

MASTER AGREEMENT
TERMS AND CONDITIONS

AGREEMENT NO. GSS10551-JANITORIAL_SA
JANITORIAL SERVICES

1. **AGREEMENT REQUIREMENTS:**

This agreement will be issued to cover the Janitorial Service requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

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

In accordance with **Title 16, Subsection 9605, Delaware Code.** If any agency of this State intends to procure a product or service on the procurement list, that agency shall, in accordance with the rules and regulations of the Commission, procure such product or service, at the price established by the Commission from the Delaware Industries for the Blind and from qualified rehabilitation facilities. If the product or service is available within the period required by that agency, such procurement shall be mandatory. This chapter, however shall not apply in any case where products or services are available for procurement from any agency of this State and procurement therefrom is required under any statute, rule or regulation.

3. **AGREEMENT PERIOD:**

Each vendor(s) contract shall be valid on April 1, 2010. Set Aside contracts do not carry an expiration date. Addendums may be issued periodically to adjust pricing, terms or add/remove items as necessary. Prices remain fixed/firm unless adjusted by addendum through the State Use Law Commission.

4. **VENDORS:**

DELARF.
Delaware Association of Rehabilitation Facilities
100 W. 10th Street, Suite 103
Wilmington, DE 19801
Phone No.: (302) 622-9177
Fax No.: (302) 777-5386
Email: CHughes@delarf.org

5. **PRICES:**

Prices shall remain firm for the term of the agreement, unless it is deemed in the best interest of the State to do otherwise and has the approval of the State Use Commission.

Please See Exhibit A

6. **PRICE ADJUSTMENT:**

If agreement is reached to extend this agreement the Division of Government Support Services with the approval of the State Use Commission shall grant an adjustment. Prices for all goods and non-professional services provided for in this agreement are approved by the State Use Commission and found in Exhibit A.

7. **FUNDING OUT:**

The continuation of this agreement is contingent upon funding appropriated by the legislature.

8. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the agreement requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this agreement, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

9. **MANDATORY INSURANCE REQUIREMENTS (Continued):**

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Government Support Services
Agreement No. GSS10551-JANITORIAL_SA
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

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

10. **HOLD HARMLESS:**

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

11. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this agreement, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the agreement prices herein and the price of open market product shall be the responsibility of the vendor. Any such purchase will be approved by Government Support Services Director and notification to *the* State Use Commission AND/OR Commission for the Purchase of Goods and Services of the Blind and Other Severely Handicapped Individuals. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below agreement cost. Any monies charged to the vendor may be deducted from an open invoice.

12. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this agreement 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 agreement.

13. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this agreement is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the agreement and to establish proper bonding levels if they are required. The integrity of future agreements revolve around our ability to convey accurate and realistic information to all interested Vendors.

A report shall be furnished by the successful contractor **MONTHLY** detailing the purchasing of all items on this agreement. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any agreement extension clauses. Additionally, contractors 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.

The report shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code.

14. **ORDERING PROCEDURE:**

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

NOTE: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: preferably the United Nations Standard Products and Services Code® (UNSPSC®)
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this agreement for two reasons:

1. To find out what vendors can offer
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

15. **BILLING:**

The successful vendor is required to bill to OMB business Office, Haslet Armory, 122 William Penn Street, Dover DE, 19901. Ordering agencies shall provide agreement number, ship to and bill to address, contact name and phone number.

16. **PAYMENT:**

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

17. **COMMODITY OR SERVICE SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the establishment of a set-aside contract proposal unless specific approval is given by Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product(s); either generic or brand name, at any time during the subsequent agreement term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

18. **AGREEMENT EXECUTION:**

The agreement form delivered to the successful Vendor for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal agreement with the State of Delaware, Government Support Services.

19. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this agreement.
- b. All of the services required hereunder shall be performed by the Contractor or under his 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 work or services covered by this agreement shall be subcontracted without the prior written approval of the State.

20. **WORK RULES:**

All work performed and services rendered shall strictly conform to all laws, statutes, ordinances, and the applicable rules, regulation, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies.

21. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the State shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Agreement shall, at the option of the State, become its property, and the Contractor 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. Any termination pursuant to this section shall be in compliance with Title 16, Subsection 9605, Delaware Code, and per the State Use Commission and Commission for the Purchase of Goods and Services of the Blind and Other Severely Handicapped Individuals

22. **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 as amended. Failure to provide this information could render the establishment of a set-aside agreement as non-responsive.

23. **VENDOR QUALIFICATIONS:**

Contractor agrees to comply with respect to qualifications of employees regarding rights and responsibilities of the State Use Commission and/or Commission for the Purchase of Goods and Services of the Blind and Other Severely Handicapped Individuals, reference Article VI:

In keeping with the spirit and purpose of the State Use Law Agencies requesting “set-aside” of a product or service must guarantee that disabled persons will perform 75% of all direct labor.

- A. An agency proposing a set-aside may present a “phase-in” plan so as to accomplish this requirement. Starting at no less than 50% an agency needs to bring percentage of disabled direct labor to 75% as soon as possible, but not to exceed eighteen (18) months. Should it be found that the requesting agency is not in compliance within this period, the agreement may be withdrawn from the agency.

24. CHANGE ORDERS:

Facilities Management reserves the right to increase or decrease this contract, if required, in regards to locations serviced, frequencies of the service and types of service (floors, carpets, etc.) utilized in this contract, with mutual consent of the contractor.

An addendum to this contract will be issued when a new facility is added. The addendum will include the building name, location, and monthly custodial cost.

25. INSPECTION:

The Director of Facilities Management or his designated representative reserves the right to make, or cause to be made, such inspections as are deemed advisable to assure that the requirements of these specifications are being fulfilled. If the contractor fails to comply with the specifications, it may be cause for termination of this contract.

26. HOLIDAYS:

In accordance with Title 1, Chapter 5, subsection 501, Delaware Code, as amended, the following are legal holidays in the State of Delaware for Calendar Year 2010:

NOTE: Please refer to <http://www.delawarepersonnel.com/labor/holidays/> for future Calendar Years.

New Years Day
Friday, January 1

Martin Luther King Jr. Day
Monday, January 18

Good Friday
Friday, April 2

Memorial Day
Monday, May 31

Independence Day
Monday, July 5*

Labor Day
Monday, September 6

Election Day
Tuesday, November 2

Return Day
Thursday, November 4**

Veterans Day
Thursday, November 11

Thanksgiving Day
Thursday, November 25

Day After Thanksgiving
Friday, November 26

Christmas Day
Friday, December 24*

The contractor shall be responsible for obtaining information through the news media regarding the declaration of a State of Emergency. However, in cases in which cleaning services will not be required due to any other unforeseen type of emergency, etc., the Custodial Superintendent or designee will be responsible for contacting the contractor or his designee as soon as we learn of the emergency. When an unforeseen emergency or day when State offices are closed (such as a snow closure), the State shall choose to forego the work and reduce payment to the contractor based on the number of working days in that particular month, excluding holidays, that service should have been performed.

Since President's Day and Columbus Day holidays have been removed as observed holidays providers who are asked to schedule janitorial service on either of these days will submit a daily rate to the monthly billing for each site cleaned as this will be considered an additional service.

27. SPECIAL PROVISIONS:

A. SCHEDULE:

This contract will require cleaning services, five (5) days or nights a week (excluding those weeks with an official State holiday), Monday through Friday unless otherwise noted in the schedule. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor, or in the event of any other unforeseen type of emergency where State offices are closed.

Offices:

Dust and vacuum	Twice per week
Trash	Daily
Hi/Lo dusting	Monthly (1 st week of the month)

Common Areas I: (Includes Hallways, Open Space & Courtrooms)

Dust and vacuum	Three times per week (M/W/F)
Dust/Damp Mop	Twice per week (T/Th)
Hi/Lo Dusting	Monthly (1 st week of the month)
Trash	Daily

Common Areas II:

(Includes Entrances, Lobby's, Restrooms, Lunchroom, Conference Rooms, Stairwells)

Dust and vacuum	Daily
Restrooms	Daily
Trash	Daily
Dust/Damp Mop hard surface flooring	Daily
Stairwells	Monthly (1 st week of month)

Day Porter Service at the New Castle County Courthouse Only
No Scheduled floor maintenance
No Periodic Services

28. **CONTRACT MANAGER:**

The contractor shall provide a contract manager who shall be responsible for the performance of work. The name of this person and an alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the Custodial Superintendent or designee prior to contract start date.

The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

The contract manager or alternate shall be available during normal duty hours within sixty (60) minutes to meet at the job site with the Custodial Superintendent or designee to discuss problem areas. After normal duty hours, the manager or alternate shall be available within two (2) hours.

The contractor shall provide the telephone number of the person(s) to call should the need arise. Time for response will be counted from the time the Custodial Superintendent or designee places the call to the contract manager or alternate.

The contract manager and alternate(s) shall be able to read, write, speak, and understand English.

29. **Day Porters:**

Two day porters will be assigned full time to the New Castle County Courthouse in Wilmington. They will perform various duties daily on as-needed basis while the building is in operation. Vendor will provide each day porter with a pager for easy access and will provide Facilities Management with the pager numbers of each day porter.

By special request Day Porter's are available as approved for all three counties with sufficient notice to the vendor.

30. **COMPLAINTS AND REQUESTS:**

All housekeeping complaints and/or requests made to the contractor will be done in writing by e-mail. When possible, complaints will be addressed within 24 hours.

31. **MEETINGS:**

Meetings with the contractor will be held on the second Tuesday of each month. The contractor may request meetings with appropriate personnel as needed.

32. CUSTODIAL SUPERVISION:

The contractor shall provide formal on-the-job training and conduct meetings with the contractor's employees on the contractor's own time. The Custodial Superintendent or his designee SHALL be advised in advance of the scheduled dates and times of these training sessions and may elect to attend.

The contract shall provide previously trained and experienced housekeeping personnel for use on this contract. Also, the contractor shall supply each employee with a specific duty listing with frequency of performance. A copy of these listings shall be posted by the contractor in all janitors' closets and storage rooms. The contractor shall furnish complete copies of the contract Special Provisions and Specifications, etc. to the Contract Manager, Regional Supervisor, Supervisors and Working Supervisors for their use in monitoring the performance of this contract.

33. REMOVAL OF CONTRACTOR'S EMPLOYEES:

The contractor shall, upon notice by the Director of Facilities Management or his designee, replace any employee(s) within twenty-four (24) hours with or without cause shown.

34. LOG PROCEDURE:

All employees of the contractor shall sign their respective names and time or reporting to work and departing from work on a log sheet or as required by security in each building.

35. EMPLOYEE IDENTIFICATION:

Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing uniforms or clothing bearing the name of the company. Each employee shall wear a photo identification badge or card issued prior to starting work under this contract. The contractor is responsible for providing these items.

36. **SECURITY PROCEDURE:**

The contractor must obtain a security clearance (Delaware State Police - SBI) of any current, new employees, company officials and any other persons requiring access to the State buildings covered under this contract for the purpose of conducting business on behalf of the contractor, at the contractor's expense of \$45.00 per person, certified check or money order. **Cash cannot be accepted.** All employees are required to wear name badges at all times when working in the State buildings. The name badge must include the contractor's company logo and must be signed by the employee.

All potential employees require fingerprinting and from this a criminal history record is obtained. Each candidate is to report to the location below or any Delaware State Police Troop, Monday through Friday, 9:00 a.m. - 3:00 p.m. for fingerprinting.

Division of State Police
Bureau of Identification
Route 13
Dover, DE 19901
Contact: Captain John W. Ford
Phone: (302) 739-5872
Cost: \$25.00 per person

To reveal federal offenses, a fingerprinting card can be obtained by the provider at a cost of \$10.00 per person. Each candidate is to report to the location below or any Delaware State Police Troop, Monday through Friday, 9:00 a.m. - 3:00 p.m. for fingerprinting.

Capitol Police
150 E. William Penn
P.O. Box 1401
Dover, Delaware 19903
Attn: Chief William Jopp
Phone: (302) 739-3211

Capitol Police will evaluate the criminal history report for eligibility for employment under this contract, then notify Facilities Management of acceptable and unacceptable persons. The Director of Facilities Management will notify the contractor, in writing, of those persons acceptable and unacceptable for use on this contract. The processing time for security clearance information and proper written notification from the Director's office to the contractor is a maximum of fifteen (15) working days. The successful contractor should operate with a sufficient listing of cleared personnel, so that there will not be any shortages.

New hires must obtain a security clearance before starting work. Personnel not properly cleared will not be allowed in the building.

37. SECURITY RULES:

- A. No visitors are permitted within the perimeter of the buildings under contract.
- B. No unauthorized personnel are to accompany the contractor's employees to work.
- C. Those buildings cleaned after 5:00 p.m. are to be locked unless specified.
- D. No unauthorized use of state telephone except emergency cases.
- E. All alarm problems shall be reported to the Delaware Emergency Management Agency (DEMA) by calling 659-2341. All suspicious persons and situations (i.e., suspicious packages, safety-related situations, etc.) shall be reported to Capitol Police by calling 739-4130. All after hour incidents shall be reported to DEMA at 302-659-2341.
- F. Day Shift supervisors of the contractors in Kent County are to notify the Facilities Management Maintenance Office, at 739-4611 of irregularities, (i.e., defective plumbing, lights out, etc.) Night Shift employees are to call Delaware Emergency Management Agency (DEMA) at 659-2341 for appropriate action.
- G. Sussex County day shift supervisors are to notify the Facilities Management Maintenance Office, at 856-5817 of irregularities, (i.e., defective plumbing, lights out, etc.) Night Shift employees are to call Delaware Emergency Management Agency (DEMA) at 659-2341 for appropriate action.
- H. New Castle County supervisors of the contractors are to notify the Facilities Management Maintenance Office at 577-8190. Night shift supervisors are to call Capitol Police at 577-3803 or 577-2093 for appropriate action.
- I. Family emergencies may be telephoned to DEMA at 659-2341 for proper notification to the contractor's employees. The contractor's employees should tell family members as to which building they are assigned to enable DEMA to locate them quickly in case of an emergency.
- J. No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of nonprescription legal drugs are permitted on State property.
- K. Security sensitive areas within buildings will be identified with the successful contractor. Facilities Management will coordinate "Special Requirements" for these areas with the successful contractor.

38. SUPPLIES FURNISHED BY THE CONTRACTOR:

The contractor is responsible for ordering and paying for the following supplies:

- A. Mobile barrels, maid caddies, 10-quart buckets, mop buckets with wringers;
- B. All cleaning products including but not limited to quaternary ammonium germicide, lime and scale remover, bowl cleaner, furniture polish, all purpose treated dust cloths, etc.;
- C. Plastic liners for waste receptacles (including office areas) and trash disposal containers, etc.;
- D. Any other supplies that are necessary to fulfill the contract requirements.

The following supplies are the ordered by the contractor and paid for by Division of Facilities Management.

- E. Hand towels, multi-fold and roll type, bleached 28 lb. basic weight or better;
- F. Toilet tissue, roll type, jumbo rolls; Scott JRT, standard rolls count of 1000 sheets per roll, 1 ply 4-1/2 X 4-1/2 or better;
- G. Hand soap and dispenser (where needed), Sani-fresh (Gentle Lotion in Women's and Heavy Duty in Men's);
- H. Waxed bags for sanitary napkin disposal receptacles;
- I. Ozitape refills (changed every three months)

NOTE: The Custodial Superintendent or designee reserves the right to inspect products, equipment, etc. and request samples of products for testing purposes. He also has the right to reject any items. Copies of Material Safety Data Sheets shall be posted in each building.

The Contractor will control inventory and shall be responsible for the ordering and usage for distribution of all janitorial supplies used in this contract. Where agencies have sufficient storage space on site, as well as the available storage location Facilities Management has available in Dover, the contractor shall bare inventory control responsibility. The contractor will submit bills for items E – N by location to be paid by Facilities Management.

39. SPECIAL REQUESTS

Additional Services will be considered by request and billed separately

40. **BUILDING AREAS AND JANITORIAL STANDARDS:**

SWEEPING AND DUST MOPPING (UNCARPETED AREAS):

1. Vestibules, lobbies and entries (interior and exterior)
2. Corridors
3. Stairwells, stairs and landings (interior)
4. Offices (administrative and clerical) and classrooms
5. Coatrooms, lunchrooms and conference rooms
6. Labs and preparation rooms
7. Computer rooms
8. Vending machine rooms

SWEEPING AND DUST MOPPING STANDARDS:

Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

VACUUMING (CARPETED AREAS):

1. Vestibules, lobbies and entries (interior and exterior)
2. Corridors
3. Stairwells, stairs and landings (interior)
4. Offices (administrative and clerical) and classrooms
5. Coatrooms, lunch rooms and conference rooms
6. Labs and preparation rooms
7. Computer rooms
8. Vending machine rooms

DUSTING AND VACUUMING (LOW CLEANING-UNDER 6'):

1. All furniture and fixtures (i.e.) file cabinets, tables, etc.
2. Window sills, ledges, etc.
3. Vending machines
4. Stairwells, stairs, landings and railings (interior)

DUSTING AND VACUUMING (HIGH CLEANING-OVER 6'):

1. Door casings
2. Fire alarm bells
3. Partitions, wood paneling, etc.

DUSTING AND VACUUMING STANDARDS:

Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage.

TRASH REMOVAL:

1. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
2. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters or compactors.
3. Empty and clean all ashtrays, urns and smokadors.

TRASH REMOVAL STANDARDS:

All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash and placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. All cigarette butt receptacles and ashtrays shall be checked for hot ash or fire before being emptied into the trash. Trash shall not be allowed to blow around the exterior grounds. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

WASHING:

1. Clean and sanitize urinals inside and out.
2. Clean and sanitize commodes inside and out.
3. Clean mirrors.
4. Clean and sanitize wash basins (washrooms and clinic areas, etc.) inside and out.
5. Clean and sanitize miscellaneous restroom and toilet fixtures.
6. Clean and sanitize restroom and toilet floors.
7. Clean and sanitize restroom wash basin wall area and toilet wall area.
8. Clean and sanitize shower rooms.
9. Damp wipe all restroom and locker room ledges and sills.
10. Spot clean walls, doors and trim.

WASHING STANDARDS:

Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

A. Washing Glass

Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source. Sills and frames shall be damp wiped.

B. Washing Except Glass

All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

C. Washing in Restroom, Public and Patient Areas

Restroom floors, walls, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

DAMP WIPING STANDARDS:

Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.

DISINFECTING STANDARDS:

Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

WET MOPPING:

All tile, wooden or hard surface floors.

WET MOPPING STANDARDS:

After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs and landings.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

**DEPARTMENT OF CORRECTIONS & PROBATION & PAROLE
JANITORIAL SPECIFICATIONS**

**Services are to be provided between the hours of 8:00am and 4:00pm.
All contracted staff must pass the Department of Correction's background check.**

Daily:

Empty and Remove all trash
Fully clean restrooms and shower areas
Re-Stock all paper and soap products
Vacuum all carpeted areas
Fully clean drug testing areas
Clean all door glass
Spot clean interior window glass
Dust and Wet Mop all tile flooring
Wipe and Sanitize all tables in the kitchenette area (refrigerator and microwave not included)

Twice Weekly:

High / Low Dusting

Weekly:

Detail vacuum all carpeting
Spray buff all VCT flooring

Monthly:

Machine scrub restroom flooring

Quarterly:

Strip and refinish all tile flooring
Hot water extract all carpet flooring

DETENTION CELL CLEANING JANITORIAL SPECIFICATIONS

Service level A: VCT flooring no cell floor drain available

Daily:

Remove all food and trash
Detail clean toilets and benches
Restock paper products as necessary
Spot clean walls and doors
Sweep and damp mop VCT flooring

Monthly:

Spray buff VCT flooring

Annually:

Strip and refinish all VCT flooring to include baseboards
Wash Walls

Service Level B: Cement flooring / floor drain available

Daily:

Remove all food and trash
Detail clean toilets and benches
Restock paper products as necessary
Spot clean walls and doors
Wet clean floor, squeegee dry
(Cell can be hosed down with disinfectant if necessary)

Quarterly:

Hose down entire cell with disinfectant and squeegee dry

Annually:

Seal cement flooring

*Proper PPE is required for both service levels

NOTE:

Additional janitorial or cleaning service requests made by an agency beyond the normal scope of work per this awarded contract will be billed to the requesting agency. Only the designated point of contact for each location with Facilities Management shall be authorized to request additional services.

TOLL OPERATIONS JANITORIAL SPECIFICATIONS

Women's and Men's Locker Rooms & ALL Restrooms:

- Sweep and Mop Floors
- Clean toilets, urinals, sinks and countertops
- Empty trash cans and replace liners
- Replace / Refill all paper and soap products
- Replace bowl blocks in the Women's Room
- Replace urinal screens with blocks when necessary

Kitchen:

- Sweep and mop floor
- Wipe down counter tops and tables
- Restock paper plates, bowls, c-fold towels, napkins, plastic dinnerware plastic and foam cups with lids and dish detergent as necessary
- Empty trash and replace liners

General:

- Sweep and mop hallways and tunnels
- Vacuum carpet in Administration wings/carpeted areas
- Empty and clean water drip tray on all water coolers
- Clean windows and door glass
- Dust facility as needed

Outside:

- Sweep sidewalks
- Pick up all trash
- Empty trash cans as necessary and replace liners
- Sweep tunnel stairwells at all plazas
- Clean handrails for all stairwells

Attachment A

DELAWARE HEALTH AND SOCIAL SERVICES

JANITORIAL SPECIFICATIONS*

All Areas

Daily	Empty all trash Clean all restrooms Clean sinks, toilets & urinals Restock all paper and soap products Damp mop all floors Polish all chrome Remove all finger prints from walls, stalls, etc. Clean mirrors Drinking Fountains Clean all kitchens or kitchenettes (no dishes)
Every other day	Sweep and wet mop all tile floors Vacuum all carpeted areas Dust all furniture, ledges and sills Spot clean all doors and light switches Clean elevators
Weekly	High dusting (over 6') Vacuum all edging and corners Spray buff vinyl tile floors (restore as needed) Dust and sweep stairwells Polish cleared desk tops Sweep and damp mop all floors
Quarterly	Dust all paneled wall surfaces Wash all restroom walls Scrub all restroom floors Vacuum all vents and air difusers Polish wood furnature
Annually	Wash all trash cans (if needed)

*as revised and initialed by Sandra Skelley and Mike Kersteter.

VETERAN'S CEMETERY
2465 CHESAPEAKE CITY RD., BEAR, DE 19701
JANITORIAL SPECIFICATIONS

Two days a week: (Full services)

Restrooms cleaned and sanitized

Lunch rooms all horizontal surfaces cleaned and sanitized. Services do not include cleaning of Microwaves, Refrigerators, Toaster Ovens or dishes in sink area.

Dust all horizontal surfaces including window sills that are cleared of personal items

Full Vacuum

Dust and damp mop all hard surface flooring

Empty and remove all trash

Entrance door and interior door glass cleaned

Once a week:

Hard surface flooring spray buffed in public areas.

Monthly:

Dust Window Blinds

Quarterly:

Machine scrub restroom floors

Annually:

Strip and Refinish of hard surface flooring

**MILLSBORO VETERAN'S CEMETERY
RD 5, P.O. BOX 100, MILLSBORO, DE 19966
JANITORIAL SPECIFICATIONS**

Weekly: (Wednesday)

Empty and remove all trash
Dust all horizontal surfaces
Full vacuum
Dust/damp all hard surfaces flooring
Full clean of all restrooms
Spot clean all indoor glass
Spot clean all doors and full clean
Door glass inside and out
Brush out Chapel chairs

Monthly:

Dust window blinds
Brush out office chairs

EXHIBIT "A"

LOCATIONS, PRICING AND ADDITIONAL SPECIFICATIONS

<u>Location</u>	<u>Address</u>	<u>Cleanable Sq. Footage</u>	<u>Cost Per Sq. Foot</u>	<u>Monthly Billing</u>
900 King Street	900 King St, Wilm, 19801	80,000	1.215	3,716.89
Absalom Jones	310 Kiamenski Road, Wilm., DE 19804	58,845	1.95	9,677.81
Amoco Building	715 Grantham Lane, NC, DE 19802	16,265	1.12	1,529.33
Biddles Toll Plaza	2111 DuPont Highway, Middletown, DE 19709			1,029.60
Biggs Building Trailer	Calle Carmen Nazario Drive, Wilm., 19720	120	1.12	134.82
Carvel Building	820 N. French Street, Wilm., DE 19801	302,250	1.01	25,467.40
Carvel Building Recycling	820 N. French Street, Wilm., DE 19801			949.00
DE Development Office	99 Kings Highway, Dover DE 19901	9,380	1.46	1,148.32
DE Veterens Cemetery	2465 Chesapeake City Road, Bear, DE 19701			832.00
DeIDOT Central District	24450 Lewes Georgetown Rd., Georgetown, DE	400	1.02	34.00
DeIDOT Sign Shop	800 S. Bay Road, Dover, DE 19901			238.87
DeIDOT North District Headquarters	39 East Regal Blvd., Newark, DE 19713	7,700	1.475	1,036.00
DeIDOT North Toll Booths(Kiamensi/Talley)	1200 Whitaker Road, Newark, DE 19702	1,900	1.47	477.80
Dover Toll Plaza	200 Plaza Drive, Dover, DE 19904			1,071.20
DOC Probation and Parole	26 Parkway Circle, NC, DE 19720	70,000		6,584.40
Division of Public Health	245 McKee Road, Dover, DE 19904			416.42
Edgehill Shopping Ctr/Former Dover Library	43 S. DuPont Hwy., Dover, DE	4389	1.10	1,085.00
Fernhook Community Health Center	HH Campus, 14 Central Ave., NC, DE 19720	4,224		1,289.16
Fox Run Plaza	2540 Wrangle Hill Road, Bear, DE 19701	33,000	1.47	4,042.50
Gaming Enforcement	655 Bay Road, Dover, DE	2,400	1.41	282.00
Georgetown DMV Inspection Lanes	546 S. Bedford Street, Georgetown, DE 19947	30,000		4,482.26
Georgetown FM Shortly Road	23708 Shortly Rd, Georgetown, DE	1,632	2.34	318.24
Georgetown JP Court	23731 Shortley Road, Georgetown, DE 19947			635.72
Government Support Services Warehouse	1 Wilmington Ave., Delaware City, DE 19706	4,793	1.52	607.49
Haslet Armory	122 William Penn Street, Dover, DE 19901	38,000	1.50	4,211.60
Herman Holloway Campus	1901 N. Dupont Highway, NC, DE 19720	73,260		8,403.16

<u>Location</u>	<u>Address</u>	<u>Cleanable Sq. Footage</u>	<u>Cost Per Sq. Foot</u>	<u>Monthly Billing</u>
JP Court 6	35 Cams Fortune Way, Houston, DE 19954			386.29
JP Court 10 & 12	210 & 212 Greenbank Rd, Wilm., DE 19808	3,891	1.06	344.33
Kent County Courthouse	38 The Green, Dover DE 19901	46,038	1.38	5,330.61
Margaret O'Neil Building	410 Federal Street, Dover, DE 19901	10,629	0.993	1,098.46
Millsboro Veterans Cemetery	26669 Patriots Way, Millsboro, DE 19966	3,286		280.00
New Castle County Courthouse	500 N. King Street, Wilmington, DE 19801	576,000	1.52	73,031.31
New Castle County Jail Cell Cleaning	500 N. King Street, Wilmington, DE 19801			2,125.21
New Castle DMV # 77	161 Airport Road, NC, DE 19720			2,246.61
New Castle DMV Trailer	161 Airport Road, NC, DE 19720			122.82
New Castle DMV Day Porter	161 Airport Road, NC, DE 19720			253.76
New Castle Fire Training Center	2311 MacArthur Drive, NC, DE 19720			560.56
New Castle Fire Marshall	2307 MacArthur Drive, NC, DE 19720	10,000	1.02	852.93
Newark Toll Plaza	1201 Whitaker Road, Newark, DE 19702			4,837.59
OMB - Enterprise	100 Enterprise Place, Dover, DE 19901			2,061.55
Public Archives Building	121 Duke of York Street, Dover, DE 19901	28,420	1.90	4,510.16
Richardson & Robbins	89 Kings Highway, Dover, DE 19901	91,102	1.28	9,718.19
Sabo Building	1 Race Street, Georgetown, DE 19947	2,195	1.06	334.18
Seaford J.P. Court	408 Stein Highway, Seaford, DE 19973			386.29
Sussex County Courthouse	10 The Circle, Georgetown, DE 19947	36,530		3,240.70
Sussex County Courthouse Annex	10 The Circle, Georgetown, DE 19947	8,260		726.49
Sussex County Elections	119 N. Race Street, Georgetown, DE 19947	2,815	1.06	337.25
Sussex Court of Chancery	10 The Circle, Georgetown, DE 19947	18,000	1.29	1,941.88
Sussex County Fire School	22705 Park Ave., Georgetown, DE 19947	7,226	1.11	670.01
Sussex County Family Court	22 The Circle, Georgetown, DE 19947	20,982	1.06	2,613.32
Tatnall Building	150 William Penn St., Dover, DE 19901	19,849	1.32	2,197.84
Thomas Collins Building	540 S. Dupont Highway, Dover, DE 19901	46,913	0.9935	4,848.26
Townsend Building	401 Federal Street, Dover, DE 19901	75,332	1.11	7,013.31
Troop 2	100 Lagrange Ave., Bear, DE 19701	53,000	0.72	3,197.14
Troop 5	9265 Public Safety Way, Bridgeville, DE 19933	6,433	1.93	1,039.77
Wilmington DMV # 97	2230 Hessler Blvd., Wilmington, DE 19809	17,840		3,318.13
Wilmington DMV # 97 Day Porter	2230 Hessler Blvd., Wilmington, DE 19809			253.76

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

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

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

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

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

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.

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.

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.

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

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder 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 him.

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

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

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

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. 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, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **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.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

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

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder 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.

7. **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.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **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.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond 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, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

State of Delaware
Office of Management and Budget
Government Support Services
Contracting Section
100 Enterprise Place – Suite 4
Dover, DE 19904-8202

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his 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 bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for 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 bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(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.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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 termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

SECTION C - GENERAL

1. **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.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor 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 himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor 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.
- b. The contractor 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.

5. **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 contractor 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.

6. **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 contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **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.

8. **BASIS OF AWARD:**

The Office of Management and Budget, Government Support Services will award this contract in accordance with Title 16, Subsection 9605, Delaware Code.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY:**

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, 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, creed, color, sex, age, 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.

- b. 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, creed, color, sex, age, 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.

CONTRACTOR:

BY _____
(SIGNATURE)
(Seal)

Witness: _____

(Contractor)

GOVERNMENT SUPPORT SERVICES:

Witness: _____

(Contract Administrator)
GOVERNMENT SUPPORT SERVICES