



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 28, 2014

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
3002-857-4501

SUBJECT: **AWARD NOTICE- Addendum # 1- Effective March 12, 2015**
CONTRACT NO. GSS14719-FOOD
Food & Food Related Solutions and Services

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid through September 20, 2015, unless terminated early or extended in accordance with the terms and condition of the National Joint Powers Alliance (NJPA) Master Agreement.

Addendum # 1- Effective March 12, 2015- NJPA has allowed this contract to expire.

The new contract is available at: GSS15719-FOOD, Food and Food Service Equipment

http://contracts.delaware.gov/contracts_detail.asp?i=2974

3. VENDORS

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GSS14719-FOODV01 NJPA Contract # 08311-SPG FSF Vendor ID: 0000221043 Provista, LLC 250 E John Carpenter Freeway Irving, TX 75062-2806 Attn: Tom Ackerman Phone: 972-910-6434 Email: tackerma@provistaco.com Website: www.provistaco.com	AUTHORIZED DISTRIBUTOR GSS14719-FOODV02 FSF Vendor ID: 0000112153 US Foods, Inc. 300 Berkeley Dr Swedesboro, NJ 08085-1268 Phone: 856-241-4000 or 800-336-3313 Fax: 856-241-0649 Website: www.usfood.com
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4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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The state reserves the right to add locations or delete locations as needed.

The following agencies are known users of the contract. It should be understood that additional agencies and/or school districts not listed may require service. Route schedules shall be furnished to Food Service Supervisors of each agency within 30 days of contract award.

DEPARTMENT OF HEALTH & SOCIAL SERVICES FACILITIES: Delivery made to DHSS/DSCYF locations should be guaranteed within 72 hours of original order.

GOVERNOR BACON HEALTH CENTER: P.O. Box 599, Delaware City, Delaware, 19706. Monday through Friday, 7:00am to 2:00pm, excluding holidays.

DELAWARE HOSPITAL FOR THE CHRONICALLY ILL: 100 Sunnyside Road, Smyrna, DE 19977. Monday through Friday, 8:00am to 2:00pm, excluding holidays.

DELAWARE PSYCHIATRIC CENTER: 1901 North DuPont Hwy. New Castle, DE 19720. Monday through Friday, 8:00am to 2:00pm, excluding holidays. Deliveries must be during the first week of each month in addition to other times that may be required.

STOCKLEY CENTER: 26351 Patriots Way, Georgetown, DE 19947. Monday through Friday, 8:00am to 4:00pm, excluding holidays.

FERRIS SCHOOL: 959 Centre Road, Wilmington, DE 19805. Monday through Friday, during daylight hours, excluding holidays.

NEW CASTLE COUNTY DETENTION CENTER: 963 Centre Road, Wilmington, DE 19805. Monday through Friday, during daylight hours, excluding holidays.

STEVENSON HOUSE: 700 N. DuPont Blvd., Milford, DE 19963. Monday through Friday, during daylight hours, excluding holidays.

DEPARTMENT OF CORRECTION

JAMES T VAUGHN CORRECTIONAL: Smyrna Landing Road, Smyrna, DE 19977. Deliveries shall be made to the Central Warehouse, Monday-Friday, 6:30 a.m. to 11:00 a.m., and 11:30 a.m. to Noon and shall be accepted by the Correctional Officer Warehouse Supervisor or their designee only. Deliveries will not be accepted on State holidays and weekends.

6. SHIPPING

A packing label must be on each box and include the following items, visible on the outside of the box:

- Contract User's Name
- Address
- Department and floor
- Contact
- Telephone number

A packing slip must also be included which will include information such as:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit Price

- PO Number

7. **PRICING**

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Prices shall remain firm for the term of the contract unless Government Support Services accepts and agrees to a price adjustment as specified below.

All prices shall be quoted in U.S. Dollars.

Please refer to the Pricing Spreadsheet for item pricing.

ADDITIONAL TERMS AND CONDITIONS

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8. **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.

9. **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.

10. **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.

11. **ORDERING PROCEDURE**

Orders will be made directly to the Authorized Distributor. The 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.

12. **PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS14719-FOOD** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

13. **OVERLAPPING CORE LIST ITEMS**

All current central contracts are listed at <http://gss.omb.delaware.gov/contracting/index.shtml>. Any applicable agency contracts are listed on that agencies website. The below contracts are mandatory use under 29 Del. C. §6911 (d) by every state department and agency within the Executive Branch and Judicial Branch of the state government. The following contracts may have overlapping core list items and expirations may be extended. Items that may be duplicated in Contractor’s catalog, must be purchased from the below contracts. Where the Contractor’s items cost less, the below awarded vendors **must** be offered the opportunity to meet or beat the Contractor’s price.

Contract Name	Contract Number	Expiration
Bread and Bread Products	GSS12005A-BREAD_PROD	6/30/2015
Coffee and Tea	GSS12044C-COFFEE/TEA	9/30/2014
Commodity Beef Processing of Frozen Ground Beef	GSS11055A-BEEF_PROCESS	6/30/2015
Ice Cream	GSS12035-ICE_CREAM	7/31/2015
Meat, Poultry, Fish and Dairy	GSS14578-MEAT	3/31/2015
Milk and Milk Products	GSS13036A-MILK_PROD	8/31/2014
Packaged Food	GSS14490A-PACK_FOOD	3/31/2015
Pizza - Fresh	GSS12668-PIZZA	6/30/2015
Produce	GSS13662-PRODUCE	6/30/2015
Soft Pretzels and Cookies	GSS12667-PRETZEL	6/30/2015

In the case of [Packaged Food](#), the items awarded to Karetas Foods, Inc. are not included in the above prohibition. The [Pricing Spreadsheet](#) lists the applicable items.

14. REQUIREMENTS

- a. No service fees or additional cost will be invoiced to Contract Users by the supplier during the term of this agreement (except as described in this ITB or mutually agreed upon in writing).
- b. There will be no “small order”, “minimum order”, or “special order” charges or surcharges.
- c. There will be no return fees for inaccuracies or other errors on the part of the supplier.
- d. Any rush delivery that occurs as a result of Supplier’s error (e.g. stock-outs, delivery of wrong product, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.
- e. You may also provide catalog(s) and price list(s) for all of the food products that you sell that include all of the different price tiers available for each product. An electronic copy is preferred. The price listed therein will be the prices that the state will use for off-contract purchases during the term of the contract. Please not that as a high volume purchaser of contracted items, the state expects to receive the lowest price offered on off-contract items.

15. 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.

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16. 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.

17. 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.

18. 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>.

19. COST SAVINGS

The nutritional information displayed on Usfood.com includes the following:

- Serving Size
- Calories
- Calories from fat
- Total fat and RDV%
- Saturated fat and RDV%

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- Trans Fat
- Cholesterol and RDV%
- Sodium and RDV%
- Total Carbohydrate and RDV%
- Dietary Fiber and RDV%
- Sugars
- Protein
- Vitamin A
- Vitamin C
- Calcium
- Iron

20. **NUTRITION**

Usfood.com Nutrition and Ingredient Examples:

The screenshot shows a web browser window titled "Product Detail Viewer - Windows Internet Explorer provided by U.S. Foodservice". The main heading is "YOGURT, STRAWBERRY FRUIT-ON-THE-BOTTOM REF" with a "NOV" tag. The product details are as follows:

- Product Number: 1395169
- Brand Name: DANNON
- Package Size: 12/6 OZ
- Sold By: CS
- Partial Units Available: NO
- Price Full: \$6.39 CS

Below the details are several checkboxes: "Discontinued:" (unchecked), "Next Day Gourmet:" (unchecked), "Just-In-Time:" (unchecked), "Ready To Eat:" (checked), "Special Order:" (unchecked), and "Kosher:" (checked). To the right is an image of a Dannon Fruit On The Bottom Strawberry yogurt container.

The interface includes tabs for "Product Information", "Nutritional", and "Shipping". Below the tabs, there are links for "Product Information", "Preparations and Cooking", and "Serving Suggestions". The "Product Information" section contains the following text:

Manufacturer Name: DANNON CO. (6441)
Mfr. Product #: 104

Ingredients:
CULTURED GRADE A LOW FAT MILK, STRAWBERRIES, SUGAR, FRUCTOSE SYRUP, FRUCTOSE, HIGH FRUCTOSE CORN SYRUP, CONTAINS LESS THAN 1% OF MODIFIED CORN STARCH, PECTIN, NATURAL FLAVORS, MALIC ACID, CARROT JUICE CONCENTRATE, CARMINE AND TURMERIC (FOR COLOR), DISODIUM PHOSPHATE, TRICALCIUM PHOSPHATE.

Additional Description:
Dannon is the # 1 Fruit on the Bottom yogurt. This yogurt is made from milk that has between .5 and 2% milkfat. Dannon individual serve products provide a healthy meal/snack alternative with grab'n'go convenience. Excellent source of calcium.

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Product Detail Viewer - Windows Internet Explorer provided by U.S. Foodservice

YOGURT, STRAWBERRY FRUIT-ON-THE-BOTTOM REF NOY

Product Number: 1395169
Brand Name: DANNON
Package Size: 12/6 OZ
Sold By: CS
Partial Units Available: NO
Price Full: \$6.39 CS

Discontinued: Next Day Gourmet: Just-In-Time:
 Ready To Eat: Special Order: Kosher:



[Product Information](#) | [Nutritional](#) | [Shipping](#)

[Close Window](#) | [Printer Friendly](#)

[Nutritional Facts](#)
[Vitamins and Minerals](#)

Click to View our Nutritional Disclaimer

Nutritional Facts	
Serving Size: 6 oz (170gr)	
Amount per Serving	
Calories: 150	Calories from Fat: 15
	% Daily Value*
Total Fat: 1.5g	2%
Saturated Fat: 1g	5%
Trans Fat: 0g	
Cholesterol: 5mg	2%
Sodium: 110mg	5%
Total Carbohydrate: 28g	8%
Dietary Fiber: .5g	2%
Sugars: 26g	
Other Carbohydrates:	

DOC SECURITY REQUIREMENTS & PROCEDURES

1. REQUIREMENTS

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

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the DPC including their name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to within the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time it takes the guards to inspect the vehicles.
- f. Proper construction clothing is required. Short pants are not permitted.
- g. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
- h. Contractor is also advised that only limited movement will be permitted while inside the compound.
 - i. Contractors are requested to notify the Director of Custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
 - j. Completion of "Security Clearance Application" is required for all employees (see next page for application).

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

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

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

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

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

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

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

CITY/STATE OFFENSE OCCURRED: _____ DATE: _____

COUNTRY (IF OTHER THAN USA): _____

OFFENSE: _____ SENTENCE: _____

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

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

ARE YOU RELATED IN ANYWAY TO ANYONE INCARCERATED IN A DELAWARE INSTITUTION? : YES NO
IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: _____

REASON FOR CLEARANCE: _____ DATE OF ACTIVITY: _____

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

SIGNATURE: _____ DATE: _____

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

DELAWARE WANTS/WARRANTS: _____ DELAWARE CRIMINAL HISTORY: _____

NCIC WANTS/WARRANTS: _____ NCIC CRIMINAL HISTORY: _____

DELJIS/NCIC INVESTIGATOR: _____

SIGNATURE: _____ DATE: _____

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

Signature: _____ Date: _____

3. CONTRABAND/TOOL CONTROL

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

“A person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduce any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”

b. No one may introduce into or possess on the grounds of any institution of any of the following that are considered to be contraband except as noted.

1. Any intoxicating beverage
2. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician
3. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration
4. Any instrument that may be used as an aid in attempting an escape
5. Any Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized
6. Any article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel

c. In addition to above, no inmate may possess:

1. Any tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel
2. Money

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- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the Institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the Institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the. At entry control points, vehicles and personnel will be searched including any tools or relating equipment. No tools will remain on won work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.
- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.
 1. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
 - a. Diamond-point drills
 - b. Ice picks
 - c. Hones and sharpening stock.
 - d. Metal cutters, blades
 - e. Bolt cutters
 - f. Cleaners
 - g. Cutting torches
 - h. Electric drills, portable
 - i. Electric bench and portable grinders
 - j. Files
 - k. Gear pullers
 - l. Diamond point and regular hacksaw blades.
 2. Lost or stolen tools must be reported to security of the Department of Correction.
 3. Broken saw blades must be removed from the property (not left or discarded on site).
 4. GENERAL REQUIREMENTS
 - a. When workers are finished for the day, all tools will be accounted for by the worker and escorting officer.
 - b. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
 - c. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
 - d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.
 - e. Anything of unusual nature as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.

- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered with.
- g. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- h. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.

5. SPECIAL REQUIREMENTS

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- c. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- d. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

6. SITE SECURITY

- a. The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):
 - 1. Photo Identification Card
 - a. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Address
 - b. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collect at the end of the day and returned to the Main Gate.

2. Assigning Men to the Site

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

3. Tools and Materials

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

4. Prison Records

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

5. Workmen Lunch Area/Searches

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

6. Prohibited Items

The following items are prohibited from being brought onto the prison grounds and construction site:

- a. Alcoholic beverages and drugs
- b. Explosive and firearms
- c. Tobacco products

7. Working Dress and Workmen:

Workmen will maintain proper attire while working at the institution.

8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
10. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
11. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc. Also no affectionate or intimate behavior between official visitors and inmates is permitted.

12. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
14. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmates and/or prison personnel are strictly prohibited.
16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
18. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.
19. Tools and Equipment Safety:
 - a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
 - b. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 - c. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent's direction for control of powder used and stored.
20. Construction Personnel Vehicle Parking:
 - a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.

The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.