



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

# State of Delaware

## Fire and Water Damage Remediation Services

### Request for Proposal

**Contract No. GSS17775-DSTR\_RCVRY**

*March 22, 2017*

**- Deadline to Respond -  
April 26, 2017  
1:00 PM (Local Time)**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO. GSS16775-DSTR\_RCVRY**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Fire and Water Damage Remediation Services. The proposal consists of the following:

- 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 (2<sup>nd</sup> tier spend) Report
  - j. Attachment 10 – Office of Supplier Diversity Certification Application
  - k. Attachment 11 – Bond Form
  - l. Attachment 12 – Proposal Reply Requirements
  - m. Appendix A – Scope of Work Details
  - n. Appendix B – Standards and Definitions
  - o. Appendix C – DOC Security Requirements
  - p. Appendix D – Historical and Cultural Affairs Requirements
  - q. Appendix E – Pricing Form(s) and Instructions

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 **April 26, 2017** at **1:00pm** (Local Time) to be considered.

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contract #: GSS17775-DSTR\_RCVRY  
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 call Dennis J Smith at 302-857-4544 or email [Dennis.Smith@state.de.us](mailto:Dennis.Smith@state.de.us)

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**I. INTRODUCTION**

**A. PURPOSE**

The purpose of this Request for Proposal is to obtain sealed proposals to establish a contract through competitive negotiation with vendors who provide fire and water damage clean-up remediation, restoration, and water extraction.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the above services.

**1. COMPETITIVE SEALED PROPOSAL**

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

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

**2. CONTRACT REQUIREMENTS**

This contract will be issued to cover the requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

**3. MANDATORY USE CONTRACT**

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

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**4. COOPERATIVE USE OF AWARD**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

**5. MULTIPLE SOURCE AWARD**

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

**6. POTENTIAL CONTRACT OVERLAP**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**7. CONTRACT PERIOD**

Each Vendor's contract shall be valid for a **two (2)** year period from **July 1, 2017** through **June 30, 2019**. Each contract may be renewed for **three (3) one (1)** year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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

**B. KEY RFP DATES/MILESTONES**

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

Activity	Due Date
RFP Availability to Vendors	March 22, 2017
<b>Mandatory</b> Pre-bid Conference	N/A
Written Questions Due No Later Than (NLT)	April 5, 2017
Written Answers Due/Posted to Website NLT	April 12, 2017
Proposals Due NLT	April 26, 2017
Public Proposal Opening	April 26, 2017
Proposal Evaluation/Presentations as required	As required
Vendor Best & Final Discussions, as required	As required
Contract Award	Will occur within 90 days of bid opening

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**C. INQUIRIES & QUESTIONS**

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **April 5, 2017**. All questions will be answered in writing by **April 12, 2017** and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

**D. RFP DESIGNATED CONTACT**

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

**Dennis J Smith  
State of Delaware  
Government Support Services  
Contract #: GSS17775-DSTR\_RCVRY  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**Or**

**Dennis.Smith@state.de.us**

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

**E. CONTACT WITH STATE EMPLOYEE**

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

**II. SCOPE OF WORK**

**A. OVERVIEW**

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for 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.

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**B. STATEMENT OF NEEDS**

This contract will be issued to cover the Fire and Water Damage Remediation Services requirements for Government Support Services, Delaware Surplus Services and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

The primary goal of this RFP is to contract with vendors who can respond rapidly to the fire, water, or other disaster damage occurrences in order that the clean-up phase of the occurrence can commence as quickly as possible so that overall damage can be assessed and repairs can be procured.

**C. DETAILED REQUIREMENTS**

The technical requirements of this RFP are stated in Appendix A and D. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

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**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 preprinted 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**

**The Bid Bond requirement has been waived.**

**L. PERFORMANCE BOND REQUIREMENT**

Contractors awarded contracts are required to furnish a **\$100,000.00** Performance Bond in accordance with Delaware Code Title 29, Section [6927](#), to the State of Delaware for the benefit of Government Support Services with surety in the amount of **\$100,000.00** of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Attachment 11.

**M. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

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



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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 **April 26, 2017**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware  
Government Support Services  
Contract #: GSS17775-DSTR\_RCVRY  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

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

**N. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the term of the contract. 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**

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment 3 to be considered.** Exceptions listed elsewhere in the Vendor's proposal will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

**W. BUSINESS REFERENCES**

Business references where you have provided similar services 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**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor’s proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor’s information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) (“FOIA”). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

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In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific 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, 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. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**AA. PRICE NOT CONFIDENTIAL**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

**BB. 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
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**III. 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, email, 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.

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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 five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

**7. AUTHORITY OF AGENCY**

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

**8. OR EQUAL (PRODUCTS BY NAME)**

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

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**B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

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

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
  - b. The vendor's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the vendor is qualified legally to contract with the State;
  - e. Whether the vendor supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria for a particular procurement which an agency may establish
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: The communicated ability of any one vendor to meet the needs of the entire State representative of the best value to the State

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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:

- Brief history of the organizations, including accreditation status, if applicable.
- Applicant’s experience, if any, providing similar services. At least three references are required (See § 22 – Special Provisions).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years.
- Experience of the Service Technicians.
- Describe the methodology/approach used for this project including details of required service and turnaround time.
- The bidder should take special care to address all items under criteria and scoring section below.

**E. CRITERIA AND SCORING**

	EVALUATION CRITERIA	
		<b>POINTS</b>
1.	The demonstrated ability in providing equipment/services of comparable specifications/scope and value.	20
2.	Describe the firm’s professional qualifications and experience, including those of any sub-consultants, in order to clearly demonstrate your ability to successfully furnish the services outlined.	15
3.	Provide a narrative discussing your approach to staffing, sub-consultant management and delivering timely and quality service on multiple assignments running concurrently and under duress (such as following an earthquake or other large-scale regional event)	20
4.	Compliance with Specifications – Followed instructions and thoroughness of RFP response.	20
5.	References	10
6.	Pricing	25
	<b>TOTAL SCORE</b>	<b>115</b>



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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.

**F. BEST AND FINAL OFFERS**

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

**G. REFERENCES**

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

**H. ORAL PRESENTATIONS**

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

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

**IV. MANDATORY PREBID MEETING**

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

**V. 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.

**BIDDER OR 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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**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'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. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b.** An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

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- c. Vendor usage reports for previous awards may be found at <http://contracts.delaware.gov/> and referring to the prior award contract page. 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 are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

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

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

**5. PUBLIC INSPECTION OF PROPOSALS**

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

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be

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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. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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 acceptable invoice from the vendor.

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

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- 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.

## 15. PRICES

Prices and/or rates shall remain firm for the initial **two (2)** 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.

## 16. 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.

## 17. 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.

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

**18. SHIPPING TERMS**

FOB Destination, freight prepaid.

**19. ELECTRONIC CATALOG**

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

**20. INDEPENDENT CONTRACTORS**

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

**21. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**22. ACA SAFE HARBOR**

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

**23. 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.

**24. 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 per occurrence/\$3,000,000 aggregate,  
and
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,



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and

- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

- d. 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 other,

and

- e. 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.

All contractors must carry (a), (b), (c), (d) and (e) depending on the type of service or product being delivered.

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:

**State of Delaware  
Government Support Services  
Contract # GSS17775-DSTR\_RCVRY  
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.**

## **25. STATE OF DELAWARE BUSINESS LICENSE**

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

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

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

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**26. INDEMNIFICATION**

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

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

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

**27. 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 terminate any individual orders in accordance with General Provisions, Item 47 below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. 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.

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**28. FORCE MAJEURE**

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

**29. 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.

**30. OPPORTUNITY BUYS**

The Director for the State of Delaware, Office of Management and Budget, Government Support Services 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](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.

**31. I FOUND IT CHEAPER**

Director for the State of Delaware, Office of Management and Budget, Government Support Services can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See

[http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_found\\_cheaper\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf). The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

**32. 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.

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

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attachment to [vendusage@state.de.us](mailto:vendusage@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 Order 44, 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 [vendusage@state.de.us](mailto:vendusage@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.

### **33. 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, email, fax or computer on-line systems.

### **34. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS17775-DSTR\_RCVRY** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### **35. 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.

**36. 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.

**37. 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.

**38. 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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**39. 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 its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7, and are subject the approval and acceptance of Government Support Services.

**40. 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.

**41. ENVIRONMENTAL PROCUREMENT REQUIREMENTS**

- a. 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](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.
- b. 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.
- c. 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).
- d. 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://www.gss.omb.delaware.gov/contracting/documents/environmentally-preferred-purchasing-policy.pdf>

**42. PERSONNEL, EQUIPMENT AND 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 subcontractors 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.

#### 43. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

#### 44. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

#### 45. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:  
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)



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**46. 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> .

**47. 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 \$500,000 for new construction (including painting and decorating) or \$45,000 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.

**48. DISPUTE RESOLUTION**

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.



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**49. 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 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.

**50. 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 thirty (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.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s).

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A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- 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.

## **51. 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.

## **52. 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.

## **53. 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.

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**54. 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 or order.

**55. 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, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**56. 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.

**57. 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.

**58. 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.

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**59. 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.

**60. 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.

**61. 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.

**62. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor or reseller 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.

**63. 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.

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- 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>.

#### **64. 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

#### **65. ASSIGNMENT**

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

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**66. NOTICE**

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

**State of Delaware  
Government Support Services  
Contract #: GSS17775-DSTR\_RCVRY  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**67. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

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

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**68. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**C. AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF PROPOSALS**

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

**2. MATERIAL GUARANTY**

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

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**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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**VI. PROPOSAL REPLY SECTION for CONTRACT NO. GSS17775-DSTR\_RCVRY**

**Fire and Water Damage Remediation 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 **April 26, 2017 at 1:00pm** (Local Time) at which time bids will be opened.

**NO MANDATORY PRE-BID MEETING**

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contract #: GSS17775-DSTR\_RCVRY  
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.: **GSS17775-DSTR\_RCVRY**

Contract Title: **Fire and Water Damage Remediation 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.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

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Government Support Services

**Attachment 2**

**CONTRACT NO.: GSS17775-DSTR\_RCVRY**

**TITLE: Fire and Water Damage Remediation Services**

**DEADLINE TO RESPOND: April 26, 2017**

**NON-COLLUSION STATEMENT**

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, 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, Office of Management and Budget, Government Support Services.

	Corporation
	Partnership
	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 (5) 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 \_\_\_\_\_



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**Attachment 4**

Contract No.: **GSS17775-DSTR\_RCVRY**  
Contract Title: **Fire and Water Damage Remediation 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.	Outline a detailed plan to provide continued service and support to the State and Eligible Users in the event the your company goes out of business, merges with another company, is acquired by another company, etc.

2.	List any past disputes as a result of which your company has been terminated from an awarded contract. List the company's name, the term of the contract, and an explanation as to why your company was terminated.

3.	Identify any certifications the employees who will be providing the services identified in this RFP are required to hold

4.	Identify the number of facilities or offices your company can effectively provide services to simultaneously.



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Attachment 6

Contract No.: **GSS17775-DSTR\_RCVRY**  
Contract Title: **Fire and Water Damage Remediation 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 provide a separate list the contract(s).

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

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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**Attachment 7**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. GSS17775-DSTR_RCVRY	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
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		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
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**





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Attachment 9

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

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

**Note:** A copy of the current 2<sup>nd</sup> Tier Usage Report will be sent by electronic mail to the Awarded Vendor

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

**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](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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Attachment 11

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the \_\_\_\_\_ (“**Owner**”) (*insert State agency name*), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Contract**”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

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Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

**PRINCIPAL**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

**SURETY**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

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**Attachment 12**

**PROPOSAL REPLY REQUIREMENTS**

The response should contain the following minimum information:

1. A brief Cover Letter signed 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.

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 paperwork.
2. **One (1)** electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Any copies of electronic price files shall be included on the same electronic media, but shall be saved separately from.

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**APPENDIX A  
SCOPE OF WORK**

**A. OVERVIEW**

This contract is limited to remediation projects not exceeding \$45,000 in cost. Work will be assigned on an as-needed basis for emergency restoration services including (but not limited to):

- Water Extraction
- Fire, Smoke and Water Damage Restoration
- Debris Removal
- Sewage Backup/Overflow
- Mold Remediation

Awarded vendors remain eligible to compete for projects in excess of \$45,000, but must be compliant with all public works regulations and/or policies, including prevailing wage law, per 29 Del. C. §6960.

**B. APPENDICES**

In addition to this Appendix A, Scope of Work, the following Appendices are incorporated into this solicitation either attached to this document or as a separate document. All Appendices are to be taken into consideration when responding to the solicitation in both the proposal response and price proposal.

1. Appendix B: Reference Standards and Definitions for which work is to be completed in compliance with
2. Appendix C: Delaware Department of Correction Security Requirements
3. Appendix D: Historical and Cultural Affairs Requirements
4. Appendix E: Pricing Forms and Instructions

**C. CUSTOMER SERVICE**

The Vendor(s) shall provide the State a single, local point of contact (and a backup) to handle service requests, questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. Vendor shall provide the State with an after-hours contact for emergency remediation situations. Vendor is responsible to provide immediate notification of any changes in Customer Service contact information to the Government Support Services Contract Officer overseeing the contract.

**D. CONTRACTOR REQUIREMENTS/QUALIFICATIONS**

Have the facilities, experience, qualifications, and expertise to provide professional advice and packing, freezing, and drying services to the Agencies affected by a disaster. Other services will include air treatment, smoke neutralization, sanitization, deodorization and the treatment and removal of mold. Experience in inventory is crucial.

Provide freezer and/or drying trucks, packing supplies, all the materials have to be identified, inventoried, and kept in as much order as possible given the situation in the Agency, and personnel to assist the Agencies that have been affected by a disaster that is beyond their capability of handling.

Have systematic procedures and policies in place for the removal of library materials from a disaster-struck Agency to ensure that all the materials have been identified, inventoried, and kept in as much order as possible given the situation in the Agency.

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Have the facilities that are capable of secure storage/control access for items that contain protected information or are confidential by statute.

Have the capacity to freeze large quantities of library materials if the quantity to be dried is too large for the current drying capacity of the firm due either to the current available space or the amount of the material.

Have the facilities and expertise to dry varying amounts of materials of varying degrees of humidity and to remove mold and decontaminate materials when necessary.

Have drying policies and procedures in place to determine when the materials have reached normal equilibrium. Ensure that all materials are completely dry.

When appropriate, have the capability, and/or arrangements, for cleaning the materials after they have been dried.

Be capable of returning the materials to the affected Agency in order, in appropriate boxes, etc., and in as usable a form as possible considering the degree of the disaster.

Vendor(s) must have the capability to recover historically valuable items that are on exhibit through the State.

The Vendor(s) will create and maintain an inventory of the archival, library and records (materials) removed from the affected agency and provide the affected agency an update to inventory and status of removed materials as the condition of the items are identified and change throughout the remediation process.

**E. RESPONSE TIME**

Work will be assigned on an as-needed basis for emergency restoration services including (but not limited to):

- Water Extraction
- Fire, Smoke and Water Damage Restoration
- Debris Removal
- Sewage Backup/Overflow
- Mold Remediation

**Contractor shall commence work no later than 24 hours of being called by the Agency or designated preservation site, unless the Agency or designated preservation site specifies otherwise.**

All work under the Contract shall be performed during normal business hours. Business hours are from 8:00 AM to 4:30 PM, Monday to Friday.

Any work to be performed after hours shall be pre-approved by the Agency.

Contractor shall submit a written quotation for every task order with a “Not to Exceed” price for all projects. The quotation will be based on the rates listed on the bid form, and will establish mobilization, materials and equipment charges for the project. Contractor shall visit the project site(s) and thoroughly investigate existing conditions prior to submitting quotation,

Contractor shall make every effort to meet established delivery dates and other deadlines. Circumstances that may delay delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the Agency immediately upon

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discovery. The Agency and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within thirty (30) days of written notice by the Agency, the Agency may obtain the undelivered goods and/or non-performed services from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the Agency will be entitled to reasonable compensation as stated under remedies.

**F. SERVICE SUMMARY**

Provide the most practical and efficient options for the salvage, recovery and rehabilitation of the collections, whether this means packing, freezing, and vacuum-freeze drying; packing, freezing, and drying at another facility; drying the materials and building in place; or other options.

Freeze and completely dry the library and/or archival materials such as papers, photographs, microforms (film and fiche), tapes (audio and video), motion picture films, electronic storage devices/hardware affected by a disaster and return these materials to the Agency in usable form when completed.

During the drying process constantly monitor and manipulate the materials to ensure that they are completely dried and not stuck together.

Under the direction of the Agency staff or designated preservation professional, provide advice to affected libraries/archives, on their damaged materials.

Secure Destruction. If warranted, Vendor(s) must have the ability of secure destruction of items that cannot be recoverable and or are not valuable enough to expend funding to recover. Vendor(s) will verify with the agencies that they have notified the Archives of the situation and received approval for the destruction of the public records prior to their destruction.

**G. CONDITIONS OF WORK**

The performance of work shall be in accordance with the following terms, conditions and requirements:

1. General

The work shall be performed in a proper workmanlike manner to the entire satisfaction of the Agency.

In performance of the Contract, Contractor agrees to carry out all work in strict compliance with all laws, building codes, rules and regulations set forth by Municipal, State and Federal authorities having jurisdiction in effect on the date of the Contract.

Contractor shall protect all building equipment, surfaces, etc. from damage and shall perform repairs/replacement of any damaged items to as new condition thereto at their own expense to the entire satisfaction of the Agency. Further damage shall be prevented to equipment, surfaces, etc. that have been damaged by water or fire.

Contractor shall maintain a safe work site at all times. Adequate precautions shall be taken to prevent any injury to building users while Contractor's work is in progress.

Food Garbage shall be removed daily.

Contractor shall provide a Safety Plan for each project during the planning phase.



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Contractor shall be responsible for portable power for Remediation equipment, if utility power is not available.

Vendor(s) shall be responsible for all portable water requirements for remediation services when normal water sources are not available.

2. Contractor Staff & Subcontractors

Contractor's field personnel shall wear uniforms identifying them as employees of Remediation Contractor for ease of identification by the Agency. Contractor shall enforce strict discipline and order amongst their employees while on Agency premises, and shall be subject to the rules and regulations established by the Agency. Personnel deemed unacceptable by the Agency, for any reason, will not be allowed to perform work under the Contract with the Agency.

Contractor shall provide the Agency with the names of service personnel that will be assigned to each project.

Contractor shall supervise, direct the work, and be solely responsible for all construction requirements.

A representative shall be designated from the Contractor who shall be the main contact person relating to all information, requests or any other items relating to the Contract.

Quality Control: The Contractor shall assign a supervisor to perform a survey of every project to verify that the projects conform to the requirements as detailed herein.

Agency keys/Cards shall be checked out from the Agency as necessary. A signature log of key use shall be maintained by the Agency. Contractor's person assigned to the Agency shall be issued keys as required. A valid government issued identification card shall be held by the Agency for each key or access card checked out. Duplication of any Agency key is forbidden. Any and all costs occurring due to the loss of keys by Contractor, including the changing of locks, shall be paid at the sole cost and expense of Contractor.

For areas where escorts are required to be with the Contractor's personnel, the Contractor shall arrange for the Agency's contracted Security contractor to be present in the work site. An Agency representative may escort the Contractor in lieu of Security officers.

Contractors shall furnish all products and services required by the contract in accordance with contract requirements. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be identified.

The Agency has the option of hiring its own subcontractor for portions of the project.

All labor furnished by Contractor, including any subcontractors, shall be OSHA 10 certified and shall be fully-trained on his or her assigned tasks.

Contractor shall be responsible for parking company vehicles legally.

3. Work Site Updates

The Contractor shall perform an assessment of the damages and submit a written report to the Agency.

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Recommendations of repairs shall be included in the report along with estimates of said repairs.

The Contractor shall communicate the status of repairs and/or remediation to Owner at the beginning and close of normal working hours. Contractor will be allowed to submit weekly status reports, instead of daily status reports, only upon written approval of the Agency project manager.

Contractor shall not perform any alterations or additions to Agency property without the Agency's prior written approval. Contractor shall, in writing, provide the Agency with a scope of work description if alterations or additions are necessary or recommended.

The Contractor will be required to perform all work in keeping with Agency security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that Facilities' dress codes and overall policies are followed.

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**APPENDIX B  
STANDARDS AND DEFINITIONS**

**A. WATER DAMAGE**

1. Definition

- a) Category 1 Water - Water originating from a source that does not pose substantial harm to humans. Category 1 water is also referred to as “clean water.” Examples of clean water sources may include, but are not necessarily limited to the following:

- Broken domestic water supply lines;
- Tub or sink overflows with no contaminants;
- Appliance malfunctions involving domestic water supply lines;
- Melting ice or snow;
- Falling rainwater; and
- Broken toilet tanks and toilet bowls that do not contain contaminants or additives.

Clean water that has contact with structural surfaces and content materials may deteriorate in cleanliness as it dissolves or mixes with soils and other contaminants, and as time elapses.

- b) Category 2 Water - Water containing a significant degree of chemical, biological and/or physical contamination and having the potential to cause discomfort or sickness if consumed by or exposed to humans. Category 2 water is also referred to as “gray water.” Gray water carries microorganisms and nutrients for microorganisms. Examples of gray water sources may include, but are not necessarily limited to the following:

- Discharge from dishwashers or washing machines;
- Overflows from toilet bowls with some urine (no feces)
- Sump pump failures;
- Seepage due to hydrostatic pressure;
- Chilled and condensate water; and
- Fire Protection Sprinkler Water.

Gray water may contain chemicals, biocontaminants (fungal, bacterial, viral algae) and other forms of contamination including physical hazards. Time and temperature aggravate category 2 water contamination levels significantly. Gray water in flooded structures that remains untreated for longer than 48 hours may change to category 3 – black water.

- c) Category 3 Water - Grossly unsanitary water containing pathogenic agents, arising from sewage or other contaminated water sources and having the likelihood of causing discomfort or sickness if consumed or exposed to humans. Black water includes sewage and other contaminated water sources entering or affecting the indoor environment. Category 2 water that is not removed promptly from the structure may be reclassified as category 3 water. Toilet back flows that originated beyond the toilet trap are considered black water contamination, regardless of visible content or color. Category 3 water includes, but is not necessarily limited to all forms of flooding from:

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- Sewage/rainwater mixed; and
- Rising water from rivers or streams.

Such water sources carry silt and organic matter into structures and create black water conditions.

2. Water Damage Remediation

- a) Contractor's field personnel shall be certified by the Institute of Inspection Cleaning and Remediation Certification (IICRC) as Water Damage Remediation Technicians (WRT).
- b) Contractor shall preserve and/or repair Agency property according to standards / recommendations contained in the Institute of Inspection Cleaning and Remediation Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Remediation.
- c) For prolonged water incursion events that lead to the formation of mold growth, remediation efforts shall follow the IICRC Standard for Professional Mold Remediation (S520).
- d) Contractor shall be trained and familiar with the IICRC remediation protocols to perform water, mold and sewage Remediation efforts due to the amount of training, vaccination, personal protective equipment (PPE), and other safety requirements associated with the work activities.
- e) Agency personnel that are familiar with water extraction/cleanup activities may assist with small isolated clean water, or Category 1 water, Remediation activities if it is safe to do so and upon approval of their supervisor.
- f) Contractor is responsible for Indoor Air Quality (IAQ) testing after clean-up. A certified vendor shall certify that the area meets industry standards for re-occupancy.
- g) Contractor is responsible for having a structural engineer evaluate any water damage. Contractor shall follow the structural engineer's direction to repair the damage.
- h) Contractor shall provide the disposal process(es) for contaminated water and/or material. Water disposal is required to be dumped into a certified disposal site.
- i) All recyclable materials removed from the work site shall be recycled.
- j) Contractor shall provide all the necessary documentation of the damage and repairs for insurance purposes.

3. Water Damage Remediation Guidelines & Criteria

- a) Excess Water Removal - Excess water removal is essential as the beginning point of Remediation procedures. Removal of excess water may be achieved by physical means such as mopping or soaking up excess moisture from hard surfaces or furnishings. Water removal shall also be accomplished by the use of more sophisticated techniques and equipment such as pumps, or specially designed commercial wet vacuuming equipment.
- b) Evaporation - Once excess water is removed, remaining water must be changed from a liquid to a vapor by promoting evaporation. This shall be accomplished with specialized air-moving equipment.
- c) Dehumidification - Once moisture is evaporated from structural materials and contents into the air, the moisture must be removed from the air through dehumidification, or it must be externally

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exhausted. Failure to dehumidify may result in substantial secondary damage and present a significant health hazard.

- d) Temperature Control - Both evaporation and dehumidification are greatly enhanced by controlling the temperature in a confined environment. Additionally, microorganisms' growth is temperature related. Thus, temperature modification and control shall be employed for safe, effective drying.
- e) Monitoring - The damaged structure must be monitored starting with the initial assessment and evaluation, and continuing throughout the Remediation process. Monitoring procedures may include, but are not limited to the following:

Temperature and humidity readings;  
Updating drying progress status; and  
Checking the moisture content of structural wood and other materials with a moisture meter.

When applicable, monitoring also must include checking equipment operation, work progress and indoor environment quality. Drying Standards have been developed and are presented in.

- f) Inspection - Following the removal of excess water, a detailed inspection must be conducted that considers the extent of water migration, the types and quantities of affected materials and the degree of apparent damage. The information obtained may be used to analyze the extent of damage and to determine the job scope. Professional testing equipment and the principals of psychrometry must be used to formulate a plan to dry and restore, or replace both structural materials and contents. A comprehensive inspection may include, but is not necessarily limited to, the following:

- Identifying and evaluating health and safety hazards;
- Determining the source of water;
- Determining the need to protect floor covering materials and contents;
- Determining the extent of moisture intrusion;
- Determining the job scope;
- Evaluating flooring materials;
- Evaluating inventories and/or contents items;
- Evaluating the HVAC system if affected;
- Assess other structural materials (walls, ceilings, etc.);
- Documenting pre-existing conditions not related to the current loss (wear, urine contamination, delamination, etc.); and
- Establishing drying goals.

If the inspection conclusions require that any materials be removed, the project manager, building manager, or other responsible party is responsible for providing information regarding the presence of asbestos to the Remediation contractor. This information may be obtained by the use of the City's On-Call Asbestos Testing Contractors.

- g) Floor covering evaluation – Determination is to be made as to whether floor covering materials (e.g. carpet, cushion, vinyl, wood, laminates) are salvageable. Considerations may include, but are not necessarily limited to the following:

- Construction integrity; and
- Porosity and potential health effects from contaminants.

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Disposition of floor coverings and the ability to salvage them will be determined according to the appended Drying Standards.

- h) Structural Materials - Throughout the Remediation process, effort shall be directed toward anticipating secondary damage and attending to other structural components that may require drying, or demolition and replacement. This is especially important if water remains in contact with building materials longer than 24 hours, such as water on flooring in contact with gypsum board. These components may include, but are not necessarily limited to the following:
- Ceilings
  - Walls
  - Built-in furnishings and fixtures
  - Insulation
  - Structural wood
- i) Occupant Evacuation - For areas with extensive water damage, determine if occupants need to be evacuated from the damaged area, and, if so, estimate the duration of time. Factors used to make this determination may include, but are not necessarily limited to the following:
- Type of contamination (e.g., Category 1,2, or 3 water);
  - Obvious indications of high levels of microbiological or chemical contamination; and,
  - Presence of occupants who are immunocompromised or have mold allergies, asthma or other applicable medical conditions.
  - Structural damage.
- j) Technician Training
- Formal and up-to-date specialized training on Water Damage Remediation
  - Health and safety certifications
  - Technicians performing category 2 water (gray water) and category 3 water (black water) damage Restoration/Remediation must be trained in risks of exposure and procedures for safe cleanup of these materials.
- k) Personal Protection - Persons working in or around Category 3 water during the initial stage of decontamination, cleaning and biocide application must be equipped with personal protective equipment (PPE) including but not necessarily limited to the following:
- Rubber gloves
  - Eye protection
  - Protective suit
  - Rubber boots

An evaluation must be made to determine the necessity for respiratory protection. In the case of overhead hazards or contamination, hard hats must also be worn.

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**B. FIRE & SMOKE DAMAGE**

1. Definitions

- a) Light Damage – Damage consists of loose fire residues, which can be remedied by cleaning the walls, ceilings, and floors and contents. Residues may be confined to specific areas. No painting or replacements are required.
- b) Moderate Damage – Damage consists of more intense or persistent residues, which may be remedied by restorative cleaning procedures (Restoration/Remediation), painting, and floor refinishing. Localized heat damage may require replacement of a burned cabinet, appliances, or drywall. Fire odors may be minor or severe.
- c) Severe Damage – Fire damage has occurred to structural materials such as framing, and millwork, and finishes near the fire source; heavy deposits of carbon and smoke residues over a wide area; odors may be extremely obnoxious, particularly from confined, oxygen-starved fires. Enclosed wall and ceiling cavities may be infiltrated by smoke. Some contents may not be restorable by on-site methods. Repairs involve coordination of multiple trades.
- d) Very Severe Damage – Fire damage to major building elements, such as floors or roofing framing, heating and ventilation, utilities. Extensive water damage from fire suppression efforts or damaged water lines.

2. Fire & Smoke Damage Remediation

- a) Contractor shall perform a thorough inspection of the damaged site.
- b) Contractor shall evaluate and categorize the damaged site as Light, Moderate, Severe, or Very Severe Damage.
- c) All structural components that are charred, or which seal smoke or moisture within pockets of saturation shall be removed. In extensive losses, blown or bat insulation must be removed and replaced.
- d) All unsalvageable floor coverings shall be removed.
- e) All structural framing and subfloor materials must be evaluated for damage (charring, warping, etc.). Remove and replace as required.
- f) Salvable wall framing shall be treated with appropriate odor counteractants, which in some cases, may include an appropriate biocide, depending on the extent of microbial contamination.
- g) As close to the outset of Remediation/Remediation as possible, the HVAC must be either removed or thoroughly restored. This is particularly critical to prevent smoke particles, which range from 0.1 – 4 microns, from being released into respirable air.
- h) Framing materials must be allowed to dry to within 4% of normal moisture content which is typical for the geographical area.
- i) As successive areas are dried in, oxidize or otherwise neutralize odor by using a combination of ozone deodorization and wet or dry fogging. Both processes must be applied by trained professionals to avoid health risks or the potential for damage from the process itself.

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- j) Framing materials shall be sealed with an appropriate sealer, before replacing the drywall, paneling, decking, etc., to prevent odor from leaching out.
- k) Deodorizing shall continue throughout the Remediation, progressing from the least damaged areas back to the source.
- l) All affected drywall shall be replaced.
- m) Only Low VOC materials, adhesives, and coatings shall be used.
- n) All salvable furnishings, contents, and removable fixtures shall be processed meticulously in a Restoration/Remediation facility before being returned to a fully restored area.
- o) Complete and permanent deodorization using industry principles shall include, but not limited to, the following steps:
  - Remove all source of the odor as practical.
  - Clean all surfaces subjected to significant contamination
  - Recreate the conditions of odor penetration with an appropriate odor counteractant
  - Seal malodorous surfaces as required
- p) Contractor is responsible for Indoor Air Quality (IAQ) testing after clean-up. A certified vendor shall certify that the area meets industry standards for re-occupancy.
- q) Contractor is responsible for having a structural engineer evaluate any fire and/or water damage. Contractor shall follow the structural engineer's direction to repair the damage.
- r) Contractor shall provide the disposal process(es) for contaminated water and/or material.
- s) All recyclable materials removed from the work site shall be recycled.
- t) Contractor shall provide all the necessary documentation of the damage and repairs for insurance purposes.
- u) All aspects of the Restoration/Remediation work must comply with *IICRC Water Damage Restoration/Remediation Standard*, combined with information contained in the *ASCR Fire Restoration Best Practices Guide*.

3. Fire and Smoke Damage Remediation Guidelines & Criteria

- a) Inspection - A detailed inspection must be conducted that considers the extent of fire and smoke damage. A comprehensive inspection may include, but is not necessarily limited to, the following:
  - Identifying and evaluating health and safety hazards;
  - Determining the job scope;
  - Evaluating flooring materials;
  - Evaluating inventories and/or contents items;
  - Evaluating the HVAC system if affected;
  - Assess other structural materials (walls, ceilings, etc.);
  - Documenting pre-existing conditions not related to the current loss.



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If the inspection conclusions require that any materials be removed, the project manager, building manager, or other responsible party is responsible for providing information regarding the presence of asbestos to the restoration/remediation contractor.

- b) Structural Integrity – Structural integrity of facilities with Severe or Very Severe Damage shall be assessed by a registered professional structural engineer.
- c) Technician Training
  - Formal and up-to-date specialized training on Fire Damage Remediation
  - Health and safety certifications
- d) Personal Protection – PPE appropriate for the damaged site shall be worn. Safety glasses or other OSHA approved eye protection shall be worn at all times on the project site.

An evaluation must be made to determine the necessity for respiratory protection. In the case of overhead hazards or contamination, hard hats must also be worn.

### C. HVAC STANDARDS

All restoration/remediation aspects for Heating, Ventilation and Air Conditioning work must comply with the National Air Duct Cleaners Association (NADCA) standards for the assessment, cleaning and restoration of HVAC Systems.

### D. DRYING AND REMEDIATION STANDARDS

#### 1. Criteria for determining when Building Materials are “Dry”

The underlying principles that guided the development of these standards were:

- a) The ambient conditions must be stabilized and be able to be held at normal room conditions;
- b) The building materials must be returned to their equilibrium moisture content to prevent the active growth of fungal organisms; and
- c) The building materials must be returned to their pre-loss moisture state. When these three criteria are met, a building can be considered dry.

Drying services shall be considered sufficient when the following three conditions have been achieved.

- a) The interior ambient conditions are at or better than normal room conditions (50%RH @ 70° F);
- b) The moisture in the building materials themselves will not support the active growth of mold and mildew; and
- c) The building materials and contents will finish returning to equilibrium with normal room conditions by themselves without further damage to them.

#### 2. **Hardwood Floors & Subfloors** - For the purposes of this Standard, drying services on a hardwood and subfloors floor shall be considered sufficient when all four of the following conditions are met.

- a) The moisture content (MC) of the wood is decreasing.
- b) All affected wood is within 2.5% of its normal moisture content as determined by actual measurement in a control point elsewhere on the same floor.
- c) The differential of MC in wood from the top ¼” to the bottom ¼” is no more than 1%.

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- d) The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions.
3. **Drywall** - Drying services for drywall will be provided by an outside contractor. If drying procedures are not initiated within 48 hours of the initial water loss or dried within 72 hours, all wet drywall should be replaced. For the purposes of this Standard, drying services on drywall shall be considered sufficient when all four of the following conditions are met:
- a) The moisture content of the drywall is decreasing.
  - b) All affected drywall is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of drywall showed that the MC that should be expected in the building is 14%. Therefore, the maximum reading at the end of the job should be no more than 24 %.)
  - c) The differential of MC in wood from the top ¼" to the bottom ¼" is no more than 1%.
  - d) The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions.
4. **Concrete Block** - For the purposes of this Standard, drying services on concrete block shall be considered sufficient when all four of the following conditions are met:
- a) The moisture content of the concrete block is decreasing.
  - b) All affected concrete block is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of concrete block showed that the MC that should be expected in the building is 10%. Therefore the maximum reading at the end of the job should be no more than 20%).
  - c) 95% of the affected concrete block area meets criteria 1 & 2.
  - d) The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions.
5. **Plaster** - For the purposes of this Standard, drying services on plaster shall be considered sufficient when all four of the following conditions are met:
- a) The moisture content of the plaster is decreasing.
  - b) All affected plaster is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of plaster showed that the MC that should be expected in the building is 10%. Therefore the maximum reading at the end of the job should be no more than 20%).
  - c) 95% of the affected plaster area meets criteria 1 & 2.
  - d) The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions.
6. **Concrete** - For the purposes of this Standard, drying services on concrete shall be considered sufficient when all four of the following conditions are met:
- a) The moisture content of the concrete is decreasing.
  - b) All affected concrete is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of concrete showed that the MC that should be expected in the building is 10%. Therefore the maximum reading at the end of the job should be no more than 20%).
  - c) 95% of the affected concrete area meets criteria 1 & 2.

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- d) The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions.
7. **Carpeting** - For the purposes of this Standard, drying services on carpeting may be effective if the following conditions are met:
- a) The carpet is not wet with Category 1 or 2 water for more than 48 hours.
  - b) The carpet is not wet with Category 3 (black) water for any amount of time.
  - c) The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions.
  - d) Carpeting shall be steam-cleaned/sanitized and thoroughly dry prior to reoccupancy.
  - e) If 1 and 2 are not met, the carpet must be removed and replaced. Agency standards for carpet shall be followed.
8. **Insulation** - For the purposes of this Standard, thermal insulation materials used in walls or ceilings cannot be adequately dried and reused. If insulation material is determined to be wet, it must be removed from the building. The area where it was installed must be thoroughly cleaned, disinfected and dried. New insulation may then be installed.
9. **Crawl Spaces & Attics** – Crawl spaces and attics will be considered dry when all building materials in the area is returned to their equilibrium moisture content and returned to their pre-loss moisture state.

Materials that have been “dried” shall be inspected and approved by the Agency project manager or an Agency representative to ensure these Drying and Remediation Standards have been followed.

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**APPENDIX C**  
**Department of Corrections Security Requirements**

**I. REQUIREMENTS FOR ALL VENDORS/CONTRACTORS:**

The Delaware Department of Correction (DDOC) has established criteria for authorized entry into a correctional facility by Vendors/Contractors conducting business with the Department and requires the Vendor/Contractor to complete a Security Clearance Application (Attachment 1) and complete the Prison Rape Elimination (PREA) Acknowledgement Form (Attachment 2) prior to entering a DDOC facility. This security criterion shall be observed by all professional service visitors, volunteers, vendors, contractors, subcontractors (if any) and any applicable employee providing services in relation to the contract. While working inside the prison facilities, it must be clearly understood that prison security requirements will at all times take precedence over service and/or construction operations. The vendor shall comply with all such regulations and consider the regulations when preparing their bid response.

**II. CONTRACTORS PERFORMING CONSTRUCTION/REPAIR SERVICES:**

**A. Site Security**

**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) Prime contractor shall submit a list of all proposed workers who will be working on site to the Regional Maintenance Superintendent or Security Superintendent. The list shall include 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 the secure perimeter of the facility.
- 2) 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) Contractors are required to notify the Regional Maintenance Superintendent/or Security Superintendent upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- 4) Contractor must carry a Photo Identification Card.
- 5) It is essential that construction operation and debris removal be conducted in a manner to assure that materials that may be used as weapons do not fall into the hands of inmates.
- 6) Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- 7) In the event that construction requires the disruption of plumbing, electrical power, etc., the Regional Maintenance Superintendent 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

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unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered.

- 8) Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- 9) Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.
- 10) Construction Personnel Vehicle Parking
  1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
  2. 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.
  3. Parked vehicles must always have the ignition and doors locked.
- 11) 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 either provide 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.**
- 12) Workmen Lunch Area/Searches
  1. Workmen are expected to stay in their respective working areas during their lunch period unless leaving the grounds is permitted.
  2. All workmen are expected to submit to a search of themselves, toolboxes, lunch containers, and vehicles at any time if the search is deemed necessary.
- 13) 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.
- 14) It is 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.
- 15) 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.
- 16) It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.
- 17) No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- 18) Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.

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- 19) The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.
- 20) The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- 21) Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- 22) 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 the contractor communicate this confidentially to the Maintenance Superintendent.

**B. Equipment/Tool Inventory**

- 1) Inventory of all tools, equipment and supplies shall be taken by the Contractor at the beginning and end of each workday (Attachment 3). All unnecessary tools and equipment should be left at the shop. An assigned DDOC employee shall escort the Contractor or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or related equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions
- 2) Restricted Tools: The DDOC classifies a restricted tool as one that can be used by inmates either in effecting an escape or causing death or serious injury. The following tools are typical examples of a tool classified as restricted and shall not be considered all inclusive:
  1. Diamond-point drills
  2. Ice picks
  3. Hones and sharpening stock
  4. Metal cutters, blades
  5. Bolt cutters
  6. Cleaners
  7. Cutting torches
  8. Electric drills, portable
  9. Electric bench and portable grinders
  10. Files
  11. Gear pullers
  12. Diamond point and regular hacksaw blades
- 3) Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
- 4) Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent directions for control of powder used and stored.
- 5) Lost or stolen tools must be reported to security of the Department of Correction immediately.
- 6) Broken saw blades must be removed from the property (not left or discarded on site).
- 7) Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required

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to inspect the vehicles.

- 8) Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example, it takes between one half hour to one hour to enter or leave the facility.
- 9) Proper construction clothing is required. Short pants are not permitted.
- 10) Contractors are advised that only limited movement will be permitted while inside the compound.
- 11) Completion of a Security Clearance Form is required for all employees working on the project and will remain on file for one (1) year from clearance date.

**C. Special Requirements**

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.

**III. CONTRABAND**

- A. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (a) The person knowingly and unlawfully introduces any contraband into detention facility; or (b) The person possesses with intent to deliver any contraband to any person confined within a detention facility; or (c) Being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- B. The following items are considered contraband and shall not be permitted near , in possession of or on the grounds of any DDOC facility:
  - 1) Intoxicating beverages.
  - 2) Narcotics, hypnotics, barbiturates, hallucinogenic drugs, central nervous stimulants, tobacco or drugs, except as authorized or approved by an institution affiliated physician.
  - 3) Firearms or instruments 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 Administrator.
  - 4) Instruments that may be used as an aid in attempting an escape.

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5) Hypodermic needles, syringes, or other articles, instruments or substances specifically prohibited by the institution administration, except as authorized by an institution and/or Departmental Administrator.

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

1. Tools, instruments 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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**APPENDIX D**  
**Historical and Cultural Affairs**  
**SCOPE OF WORK**

**1. BACKGROUND**

The Division of Historical and Cultural Affairs manages 40 properties that contain buildings and structures, with 15 of those buildings housing museum collections owned by the State of Delaware. The Division also leases three (3) facilities which serve as collection storage facilities. In addition, state collections are held in other state facilities, such as Legislative Hall and Townsend Building, managed by other state agencies. The collections owned and managed by the State of Delaware are estimated at 4.1 million artifacts and objects items including items such as, but not limited to:

- furniture
- archaeological artifacts (@4 million)
- sound recordings (@30,000)
- ceramics
- works of art on canvas and paper
- toys
- sculpture
- quilts
- clothing
- books
- prints, photographs, drawings, and posters
- maps
- pieces of music
- video recordings
- manuscripts
- paper files; collection records
- The Division continues to add to the collections each year

The removal and stabilization of museum collections from the affected disaster area will be covered by this contract if the disaster is beyond the Division's capacity to handle. However, the treatment of all collection objects and artifacts which includes cleaning and conservation services are outside of the scope of this contract. In addition, the site restoration work related to these Division's buildings is outside of the scope of this contract.

The stabilization and the cleaning of storage furniture (i.e. shelving, map cases, gasketed cabinets, etc.) and furniture (i.e. work room tables, carts, ladders, etc.) are within the scope of this contract.

Information technology recovery is outside the scope of this contract, however, services rendered by the Contractor may include the recovery of affected tangible digital media (e.g., CDs, DVDs, digital videotape) from Division collections.

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Three collection storage facilities (3) house the majority of the state's collections. Collections are also located in five (5) museums, of which three are in Dover, one in New Castle and one in Lewes. The other seven locations house collections for storage and/or exhibition.

The Contractor, with little advance notice, must have the personnel, equipment, facilities, experience, qualifications and expertise to provide professional advice regarding inventory, packing, security, and freezing related to the art, history and archaeological collections owned and managed by the State of Delaware, Division of Historical and Cultural Affairs.

The Contractor will work closely with the Division's Incident Command System Team and the state's curatorial team for remediation and recovery in the building and removal of state collections from state property. The Contractor shall make all necessary arrangements through the Division office to obtain access to buildings, facilities, and other work areas when required and arrange to have them to be opened and closed by Division staff.

## **2. SCOPE**

The services that the Contractor is expected to provide include, but are not limited to:

1. Responding to a call for services 24/7 after one or more natural or man-made catastrophic events;
2. Conducting on-site assessment of damage to building and threat to collections resulting from this event within 24 hours of the event;
3. Advising the Division on a plan of action for the remediation related to the emergency and for the removal of the collections no later than 36 hours from the event (or as allowed by the nature of the incident);
4. Undertaking the careful and secure removal and stabilization of all necessary museum collections and research materials from the disaster site(s) no later than within 48 hours after access to the disaster area has been made possible;
5. Establishing an inventory of all affected items removed from the affected space as they are removed from a collection area to a secure and environmental stable location.
6. Consistent tracking of all collection material, while under the control of the Contractor, as it is packed, transported, stabilized, and as needed, reviewed for treatment plan development prior to return to the Division, thus ensuring the ability to locate an item at any point in time of stabilization and recovery activities;
7. The Contractor may be required to use a collections management system to keep an inventory of damaged collections;
8. Stabilizing the affected collections items for transportation and provide all boxing, bagging, crating, and other supports and containers necessary;
9. Providing environmentally controlled transportation to appropriate environmentally controlled storage

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venues for the stabilization and/or subsequent recovery of the affected collections items;

10. Providing recovery services including but not limited to freezing, air drying, vacuum freeze drying;
11. Providing services to treat materials with biological contamination (e.g., mold, insects, rodents, birds, viruses, raw sewage, contaminated water, or flood waters) or smoke or fire damage;
12. Providing services to assess and clean storage shelving and furniture from mold growth, biological and chemical contamination; and rust stains;
13. Labeling the housing with all information from the original housing and any additional information requested by the Division;
14. Work with Divisions upon the return of treated materials for appropriate re-shelving;
15. If any treatment is required, providing a detailed inventory with clear statements of all item treatments by the Contractor to the Division.

Planning and conducting these services will be done in constant and close consultation with Division's staff including the preservation maintenance staff where much of the stabilization and recovery skills and experience is available and curatorial staff where the most in-depth knowledge of the collections is maintained. Planning and conducting the emergency response services might also require close coordination with the Facility Services and Office of Incident Command System Team.

**3. CONDITIONS OF WORK**

1. The Contractor can be reached 24 hours/7 days a week/365 days a year to respond to a call for services. Contractor will provide after-hours phone numbers and contact names.
2. In case of an emergency event that affects the collections, the Contractor shall respond to a call for emergency response services by the Division and send a trained and experienced representative to assess the affected collections and advise on a plan of action for the stabilization of the collections while an Emergency Purchase Order or financial approval is processed within 36 hours of notification by the Division (or 24 hours after the site is accessible).
3. The Contractor shall enact emergency stabilization and recovery services scaled to the size of the emergency no later than 48 hours of initial notification by the Division (or within 48 hours after access have been enabled), assuming an approved Stabilization and Move Plan and an Emergency Purchase Order or financial approval is in place.
4. The Contractor has adequate numbers of trained staff with the skills and experience to assess stabilization and move /recover collections on different types of media of varying value, and suffering from different types of damage.
5. The Contractor has the experience, qualifications, and expertise to provide professional and standard methods for handling, stabilizing, packing, transporting, treating, and rehousing, labeling, and tracking the full range of the state's collections and museum materials in disaster situations.

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6. The Contractor has scalable capability and resources (e.g., facilities, man power, management, equipment, supplies, transport, freezers, and logistics) to manage all types of emergencies that may affect the Division's collections regardless of size. In case of large scale disaster, the Contractor is expected to have the ability to manage the stabilization, and/or recovery of collection materials that could add up to hundreds/thousands/millions of items.
7. The Contractor has the experience, qualifications, and expertise to provide professional and standard methods for mold remediation and other decontamination of buildings and storage furniture.
8. The Contractor shall use climate controlled, secure facilities. The Contractor is responsible for all aspects of security for Division materials in storage. The security of the Contractor plant premises shall be ensured by either 24-hour guard or constantly monitored electronic surveillance.
9. When specified by the Division's materials shall be packed, shipped, and stored in protective totes, boxes, crates and pallets (or other containers subsequently specified by the Division) that are clearly marked according to a numbering and tracking scheme approved by the Division.
10. The Division reserves the right to conduct inspections of the Contractor's working locations. Contractor shall provide the Division's staff access to the Contractor's working location for access to any owned or leased storage space, subject to normal safety and security procedures, during collections processing and while any modifications to the physical plant, equipment, or storage space (s) are being planned or made, to enable Division staff to assess current operations and any anticipated changes.
11. The Division may inspect the completeness of documentation of site and inventory of the collection, thoroughness of tracking of items under their temporary control, quality of activities associated with transportation, and quality and completeness of the returned collections.
12. The Contractor must verify the number of boxes/objects delivered to its owned or leased facilities and redelivered to the Division in each shipment and shall be responsible for the safekeeping of the materials under the terms and conditions of this contract while in the contractor's plant, in contractor-owned-or-leased storage space, or during transit from that facility or storage space back to the Division, and shall be responsible for replacing any items lost. Contractor staff shall employ approved methods to verify, account for, and safeguard all Division materials selected for move and storage either onsite at the Division's location or at the Contractor's plant.

Event activities:

1. When disaster strikes, time is of the essence and the Contractor shall respond to the Division's request for services and a Contractor representative shall be on-site as soon as possible but no later than within 24 hours after first contact.
2. The Division shall immediately initiate an Emergency Purchase Order or financial approval will provide the funds needed for the services provided by the Contractor.
3. Depending on the extent of the disaster, the Contractor shall provide professional advice on the most practical and efficient options for the stabilization and, in consultation with Division staff,

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make a comprehensive damage assessment and draft a Stabilization and Move Plan document within 36 hours of being contacted (assuming safe access to the site can be attained for the start of the effort). The Contractor shall be able to provide a Stabilization and Move Plan on very short notice, striking a balance between the need for urgently removing affected collection material and doing so a coordinated and well-thought out manner.

4. After approval by the Division of the Stabilization and Move Plan, the Contractor will start pulling together the resources needed to accomplish the move of the impacted collection materials by providing a plan for stabilization activities will be conducted in collaboration with Division preservation and curatorial staff and result in proper packing and transportation of all materials being moved to temporary contractor facilitated off-site storage location for stabilization or treatment.
5. To the extent possible, the Contractor will – in consultation with collections staff - identify and inventory all materials and keep materials organized during stabilization, transportation, and off-site storage by tracking collection material and containers. All materials shall be stored and labeled to insure that the identity and the original order of each item is maintained, both before and after processing. (After safety and response time, the tracking of collection materials during stabilization and move/recovery is the highest priority.)
6. The Contractor will provide all supplies designated by the Division (including packing supplies, pallets, and other materials) and equipment (dry cargo transport trucks, freezer trucks, book carts, book trucks, and other equipment) to safely and securely transport the damaged artifacts to a an off-site location for temporary storage and the development of a treatment plan by other specialists under separate contracts.
7. The Contractor will provide secure and environmentally controlled working space that facilitates the stabilization of damaged artifacts and should include secure freezer storage for library/archive materials and work space for other museum collections in the event all available appropriate drying equipment is in use, or if the amount of material exceeds the Contractor's drying capacity.
8. The Contractor will remove and stabilize materials in a timely manner to eliminate the risk of further damage to the collections. To the extent possible, the stabilization of materials should begin within 48 hours of the emergency and should be completed per the schedule outlined in the Stabilization and Move Plan.
9. To the extent possible stabilization activities will be documented thoroughly by both text and images.
10. The Contractor, the Primary State Contact and members of the Division Incident Command Team, and other Division and State of Delaware stakeholders, including curatorial and preservation staff, will meet regularly at the recovery site, or at the contractor's stabilization facility.

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Post-event activities for Emergency for the building(s):

1. After all designated non collections materials have been stabilized and securely stored, the Contractor will work with the Division to draft a Recovery Plan for the damaged building and office and storage equipment and provide professional advice on the most practical and efficient options for the recovery of the building.
2. The Contractor will work with the Division to allow access for the development of a Treatment Plan for all damaged museum collections that will be outside of this contract. The Contractor may bid on this if interested.
3. Depending on the extent of the disaster, the Contractor shall draft a final Recovery Plan for the damaged building(s) and/or landscape no later than one month after all building materials have been stabilized. The plan will include a time schedule and a detailed cost estimate for all work.
4. The Division shall respond to the draft within one month.
5. After approval by the State of Delaware, Division of Historical and Cultural Affairs, of the Recovery Plan, the Contractor will start pulling together the resources needed to accomplish the recovery of the building and storage facilities by providing sufficient staff, materials, and equipment to start the recovery of stabilized collection material. Treatment activities for museum collections will be handled by a separate contract as needed and required based on impacted collections.

Summary Time table:

1. As soon as possible but no later than within 24 hours of event: Contractor responds to emergency call from the State of Delaware, Division of Historical and Cultural Affairs.
2. As soon as possible but no later than within 36 hours of event (if access to emergency site is possible): Contractor presents a Draft Stabilization and Move Plan following review of the emergency site, evaluation of the condition of affected collections, evaluation of further risk to the collections, and consults with Division staff to determine approach for stabilization of collections.
3. As soon as possible but no later than within 48 hours: Contractor shall upon Division/State of Delaware approval, begin implementation of the Stabilization Plan and Move which commences with stabilization activities.
4. Within one month after completion of stabilization and move of collections: Contractor will draft Recovery Plan for the building(s)/landscape/ storage facility.

**ACCEPTABLE CRITERIA**

1. Successful performance by the Contractor shall be measured by successfully providing and completing the range of disaster response, assessment, inventory, move and management of the collections and the

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ability to return recovered collections all to the satisfaction of the Division. Success in these activities can be summarized as the following:

- a. Response - Success is measured by timeliness, adequacy, and effectiveness of the response
- b. Assessment, stabilization and management planning-- Success is measured by the creation of a comprehensive, implementable, and adequately detailed inventory and move plan that covers all necessary areas and affected materials in a timely manner. Ability of the Contractor to indicate the status and locations of removed items at any one time and the ability to track items throughout the recovery process
- c. Move and transportation - Success is measured by the documented, safe, and secure stabilization and transportation of damaged Division material
- d. Recovery - Completeness and adequacy of documentation so the Division can understand what has been affected and to what degree
- e. Return of collections - Success is measured by the safe return transportation, and if requested, reshelving of recovered material.

**SPECIFIC QUALIFICATIONS AND SKILLS FOR KEY PERSONNEL**

The Contractor shall have all staff with the necessary qualifications and skills or shall have a network of vendors in place for additional resources. However, while some parts of the stabilization operations may be sub-contracted (for instance, to provide for increased freezer storage space), the coordination and majority of stabilization operations are expected to be conducted by the Contractor. All sub-contractors for treatment or stabilization or housing must be agreed upon by the Division.

**DELIVERABLES: Services**

- 1. Response as soon as possible but no later than within 24 hours after request for services;
- 2. Move plan that documents site and collections condition and proposes safe and secure stabilization of affected collections;
- 3. Inventory of affected materials and stabilization of designated damaged collection material to the satisfaction of the Division;
- 4. Move to recovery secure stabilization and/or temporary storage facility;
- 5. Cleaning, disinfecting and decontaminating shelving, cabinetry and other furniture used for collection storage to the Division's standards;
- 6. Return of museum collections on a schedule agreed on in advance by the Contractor and the Division.

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**DELIVERABLES: Products and documentation**

Incident Stabilization and Move Plan: Written document containing the summarized condition assessment of damaged location and impacted collections, proposal for the safe move to a secure and environmental sound facility (including stabilization, documentation, tracking, and transportation) for the collections, proposed, and a detailed associated cost estimate. (This document is drafted by the Contractor in consultation with the Division staff) Upon approval, this document will be the basis for work conducted as part of the work required for recovery and stabilization activities.

Recovery Plan for the building(s)/ storage facility. Written document containing the plan, with costs, for remediation of damaged facilities following fire, water, or other disaster damage occurrences.

To the extent possible, an inventory of damaged materials that is based on Division requirements. This is a tracking system agreed to by the Contractor and the Division, enabling the Contractor to track at any point, any artifact in the process of stabilization and recovery. This tracking system will hold information concerning artifact location and condition.

If needed, a Condition Report Plan for damaged collections: Written document containing a description (i.e., estimated quantity, department, value category, and type) of affected collection items, the comprehensive condition assessment of damaged collections, proposal for the safe and secure recovery of the collections, stabilization and treatment documentation, rehousing and labeling plans, proposed recovery schedule, tracking system, proposed return schedule, and a detailed associated cost estimate. (This document is drafted by the Contractor in consultation with the Division staff)

If needed, Emergency event (written and photographic) documentation: Description and photographic documentation of the emergency event, during all phases of the operation, from “as found” through the stabilization and recovery process. This report outlines the extent of the damage, the types of materials affected, the types of storage systems affected, and the condition of the collection materials.

Documentation of the Contractors activities including a weekly log (system of written documentation agreed to by the Contractor and the Division, logging work undertaken related to a Division emergency event) of stabilization and recovery activities.

A written close-out report summarizing all actions taken by the Contractor as part of the contracted emergency incident. This report may summarize the emergency event and all associated activities, based on documentation produced through the previous documents.

**SERVICE REQUIREMENTS**

As part of emergency response, the Contractor shall:

1. Respond to a disaster scene as soon as possible but no later than within 24 hours of being contacted by the State of Delaware’s designated representative.
2. Provide expert consultation on site to assess the condition of the building environment and impact on the museum collections and work with Division preservation experts to determine the type and amount of stabilization effort required as soon as the affected site is accessible (safe and secure).



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3. Provide all trained labor, experienced supervision, approved material and supplies, and agreed upon equipment needed for clean-up in response to emergency calls at the impacted location.
4. Upon granted access, start immediately with the documentation of the condition of the emergency site and condition of the collections.
5. Working with the preservation best practices and procedures and policies for the systematic, non-damaging removal of collections materials from state facilities following the Division's Disaster Preparedness & Emergency Response Plan, provide specific recommendations for the appropriate removal techniques to be employed at the specific disaster/impacted site or facility.

As part of stabilizing collection material, the Contractor shall:

6. Provide professional advice on the most practical and efficient options for the stabilization and recovery of the collections and storage systems within 36 hours of being contacted (or within 24 hours after the site is accessible). After consultation with, and prior approval by the State of Delaware, commence the services needed to accomplish the stabilization and, if needed, the move of collection materials to a safe, sanitary, and functional condition following a disaster within 36 hours of being contacted.
7. Collaborate with Division staff to create an Incident Stabilization and Move Plan documenting stabilization priorities based on a variety of factors including type and extent of damage, type of material, rarity and/or importance of material, and outlining the methods to be used for retrieving, stabilizing, packing, and transporting designated damaged materials.
8. Written at the time of an emergency event, the Incident Stabilization and Move Plan contains the summarized condition assessment of damaged collections, proposal for the safe and secure stabilization (including, documentation, tracking, and transportation) of the collections, proposed stabilization schedule, and a detailed associated cost estimate. The plan must also include details of proposed procedures, equipment, tools and supplies to be used and the qualification(s) of the supervisor and staff that will complete the work along with labor and materials costs. The plan should also outline the available facilities to subcontract, transportation vehicles and transportation conveyances such as carts. Upon approval, this document will form the basis for work conducted as part of the stabilization activities.
9. Remove and stabilize materials in a timely manner to eliminate or at least minimize the risk of further damage to the collections.
10. To the extent possible, identify and inventory all affected materials and keep materials organized. In order to assist with this effort, (and if possible) the Contractor will be provided with shelf lists (paper and electronic records) from the Division's collections management database.
11. Provide all labor, material, and equipment for the safe and secure stabilization and transportation including dry cargo transport trucks or freezer trucks as needed and packing supplies, pallets, and materials needed to secure palletized containers.
12. Provide secure freezer storage for the damaged materials in the event all available appropriate drying

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equipment is in use, or if the amount of material exceeds the Contractor's drying capacity.

As part of recovering collection material, the Contractor shall:

13. If needed, collaborate with Division staff to create Condition Report Plan before the treatment or recovery begins. This document should contain a description of the estimated quantity, value category, and type of affected collection items, the comprehensive condition assessment of damaged collections, proposal for the safe and secure recovery of the collections, treatment proposals and documentation, rehousing and labeling plans, proposed recovery schedule, tracking system, proposed return schedule, and a detailed associated cost estimate.
14. The plan, if requested, must also include details of proposed procedures, equipment, tools and supplies to be used and the qualification(s) of the supervisor and staff that will complete the work along with labor and materials costs. This document will provide the basis for funding for the recovery and treatment services which may be a separate contract.
15. Be equipped to provide manage mold remediation, smoke and soot removal, and deodorization.
16. Be able to provide services including, but not limited to: Sanitization and/or decontamination of records and cleaning of records including the cleaning of mold, mildew, soot, or sewage.
17. Be equipped to assess, inventory, pack and move a range of materials including but not limited to those found listed in the Background section of the document (Section 1).
18. Be able to systematically document all stages of the assessment and move with a particular focus on museum collections, including paper, art, history and archaeology, and some film and some digital media.
19. Ability to stabilize, clean and restore shelving, cabinetry and other furniture used for collection storage to a usable condition. Promptly inform the Primary Contact of the State and Division if any shelving or cabinetry cannot be adequately restored and should be replaced.

As part of return of collection material to the Division, the Contractor shall:

20. Be able to, when treatment is completed, and if requested, carefully return all museum collections in appropriate secure, non-damaging containers and ship/deliver them back to the Division.
21. Work with curatorial staff to restore collection materials to their proper locations for staff and patron use when the storage area and all shelving, cabinetry, and other storage furniture have been returned to working order and the site has been declared safe.