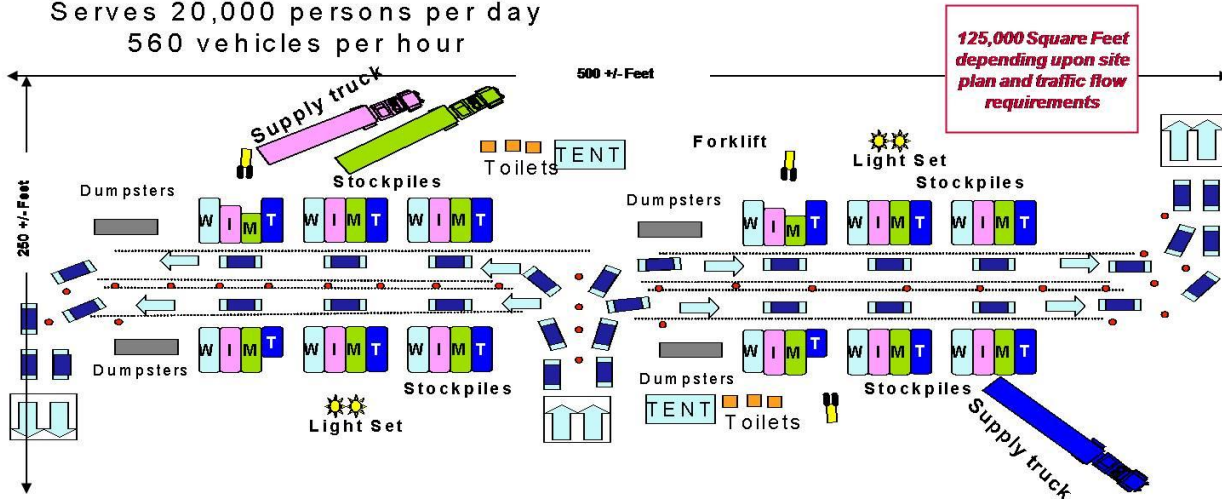
POINTS OF DISTRIBUTION (POD's) LOCATIONS

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
Burris 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

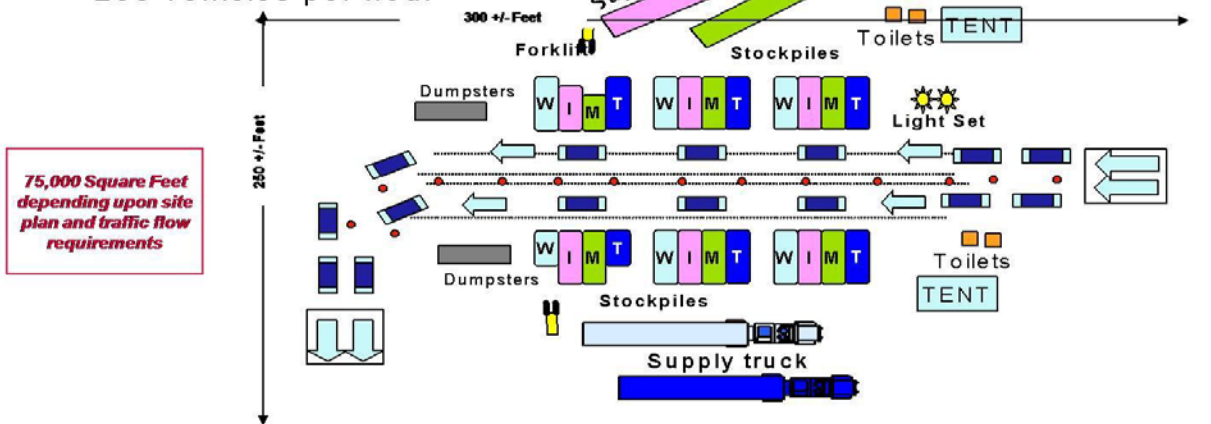
**Type I Distribution Point
 Resources Required**

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
Others	Law Enforcement	4	1		
	Community Rel.	4	0		
Grand Total		70	9		

Figure 4

TYPE II - DISTRIBUTION POINT

Serves 10,000 persons per day
 280 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 II

Water	2
Ice	2
MRE	1
Tarp	1

**Type II Distribution Point
 Resources Required**

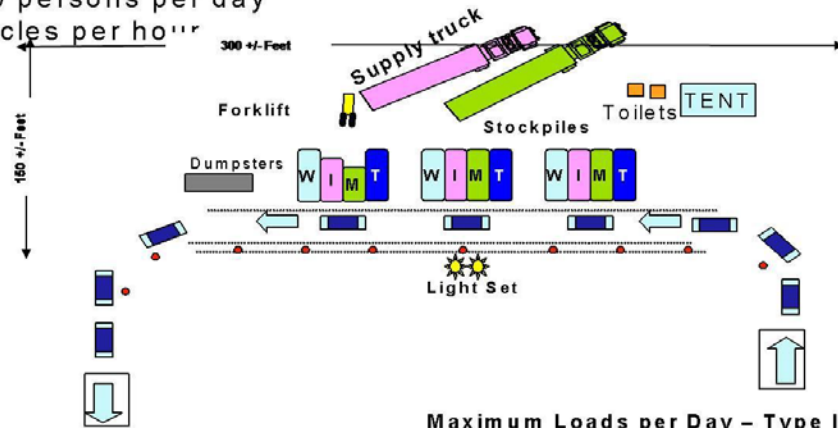
Type II Distribution Point					
Manpower				Equipment	
Type		Day	Night	Type	Number
Local Responsibility	Team Leader	1	0	Forklifts	2
	Forklift Operator	1	2	Pallet Jacks	2
	Labor	28	3	Power Light Sets	1
	Loading PT	18		Toilets	4
	Back-up Loading PT	9		Tents	2
	Pallet Jacks Labor	1		Dumpsters	2
	Totals	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		



**SCOPE OF WORK
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 or extended period of time, depending on the nature, scope and duration of the event.

This section provides pricing for those required items listed in Award Notice Pricing Spreadsheet, Tab 2. Vendors also provided both pricing and response times in Tabs 3, 4 and 5.

SCOPE OF WORK DETAILS

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

SCOPE OF WORK DETAILS

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

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 daily and weekly rental rates for the types of vehicles and equipment are found in Award Notice Pricing Spreadsheet, Tab 6, along with response times. In addition, vehicles and equipment will require fuel. Award Notice Pricing Spreadsheet, Tab 6 also provides delivered fuel pricing and response times.

SCOPE OF WORK

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. Award Notice Pricing Spreadsheet, Tab 7 lists the requirements for debris removal and disposition. Vendors have provided pricing for the labor and other resources listed.

SCOPE OF WORK

SECTION V

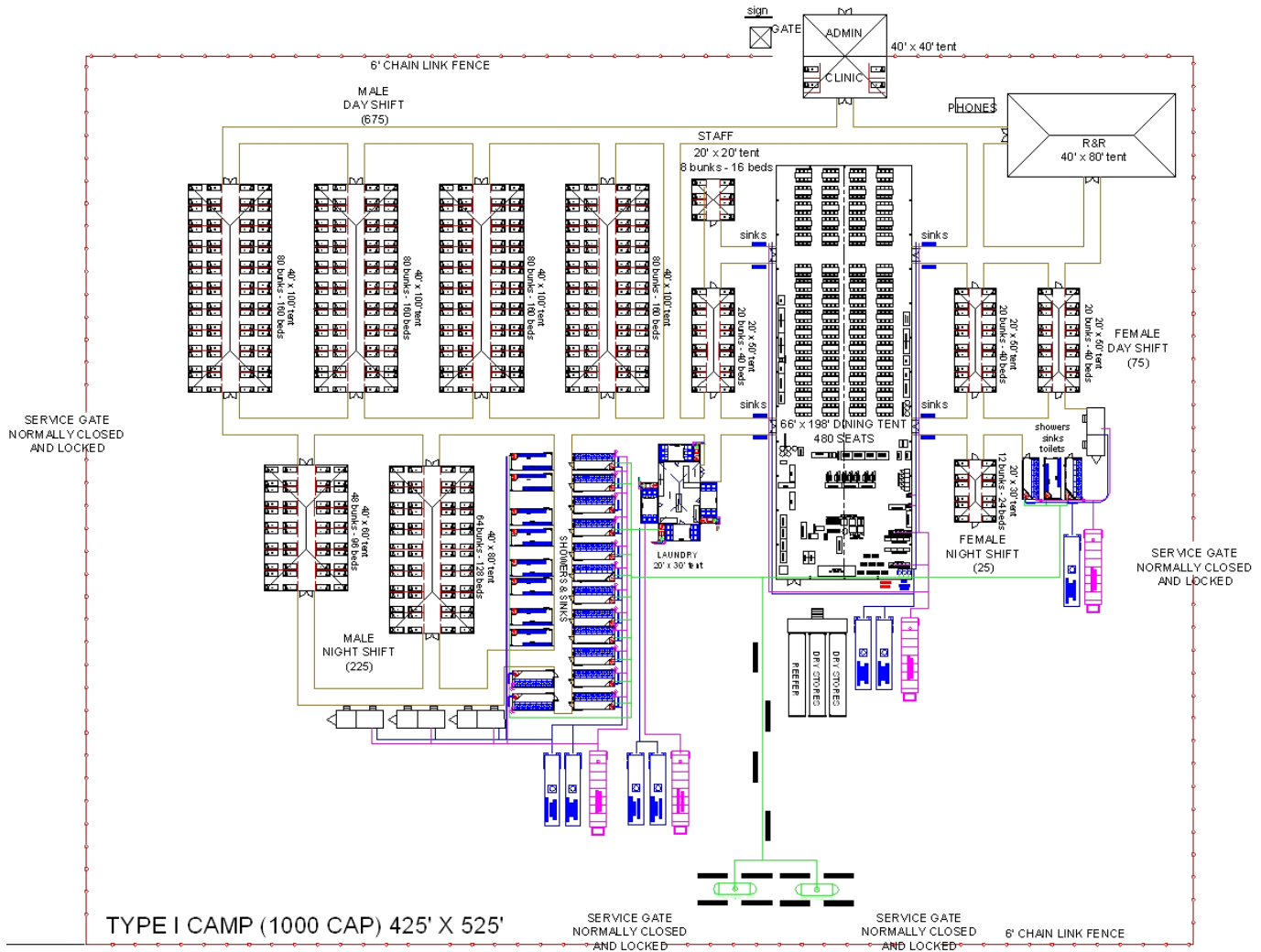
EMERGENCY WORKER BASE CAMP & TYPE SUPPORT PACKAGE REQUIREMENTS

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 found in the Award Notice Pricing Spreadsheet, Tab 8. Base camps are configured to support from 100 to 1,000 emergency workers.

Vendors provided weekly or flat rate pricing as well as 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.

SCOPE OF WORK

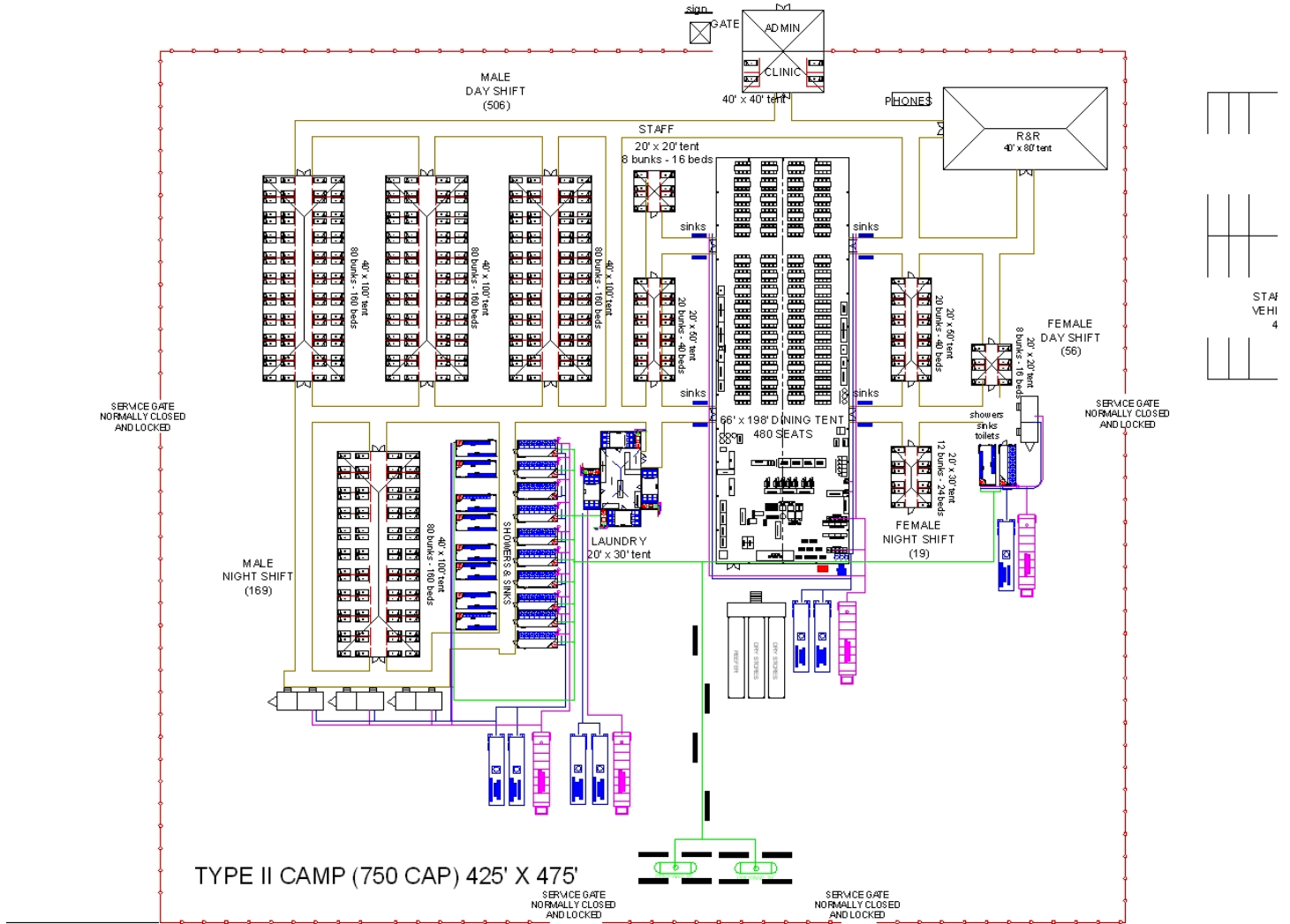
SECTION V



TYPE I BASE CAMP

SCOPE OF WORK

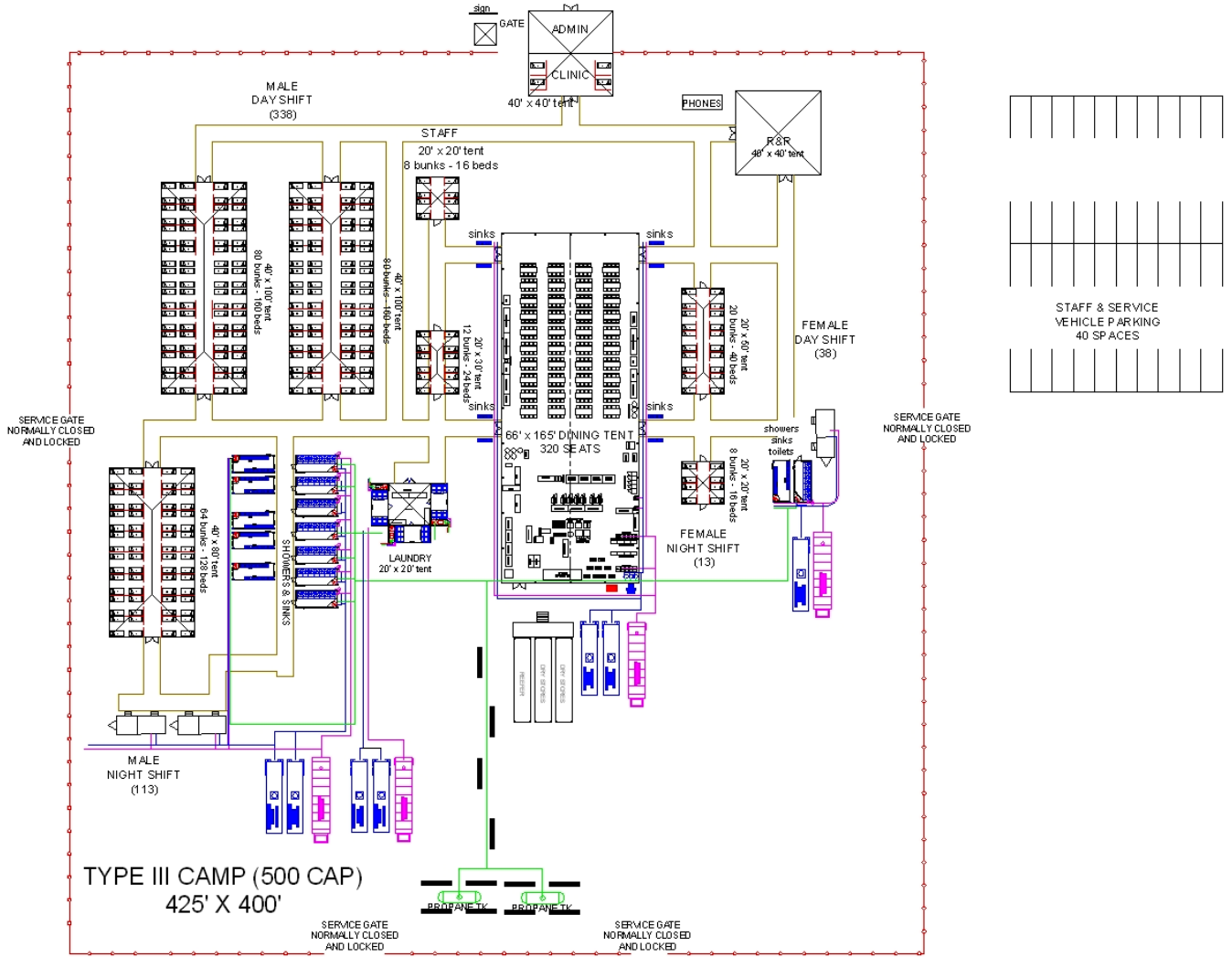
SECTION V



TYPE II BASE CAMP

SCOPE OF WORK

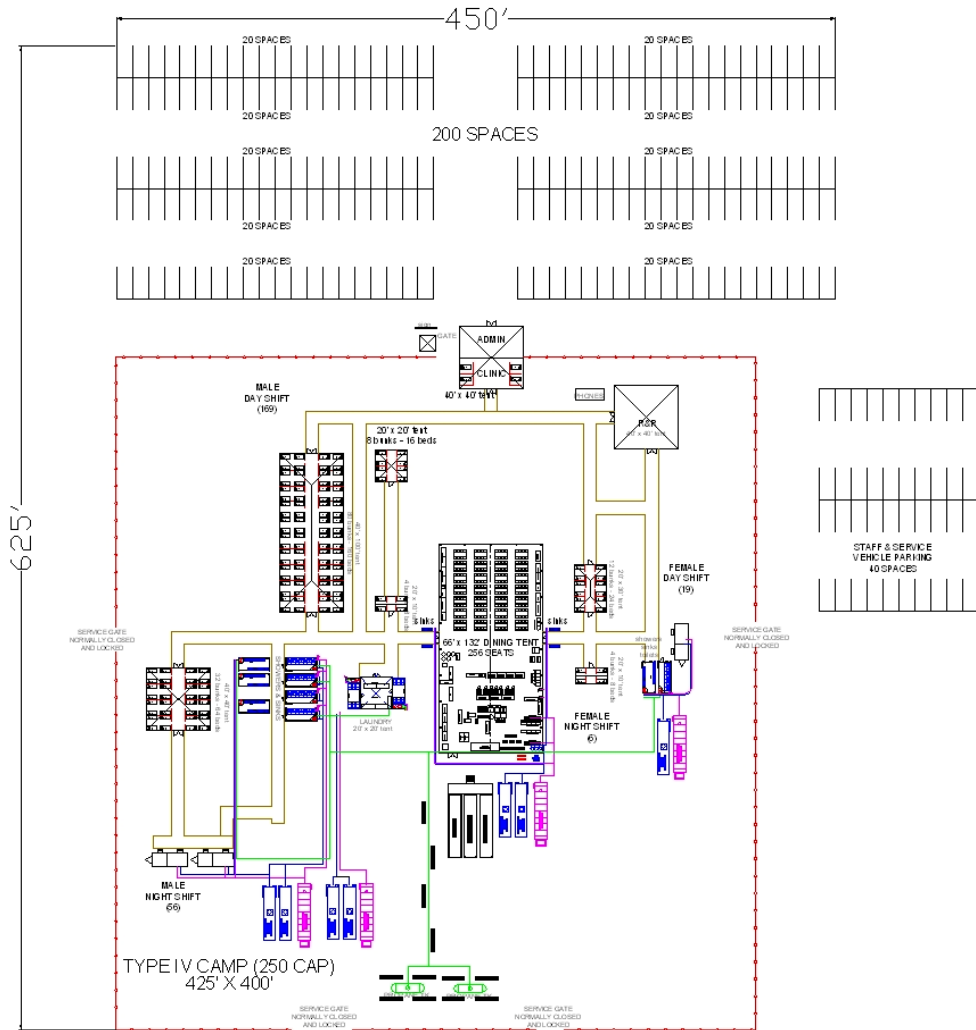
SECTION V



TYPE III BASE CAMP

SCOPE OF WORK

SECTION V



TYPE IV BASE CAMP

SCOPE OF WORK

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 on Award Notice Pricing Spreadsheet, Tab 8.

**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. Vendors have provided the applicable pricing and response times for the applicable services they are providing in the Award Notice Pricing Spreadsheet, Tab 9.

SCOPE OF WORK

SECTION VII

OTHER SUPPLIES, EQUIPMENT & HUMAN RESOURCE REQUIREMENTS

In this Section, Vendors 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 must have the applicable purchase price, weekly rental, or hourly wage rates along with delivery response times in Award Notice Pricing Spreadsheet, Tab 10.