



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

EMERGENCY STANDBY MATERIALS AND SERVICES

Request for Proposal

Contract No. GSS25565-EMERG_MATL

January 17, 2025

**- *Deadline to Respond* -
February 13, 2025
*3:00 PM (Local Time)***

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Office of Management and Budget
Government Support Services

CONTRACT NO. GSS25565-EMERG_MATL

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Emergency Standby Materials and Services .The proposal consists of the following:

Contents:

- I. INTRODUCTION**
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**** [Ctrl+Click on the headings above will take you directly to the section.](#)**

All appendices are made part of this solicitation and are available for download at the following site:

<https://bids.delaware.gov/>

In order for your proposal to be considered, the Proposal response must be submitted through the online bid submission portal [<https://gss.bonfirehub.com/>] by February 13, 2025 at 3:00 p.m. (Local Time) to be considered. Submissions by other methods will not be accepted.

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please contact Steven Chillas through the [online bid submission portal](#).

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals to establish an Emergency Standby Material and Services Contract with a vendor(s) who can provide indefinite delivery contracts through competitive negotiations. These contracts are intended to be activated in preparation for, or in response to, emergencies or disasters. The intent of the awarded contract is for vendors to provide additional goods, services and personnel resources when not available through other sources.

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. OPPORTUNITY USE CONTRACT

This is not a mandatory use contract under Title 29, Chapter 6911(d) Delaware Code. It is available to every state department and agency within the Executive Branch and Judicial Branch of the state government.

Further, consistent with Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

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).

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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. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

8. CONTRACT PERIOD

Each Vendor's contract shall be valid for a period from award through December 31, 2026. Each contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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

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	January 17, 2025
Written Questions Due No Later Than (NLT)	January 27, 2025 4:00 pm (local time) via Bonfire
Written Answers Due/Posted to Website NLT	February 3, 2025 4:00 pm (local time) via Bonfire
Proposals Due NLT	February 13, 2025 NLT 3:00 pm (local time)
Public Proposal Opening	February 13, 2025 NLT 3:00 pm (local time)
Proposal Evaluation/Presentations	As required
Vendor Best & Final Discussions	As required
Contract Award	Will occur within 90 days of bid opening

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C. INQUIRIES & QUESTIONS

The State of Delaware will allow written requests for clarification of this solicitation. All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this solicitation must be received through the [online bid submission portal](#) by January 27, 2025, 4:00 pm (local time) referencing the section, page number, text of passage being questioned, and the question. All questions will be answered in writing by February 3, 2025, 4:00 pm (local time) with responses posted on <https://bids.delaware.gov> and <https://gss.bonfirehub.com/>.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this solicitation shall be made in writing through the [online bid submission portal](#). 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 solicitation designated contact, through an addendum posted on <https://mmp.delaware.gov/Bids/> and <https://gss.bonfirehub.com/>. The designated contact for this solicitation is:

Steven Chillas

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 Emergency Standby Materials and Services as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to ensure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

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

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C. STATEMENT OF NEEDS

Depending on the nature and scope of the event, the State of Delaware could require additional goods and services if local resources should become unavailable. In such cases, Vendors would need to provide additional support in terms of materials and services to support existing State of Delaware disaster and emergency response plans. This Request for Proposal includes requirements covering a wide range of resources to support these plans.

The scope of required services could include shipping and logistics management, shelter management, Points of Distribution (PODs) operation, security services, base camp management, debris and waste removal and disposal management, transportation services, project management, personnel procurement, to include personnel who have the appropriate NIMS/ICS training in accordance with the NIMS five-year training plan for 2022 – 2026 is in effect at the time they are deployed under the terms of the contract. The NIMS five-year training plan can be reviewed at [2022–2026 FEMA Strategic Plan | FEMA.gov](https://www.fema.gov/2022-2026-fema-strategic-plan).

D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each, and every requirement outlined in the RFP criteria to be considered responsive. Proposals must be clear and concise.

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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.

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.

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L. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

M. SUBMITTING A PROPOSAL RESPONSE

Solicitation responses must be submitted through the online bid submission portal at: <https://gss.bonfirehub.com/>. Refer to Appendix C - Online Bid Submission Portal Instructions.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the first term of the contract. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

Vendors will have the ability to withdraw their submissions up to the Submission Deadline in the [online bid submission portal](#).

P. PROPOSAL MODIFICATIONS

Vendors will have the ability to modify their submissions up to the Submission Deadline in the [online bid submission portal](#).

Q. LATE PROPOSALS

Proposals submitted after the specified date and time will not be accepted by the online bid submission portal. 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 within the online bid submission portal.

R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at <https://bids.delaware.gov/> and <https://gss.bonfirehub.com/>. By submitting a solicitation response 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.

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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

Respondents may elect to take minor exception to the terms and conditions of this solicitation through the completion of the Exceptions form. 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 response or before the date and time of the Bid opening.

Exceptions must be submitted utilizing the provided form to be considered. Exceptions listed elsewhere in the Respondent's submission will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value, using the provided Business Reference Form. If subcontractors are identified, a minimum of three business references must also be provided for each subcontractor.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

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 Non-Collusion Statement. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both 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 a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) 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.

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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 registration or specific comments about the registration, please contact supplier maintenance by phone at 302-734-6827.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal, through the completion of the Subcontractor Form.

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 solicitation response (response) will be treated as confidential during the evaluation process. As such, vendor responses will not be available for review by anyone other than the State of Delaware Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information until a fully executed contract is received 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 fully executed contracts are received, the contents of all vendor responses are subject to FOIA's public disclosure obligations and exemptions.

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"). Responses must contain sufficient information to be evaluated. Through the [online bid submission portal](#), vendors will submit two copies of their solicitation response. One shall be marked original containing the full solicitation response. The second shall be marked redacted copy, redacting those items the vendor is looking to mark confidential.

The redacted copy must include the completed confidentiality form describing the items redacted, representing in good faith that the information is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each redaction meets the said definitions.

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 response to the solicitation 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 response to a solicitation may enter the public domain.

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AA. ATTACHMENTS

Sample Reports 1 – Monthly Usage Report
Sample Reports 2 – Subcontracting (2nd Tier Spend) Report
Attachment 1 – Office of Supplier Diversity Certification Application
Appendix A – Scope of Work Details
Appendix B – Pricing
Appendix C – Online Bid Submission Portal Instructions
Appendix D - Required Forms

IV. 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. 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.

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Only the vendor's name and address will be read aloud during the bid opening process.

5. 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 previous 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.

6. 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.

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. 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.

- a. Rejection of individual proposals. – A proposal may be rejected for 1 or more of the following reasons:
 - 1) The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - 2) It is unacceptable;
 - 3) The proposed price is unreasonable; or
 - 4) It is otherwise not advantageous to the State.
- b. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.

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- c. 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:
- 1) The vendor’s financial, physical, personnel or other resources, including subcontracts;
 - 2) The vendor’s record of performance and integrity;
 - 3) Any record regarding any suspension or debarment;
 - 4) Whether the vendor is qualified legally to contract with the State;
 - 5) Whether the vendor supplied all necessary information concerning its responsibility; and
- d. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
- e. 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.

B. 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

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.

C. 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.
- 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.

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- The bidder should take special care to address all items under criteria and scoring section below.

D. CRITERIA AND SCORING

EVALUATION CRITERIA	
	POINTS
Proposed Methodology/Approach to supporting emergency/disaster situations.	35
Demonstrated experience providing equipment and services of comparable specifications and scope.	35
References	20
Price Proposal/ Pricing Structure	10
TOTAL SCORE	100

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

E. BEST AND FINAL OFFERS

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

F. REFERENCES

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

G. ORAL PRESENTATIONS

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

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

V. MANDATORY PREBID MEETING

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

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VI. 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.

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.

SEOC: State Emergency Operations Center

SLRC: State Logistics and Resource Center

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.

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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.
- c. Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. 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.

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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 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

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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.
- 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. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.

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- 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.
- 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."

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- 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 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.

If agreement is reached to extend this contract beyond the initial term, 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/ 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.

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. WORK PERFORMED IN A STATE BUILDING

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

23. 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

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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.

24. 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.

25. MANDATORY 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. Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

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The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware
Government Support Services
Contract No: GSS25565-EMERG_MATL
600A S. Bay Road
Dover, DE 19901-4604

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

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

26. 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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27. 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.

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.

28. 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 51 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.

29. FORCE MAJEURE; APPLICABILITY

Neither the Vendor nor the State shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

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- a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages.
- b. Diseases, plagues, quarantine, epidemics or pandemics.
- c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or
- d. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

30. 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.

31. 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.* § 6911I. 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 [Opportunity Buy Flowchart](#). 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.

32. 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 [I Found It Cheaper Flowchart](#). 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.

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33. 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 (Sample Report - 1) 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 and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendusage@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports required monthly, including those with “no spend”. 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 49](#), 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 Sample Report - 2.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendusage@delaware.gov 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.

34. 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.

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35. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS25565-EMERG_MATL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

36. 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.

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.

37. 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.

38. 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.

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If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

39. 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.

40. 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 the Subcontractor Form, and are subject the approval and acceptance of Government Support Services.

41. 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.

42. 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 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).

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: [Environmentally Preferred Purchasing Policy](#)

43. 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

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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 on the Subcontractor Form are considered approved upon award. Changes to those subcontractor(s) listed in the original solicitation response must be approved in writing by the State.

44. 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.

45. 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 and long-term care residents, 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 agency requesting services may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided, the location(s) being accessed, or as a matter of law. This includes, but may not be limited to, background checks that are compliant with 31 *Del. C.* §309 and/or 16 *Del. C.* § 1141 or other applicable laws. The agency requesting service is responsible for notifying the vendor of any special requirements at the time-of-service request, including the applicability of 31 *Del. C.* §309 and/or 16 *Del. C.* § 1141 or other statutory requirements. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract. The Vendor(s) shall be responsible for all costs associated with background check requirements. The access to and the provision of services by the Vendor or its agents may be withheld until background checks are completed and deemed accepted by the Agency requesting services.

46. 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](#)

47. 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>.

48. 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.

49. DISPUTE RESOLUTION

At the option of the parties, they 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, the parties elect 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 a mediator selected by the parties.

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If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency 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 State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

50. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 48 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, 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.

51. 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.

52. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

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- 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). 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.

53. 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.

54. 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

55. 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.

56. 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.

57. 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.

58. TESTING AND INSPECTION

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

59. 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.

60. 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

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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.

61. 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.

62. 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.

63. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance

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of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

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Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

64. 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.

65. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor or reseller shall be identified in the Proposal (Subcontractor Form) 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.

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

66. AGENCY'S RESPONSIBILITIES

The Agency shall:

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

67. 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

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68. ASSIGNMENT

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

69. 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
600A S. Bay Road
Dover, DE 19901-4604**

70. 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.

71. 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.

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2. MATERIAL GUARANTY

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

3. AWARD OF CONTRACT

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

4. EXECUTION OF CONTRACT

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

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide Government Support Services of the gross costs associated with this contract.

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VII. PUBLIC BID OPENING ANNOUNCEMENT

CONTRACT NO. GSS25565-EMERG_MATL

Emergency Standby Material and Services

For anyone who wishes to witness the Bid opening they may do so:

- **In-Person**
February 13, 2025 at 3:00 pm (Local Time)
Government Support Services
600A South Bay Road
Dover, DE 19901
- **Virtual**
Date & Time: Thursday, February 13, 2025 at 3:00 pm (Local time)
Virtual Meeting Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTU4YmNmNDUjODliNi00NTMxLTljMTAtMmU5MjQ0ZjQ4OGZk%40thread.v2/0?context=%7b%22Tid%22%3a%228c09e569-51c5-4dee-abb2-8b99c32a4396%22%2c%22Oid%22%3a%2214bd9582-75ad-4153-b48d-ee0cd84c7ce0%22%7d
Meeting Number: 217 270 595 55
Password: 975Ee7Ac

The public proposal opening ensures 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

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Sample Reports 2 – Tier 2 Reporting

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 Address	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 Paid		

Note: A copy of the current 2nd 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@delaware.gov



The Office of Supplier Diversity (OSD) has moved to the Division of Small Business (DSB)

Supplier Diversity Certification Applications can be found here:
[Certifications - Division of Small Business - State of Delaware](#)

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

New address for OSD:

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address:

(Local applicants may drop off applications here)

99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

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

APPENDIX A – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

a. OVERVIEW

The purpose of this Request for Proposals (RFP) is to establish an Emergency Standby Materials and Services Contract with multiple Contractors through competitive solicitation. Awarded Contractors will provide the Delaware Emergency Management Agency, herein referred to as the (DEMA), with materials, services, and personnel resources during emergencies and disasters.

DEMA, along with various other state agencies, may require additional resources to support the operation Commodity Points of Distribution sites (PODs), Community Shelters, Emergency Worker Base Camps, and other emergency response activities as needed. These resources could include supplemental food, water, or modes of transportation for evacuation support and waste and debris management services. It is critical that these support operations are operational immediately upon request by DEMA.

The State of Delaware intends to award multiple contracts to qualified vendors who meet the terms and conditions of this RFP. Awarded Contractors will work at the sole direction of the Division. Contracts will be issued with no guaranteed quantity of requested services. The usage of this Contract is wholly dependent upon the State of Delaware's needs at the time of an event, incident, or emergency.

Awarded Contractors must be capable of responding to a wide range of emergencies and disasters including but not limited to:

- Pandemics
- Tropical Cyclones
- Wildfires
- Droughts
- Geological Incidents
- Seismic Incidents
- Transportation Incidents
- Technological Hazards
- Space Weather Incidents
- Terrorism
- Biological Incidents
- Civil Disturbance Incidents
- Other Incidents
- Floods
- Severe Storms
- Erosion
- Extreme Heat
- Winter Storms
- Tsunamis
- Cyber Incidents
- Hazardous Materials Incidents
- Radiological Incidents
- Agricultural Disruptions
- Mass Migration Incidents
- Planned Events

b. GENERAL REQUIREMENTS

Awarded Contractors shall complete the following tasks and deliverables for all logistics services and materials ordered under the contract.

a. Emergency and Disaster – Liaison to DEMA

Beginning on the contract date of execution, the Awarded Contractor shall be continuously available to DEMA's representatives for response to requests for information, receipt of delivery orders, discussion of contract performance, and other contract administration activities.

b. Emergency and Disaster – Preparedness

Beginning on the date of award of the contract, the Awarded Contractor shall:

1. Be available and return all emergency phone calls 24-7 within one (1) hour of initial notification.

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2. Confirm and provide substantive proof of all available resources for items bid and provide estimated response times to the DEMA Logistics Team upon request. From the period of 1 June through 30 November of each year (Hurricane Season), the Contractor shall provide this report to the contract manager on a monthly basis.
3. Develop internal emergency response plans directly with DEMA that outline procedures for responding to emergencies and disasters and submit copies upon request to the DEMA Logistics Teams.
4. Participate in all trainings/exercises requested by the DEMA.
5. Upon request, train DEMA and other agency staff on emergency response procedures and expectations.

c. Emergency and Disaster – Activation

Upon activation by DEMA in response to an emergency or disaster, the Contractor shall:

1. Upon request, immediately deploy senior management personnel and supporting staff to the State Emergency Operations Center and/ or any other point designated by DEMA to collaborate with State personnel. Personnel should arrive no later than 24 – 48 hours from request.
2. When Contractor personnel are requested by the DEMA, the Contractor shall provide a list of all personnel responding on their behalf eight hours prior to their arrival to include: company name, individual first and last name, email address, and cell phone number. Only personnel listed on this document will be granted entry into designated locations.
3. Provide DEMA with projected dates and timelines for the arrival of personnel and resources to the SEOC, SLRC, and any other location(s) assigned by the Division.
4. Provide a current and updated list of available resources to DEMA upon request, and provide continual updates while services are engaged.
5. If responding to multiple incidents simultaneously, document each incident response activity separately for accurate resource coordination and invoicing.

d. Emergency and Disaster – Response

During emergency and disaster response operations, the Contractor shall:

1. Respond to missions tasked by DEMA immediately and efficiently.
2. Provide rapid on-site deployment and installation of equipment, structures, and supporting materials when mission-tasked by the DEMA.
3. Provide real-time asset tracking for all missions and report as directed by DEMA.
4. Work as a unified and collaborative team alongside of and on behalf of if tasked, local, State, and federal agencies, volunteer and non-profit agencies, and other private sector entities in the fulfillment of missions tasked by the State.

e. Emergency and Disaster Response – Cost Proposals/Quoting

Awarded Contractors may be asked to submit cost proposals for materials and/or services during an emergency or disaster activation at the request of DEMA. Emergency cost proposals shall be equal to or lower than the contracted pricing on Appendix B, Price Proposal, and will be competitively selected for resource and service quality, response time, and price.

f. Emergency and Disaster Response – Fuels

The Contractor shall be responsible for the fueling of all deployed assets. Such fuels shall be invoiced and reimbursed at actual expense with proof of expenditure. This shall extend to all sub-contractors, corporate fleet operators, and independent owner-operators.

In the event the Contractor uses fuel provided by the Division, the Contractor shall not invoice the Division for fuel related expenses. Each driver/operator shall be required to sign for all fuels provided by the Division and these lists will be cross checked against all invoices submitted for payment.

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Every Wednesday by 1200 hours, the Contractor will provide an email of actual fuel expenses, per purchase order, to the Division's contract manager to include the previous 7-day fuel expenditure and the cumulative total to date. Failure to provide will result in a 48-hour corrective action period. If the Contractor does not provide the information within 48-hours the contractor shall forfeit 50% of the fuel expense for the submitted 7-day period. Failure to submit within 96 hours shall result in a 100% forfeiture.

g. Emergency and Disaster Response – Timely Delivery of Materials and Services

The Contractor is responsible for performing all management, supervision, and other administrative activities necessary to guarantee performance and strict compliance with the terms and conditions of the Contract. Time is of the essence, as materials and services procured under this contact are required to sustain life in the aftermath of emergency and disaster events that have disrupted or will disrupt normal supplies and services in the emergency/disaster location. Therefore, this Contract requires immediate response with timely production, delivery, and reporting by the Contractor. Failure to provide immediate and effective response may result in termination of the contract.

The date of issue for all purchase orders, delivery times, and start and end of service will be expressed in the local time of the delivery or service location. Deliveries and start of services will be considered timely if made at the specified delivery site within two hours before or after the time specified for delivery in the purchase order.

c. TASKS AND DELIVERABLES

In addition to the general tasks and deliverables previously outlined, the following tasks and deliverables apply to materials and services that may be required to support Base Camps, PODS, Community Shelters:

a. Emergency and Disaster Response Operations

Upon activation, the Contractor shall:

1. Provide on-site maintenance and decontamination of Contractor equipment based upon manufacturer's maintenance schedule for equipment deployed more than 48 hours.
2. Conduct final demobilization of equipment at the end of the mission and provide decontamination and rehabilitation of equipment prior to final close-out.

b. Leased Equipment

When ordered/mission-tasked by the Division, the Contractor shall:

- 1) Begin mobilization of leased equipment packages within 6 hours.
- 2) Provide on-site deployment and installation services for each piece of equipment within 12 hours.
- 3) Ensure all equipment delivered is in good to excellent working condition.
- 4) Ensure required safety features are in place and in good working order.
- 5) Ensure equipment is delivered in a "ready for use" status. Equipment received in an unprepared condition will not be included in the invoice billing period until the Contractor can demonstrate proper "run condition" of the unprepared equipment. Delivered equipment not meeting the contract terms or in the Division's opinion appears in a state of disrepair shall be replaced with properly working equipment at the Contractor's expense. No invoicing shall occur for equipment not meeting the contract terms or mission requirements. Reasonable wear and tear will be considered part of the lease payments to include scratches in paint, abrasion, and nonstructural or operational imperfections.
- 6) Rental prices shall include lease price, all administrative, reporting, and overhead costs to include routine equipment maintenance, and profit.
- 7) The rental price list does not include the cost of shipping to point of delivery; mobilizing equipment from point of use to the point of return/ pick-up and may be payable by the Division.

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c. Power Generators

Minimum of one (1) week operation phase duration, excluding mobilization and demobilization. Rental rates only – transportation rates from point of origin and/or point of delivery and/or point of use are not included.

d. Maintenance and Repairs of Heavy Equipment

1. Contractors shall be able to provide equipment fuel upon the Division's request.
2. Tire replacements, if needed, will be arranged by the Contractor.
3. Contactor shall provide an Operations and Maintenance Manual and maintenance schedule for each rental unit at the time of delivery.
4. Maintenance and repairs are the responsibility and the expense of the Contractor.
5. Equipment downtime: equipment which has failed shall be replaced within 6 hours of notification by the Division unless otherwise directed by the Division. Failure to replace such equipment may be grounds for breach and termination of contract for cause by the Division. Loss of use/downtime shall be deducted from final billing.

e. Base Camps – For Emergency Workers and Responders

1. The Contractor will maintain a 24-7 capability to establish, support, and maintain full-service Type I, II, III, IV and Other (mobile) "Emergency Worker Base Camps".
2. The Contractor shall be able to activate these resources and become fully operational immediately upon request by DEMA. The Contractor must secure all equipment once the site is established, maintain resources, and schedule routine inspections and maintenance on its equipment as required to maintain 24-hour operational readiness at all times.
3. Contractor personnel must always display their authorized company photo ID while on the site.
4. Depending on the size of camp, activities at these sites are estimated to typically operate from 7 to 45 days, but in catastrophic events could run from 180 to 365 days or more. In the event a fully operational Base Camp is completely cancelled before seven (7) days of operation, the Contractor shall be paid for both mobilization and demobilization expenses.
5. The Division will identify suitable locations to establish base camps at the time of mission tasking. Unless directed otherwise by the Division, the Contractor shall arrange for the necessary license/easement agreements and/or leases for use of identified locations.
6. Not all sites may be "installation ready". As such, the Contractor must be prepared to provide reasonable land clearing and/or installation of temporary crushed gravel base between 2-4" as necessary. Reasonable clearing to include removal of small scrub trees, trash, small debris, redistribution of uneven earth, grading to a reasonable level, and development and packing of temporary access unpaved dirt roads shall be the responsibility of the Contractor.
7. All added gravel must be removed upon demobilization of the site. In some instances, the Contractor must be prepared to install temporary chain link fence with all necessary access gates. Added fencing must also be removed upon demobilization of the site.
8. In the event an order is cancelled enroute before any meals are served, the Contractor shall be paid for the number of meals ordered if they are able to provide documentation of costs or payments to the respective subcontractor(s).
9. In cases where the Contractor must provide resources, the Contractor will be responsible for the acquisition of all potable water and the disposal of grey and black water in accordance with all local, state, and federal regulations.

All base camps shall provide the following:

- Sleeping beds, linens, blankets, and pillows (based on Appendix B, Price Proposal).
- Accommodations for personal privacy. Groups shall be divided into single males (day shift / night shift) and single females (day shift / night shift).
- Telecommunication capabilities to the office/administration complex.

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- Personal toiletry hygiene kits or bulk toiletry supply items for men and women to include, as appropriate: toothbrush and toothpaste, razor and shave cream/gel, bar or shower gel soap, comb/brush, mouth wash/rinse, deodorant, shower towels, washcloths, hand towels, and bath towels. Either launderable or disposable items may be used. Disposable items must be replenished on a consistent basis to ensure resource gaps are not experienced by residents.
- Separate male and female showers with hot/cold potable water. Showers may be either trailer, CONEX, skid, or field, but shall in all cases be enclosed and provide modesty, protection from weather elements, be either heated or cooled as required, and well lit, climate-controlled, lighted mobile restrooms.
- Food services to include four meals per day for emergency workers. Of the four meals per day, at least two must be hot prepared meals. The third and fourth may be a cold or self-serve buffet style meal. All cold meals must be served in boxes. The Base Camp Food Unit Leader will determine the quantity of box lunches each day 12 hours prior to the mealtime and advise the Contractor accordingly.
- All hot meals and box lunches must conform to current United States Department of Agriculture (USDA) and United States Forest Service (USFS) 14-day rotation meal plans and all contract requirements for nutrition, quantities, food types, calorie counts, and means of service.
- Menus shall be reasonably tailored to the ethnic and dietary (non-medical) requirements of the camp population, to include low sodium and vegan. Kosher will not be required as a rule. Should Kosher be required at a specific location, it is acknowledged that additional special arrangements must be made which may result in additional charges.
- Meals must be well-balanced, nutritious, appealing, and use a minimal amount of processed (canned, instant) items.
- Fresh items to include fruit and/or salads shall be offered with each meal.
- Hot meals may be either staff served, buffet style, or individually boxed depending on the circumstances of a specific disaster or event. Box lunches must conform to USFS specifications.
- Laundry services shall be full-service "fluff and fold" with no additional charge to the resident and same day service on-site.
- Irons and ironing boards shall be made available to all residents.

The Contractor must prepare options to address public works infrastructure (potable water, wastewater, electric power) under the following conditions:

- Condition 1 assumes a "bare base" with no water, sewer, or power on site, and the Contractor must provide for all necessary infrastructures to support the camp.
- Condition 2 assumes that the Contractor will have access to potable water, sewer taps (grey and black), and power. The contractor must provide all necessary means to tap into and extend these resources to their equipment.
- Condition 3 assumes limited access to some, but not all of these resources. As such, the Contractor must itemize component options such as field prime power plants, potable water tankers, grey and black water collection, treatment and vacuum truck collection, and haul away and disposal.
- All potable water tankers must be sanitized in accordance with all applicable regulations and be able to produce a document of sanitation for each load taken or brought on site to either the Food Unit Leader, Safety Officer or Incident Commander.
- Contractor will be responsible for providing trash removal. Wet-proof dumpsters will be used to collect all food scraps and debris. Dumpsters shall always remain in the closed position when trash is not being disposed of.

Contractors may be asked to provide non-sworn security personnel on-site for purposes of patrol, access control, maintaining order, and coordinating with sworn law enforcement on security issues. The Contractor may, if desired, independently contract directly with off-duty law enforcement personnel for all or part of these services. Contractors are responsible for securing all equipment once the site is established. Contractors will be required to provide a photo ID to each resident at the camp as they register on-site and document all

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resident check-ins and check-outs. Contractors will check ID for all entrances to the site, as well as during all meal periods. Contractors will provide daily electronic reporting to the Division's Logistics Section of the following (at a minimum):

- Emergency Worker check-in and check-out history. Documentation must include a legible first and last name with either digital confirmation or written signature.
- Emergency worker meal documentation (all meals served) to include a legible first and last name with either digital confirmation or written signature.
- Daily situation report reflecting operations to date, critical issues, concerns, unresolved issues with corrective action steps, occupancy and availability counts, contractor staff counts, security staff counts, equipment totals, and any relevant information to support ongoing operations.

Mobilization and Demobilization: Depending on the need, the Contractor must have the ability to demobilize a portion of the base camp that is not in use.

f. Authorized Base Camp Residents

The following categories of personnel may be admitted to a contracted Emergency Worker and Responder Base Camp:

- Authorized paid and volunteer public safety personnel
- Law enforcement
- Fire Safety personnel
- EMS/Medical personnel
- State and local Emergency Management officials
- Public Works personnel
- Search and Rescue Teams
- Disaster Medical Teams
- Disaster Mortuary Teams
- Delaware National Guard
- Department of Transportation
- Other government (municipal, county, state and federal) agencies
- Nationally recognized volunteer disaster relief agencies such as:
 - The American Red Cross
 - The Salvation Army
 - Others as approved by DEMA

g. Unauthorized Base Camp Residents

Admission will not be permitted to commercial paid Contractors and other unauthorized individuals, such as:

- Debris Contractors
- Public utility crews (private)
- Unaffiliated ad-hoc spontaneous volunteers (private citizens wanting to help)
- Independent Contractors
- Displaced survivors

All questions regarding admission will be directed to the Incident Commander of the base camp. Base camps may allow entry and residency of additional persons when identified and specifically authorized by DEMA.

h. Emergency Shelter Complexes

Contractors will maintain the ability to establish, support, and maintain full-service operations for Type III, IV and V "Catastrophic Emergency Shelter Support Systems". Contractors shall be able to activate these support systems and become fully operational immediately upon request by DEMA. Contractors will

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maintain all resources and schedule routine inspections and maintenance on equipment as required to maintain 24-7 readiness at all times. Contractors must secure all equipment once the site is established.

All Contractor personnel must always display their company photo ID while on the site. DEMA will identify suitable locations to establish the complex at the time of mission tasking. The Contractor will arrange for all property use agreements or necessary leases for site use, unless otherwise instructed by DEMA. Not all sites may be "installation ready". As such, the Contractor must be prepared to provide optional, reasonable land clearing and/or installation of temporary crushed gravel base between 2-4" as required on a site and remove all gravel upon demobilization of the site.

The Contractor must have the ability to demobilize any or all portions of a shelter when requested by the Division. In the event a fully operational Catastrophic Emergency Shelter is completely cancelled before seven (7) days of operation, the Contractor shall be paid for both mobilization and demobilization.

In the event a meal order is cancelled enroute before any meals are served, the Contractor shall be paid for the number of meals ordered if the documentation of costs or payments made is provided to DEMA.

All necessary temporary structures shall accommodate for the following activities and services:

- Sleep beds, linens, blankets, and pillows based on Appendix B, Price Proposal (500,1500 or 2500 persons). Provisions in both bedding and space allocations under ADA will be required.
- Linens must be reusable and laundered or replaced twice each week.
- Accommodations for the reasonable visual privacy of persons must be provided. Groups will be divided into families, single males, single females.
- Contractor will be required to provide all telecommunications capabilities to the office/administration complex.
- Personal toiletry hygiene kits or bulk toiletry supply items for men and women to include as appropriate: toothbrush and toothpaste, razor and shave cream/gel, bar or shower gel soap, comb/brush, mouth wash/rinse, deodorant, shower towels to include – washcloth, hand towel, bath towel, either launderable or disposable items may be used.
- Separate male and female showers with hot/cold potable water. Showers may be either trailer, CONEX, skid, or field, but shall in all cases be enclosed and provide modesty, protection from weather elements, be either heated or cooled as required, and well lit.
- Mobile restrooms must be climate-controlled, lighted restrooms will be provided for persons.
- Food services to be provided shall include three (3) meals per day for displaced persons and one (1) midnight meal per day. Of the three (3) meals per day, at least two (2) must be hot prepared meals. The third meal may be cold prepared or self-serve buffet-style. All cold meals must be served in boxes.
- All hot meals and box lunches must conform to current United States Department of Agriculture (USDA) and United States Forest Service (USFS) 14-day rotation meal plans and all contract requirements for nutrition, quantities, food types, calorie counts, and means of service.
- Menus will be reasonably tailored to the ethnic and dietary (non-medical) requirements of the camp population, to include low-sodium and vegan meal options. Kosher will not be required as a rule. Should Kosher be required at a specific location, it is acknowledged that additional special arrangements must be made which may result in additional charges payable by the Division.
- Meals must be well-balanced, nutritious, appealing, and use a minimum amount of processed (canned, instant) items.
- Fresh items to include fruit and/or salads must be offered with each meal.
- Hot meals may be either staff served, buffet style, or individually boxed dependent on circumstances of a specific disaster or event. Box lunches must conform to USFS specifications.
- Laundry services full-service "fluff and fold" laundry services will be provided with same day service. Dry cleaning services will not be required.

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- The Contractor must prepare options to address public works infrastructure (potable water, wastewater, electric power) under the following conditions:
 - Condition 1 assumes a “bare base” with no water, sewer, or power on site, and the Contractor must provide for all necessary infrastructures to support the camp.
 - Condition 2 assumes that the Contractor will have access to potable water, sewer taps (grey and black), and power. The contractor must provide all necessary means to tap into and extend these resources to their equipment.
 - Condition 3 assumes limited access to some, but not all of these resources. As such, the Contractor must itemize component options such as field prime power plants, potable water tankers, grey and black water collection, treatment and vacuum truck collection, and haul away and disposal.
 - The Contractor is responsible for providing all necessary mobile power, exterior lighting, and fuels to support its equipment.
 - Contractor will be responsible for providing trash removal. Wet-proof dumpsters will be used to collect all food scraps and debris. Dumpsters shall always remain in the closed position when trash is not being disposed of.
 - Appropriate vector control will be provided by the Contractor.
 - Contractor will be responsible for providing all non-sworn security personnel on- site for purposes of patrol, maintaining order, access control, and coordinating with sworn law enforcement on security issues. The Contractor may, if desired, independently contract directly with off-duty law enforcement personnel for some or all of these services.
 - Contractor must secure all equipment once the site is established.
 - Contractor personnel must always display their company photo ID while on the site.
 - Contractor will be required to provide photo ID for each resident at the shelter as they register on-site.
 - Contractor will check ID during meal periods.
 - Contractor will provide daily electronic reporting to the Division’s Logistics Section on the following (at a minimum):
 - Resident check-in and check-out history. Documentation must include. First and Last name (legible) with signature.
 - Resident meal documentation (all meals served). Documentation must include. First and Last name (legible) with signature.
 - Situation report reflecting operations to date, critical issues, concerns, unresolved issues with corrective action steps and dates.
 - Staff counts on site and in support of operations.

i. SANPACs (Sanitation Packages)

See Appendix B, Price Proposal, for Servicing Requirements for SANPAC Types. DEMA will provide electronic notification to move or demobilize equipment. The Contractor will have 24 hours to move or demobilize equipment from the site/service location. Contractor will provide daily electronic updates for all sites that require servicing. Updates shall include: ship-to location, mission number, service begin date, service update and service end date (if applicable) for all locations. Contractor must service portable toilets and dumpsters.

1) Typed Support Packages (LSA, POD, Cooling, Mobile Disaster Recovery Center (DRC), Mobile Kitchen, Warehouse and site preparation)

- Support Packages are to begin mobilization within 12 hours of order.
- Equipment within a Support Package will be delivered "ready for use" to DEMA. Any equipment arriving in an unprepared condition will not be included in the invoice billing period until the Contractor can demonstrate it is ready for operation.

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- Not all sites may be “installation ready”. As such, the Contractor must be prepared to provide optional, reasonable land clearing and/or installation of temporary crushed gravel base between 2-4” as required on a site and remove all gravel upon demobilization of the site.
- The Contractor shall be prepared to install temporary chain link fence with all necessary access gates as needed. Fencing shall be removed by the Contractor upon demobilization of the site.
- The Contractor shall partially or fully demobilize sites and assets as requested by DEMA.
- Upon demobilization, the Contractor shall confirm and document completion of all missions and perform routine and final inspections of all equipment.
- Please see Appendix B, Price Sheet for a comprehensive list of all items to be included in typed support packages.

Contractors will provide the following types of specialized personnel when requested:

- Specialists in emergency generating and electrical ground power and distribution systems.
- Specialists in emergency pumping, flood fighting and hydrology.
- Specialists in selecting and establishing emergency sites to include site prep, grading, soil evaluation and engineering, flood management, lying of both above and below ground emergency utilities.

2) Prime Power, Pumps Material Handling Equipment and Heavy Equipment

These resources are priced for single units also located in Typed Response Packages above and will be requested by the Division as needed.

3) Personnel

On occasion, staff augmentation is required for specific disaster response functions. Personnel will be requested by DEMA as needed. Where national standards apply to a position, the contracted personnel should possess the proper certification(s) and/or credential(s). Reference Appendix B, Price Proposal for additional information regarding personnel types and specifications. Travel time, travel costs, lodging costs, and per diems may not be billed to DEMA unless authorized by the contract manager or designee. Time sheets must be provided for all invoiced personnel.

4) Mass Care Supplies

Resources will be requested on a mission-specific basis as needed.

5) Functional Needs Support Services Product Specifications

- Accessible Shelter Folding Cot to Include:
 - Black or Dark Green Ballistic 1680d nylon fabric (or equivalent) with Cordura® water repellent coated DWR cot fabric, folded and riveted to frame.
 - 1” Mattress pad
 - 18”H x 35” W x 81” L
 - Weight Capacity: 400lbs
 - Cot weight maximum: 35lbs
- Bedding Kit to include:
 - 1 each - 74” x 63” +/-, Poly/Wool Blend Blanket
 - 1 set - 54” x 90”, T-180 Percale, 50/50 Cotton/Poly Blend Flat Cot Sheets
 - 1 each - Cotton full size (standard) Pillowcase (Must match pillow #4 below) Components packed in a nylon mesh laundry bag
 - Cot Mattress Cover must be:
 - Vinyl Plastic, Elastic Edge (Fitted), Waterproof, Disposable Pillow:
 - Hypoallergenic, Standard Size 20” x 28”, 300 Thread Count Towels:
- Adult Hygiene “Comfort” Uni Sex Kit to include:
 - Disposable, 24” x 50” Disposable Paper Woven Towels

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- 1 each – Comb (Plastic)
- 1 each - Shampoo, 3 oz.
- 1 each – Soap (Bar or Liquid Body Wash)
- 1 each - Wash Cloth (Cotton)
- 1 each – Razor (Disposable)
- 1 each - Shave Gel, 3 oz.
- 1 each - Lotion, 3 oz.
- 1 each - Toothbrush, (Adult, Medium)
- 1 each - Toothpaste, 3 oz.
- 1 each - Tissue Packet
- 1 each - Draw String Poly Bag NO AGENCY LOGO – GRAPHICS TO BE “ADULT HYGIENE KIT”
- Children’s Hygiene “Comfort” Unisex Kit to include:
 - 1 each - Toothbrush
 - 1 each – Toothpaste, 3 oz.
 - 1 each – Soap (Bar or Liquid Body Wash)
 - 1 each - Shampoo, 3 oz.
 - 1 each – Comb (Plastic)
 - 1 each – Washcloth (Cotton)
 - Crayons and Coloring Book
 - Pencil and Sharpener
 - 1 each - Draw String Poly Bag NO AGENCY LOGO – GRAPHICS TO BE “CHILD HYGIENE KIT”
- Pre-Moistened Body Wash Towels (8/pack):
 - 8 Heavy Duty Cloths per Package
 - Case shall include 44 packages per case
- Clean Up Kit to include:
 - 1 each - 14 Quart Utility Bucket with bail and pour spout
 - each - 55 Gallon Trash Bags (1.2 – 1.6 MIL)
 - 1 Pair of Nitrile Gloves
 - 1 each – 1Qt Bottles of Chlorine Bleach
 - 1 each – Sponge (APX 5”x8”x1”)
 - 1 each – 8” Scrub Brush
 - 2 each - Telescoping Handles for mop and broom
 - 1 each - Large Mop Head
 - 1 each - Broom Head
 - 1 each - 18” Garage Broom
 - 1 each - 19” Squeegee

6) Environmental Control

These resources are priced for single units also located in Typed Response Packages above. Resources will be requested on a mission-specific basis as needed.

7) Temporary Structures – Individual

Temporary Structures shall begin mobilization within 6 hours of order by DEMA. Temporary Structures shall be in good to excellent working condition. All Temporary Structures will be delivered "ready for use" to DEMA. Any equipment arriving in an unprepared condition will not be included in the invoice billing period until the Contractor can demonstrate it is ready for operation.

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The Contractor shall make available to DEMA an Operations and Maintenance Manual and maintenance schedule for each rental unit at the time of delivery upon request. Final maintenance on all Temporary Structures will be line itemized, included in the lease by the Contractor. Maintenance and decontamination will be conducted by or contracted for by the Contractor. Prices for these services will be included on all quote requests and line itemized on the final invoice.

Tire replacements, when needed, will be arranged through the Contractor.

Upon demobilization the Contractor shall:

- Confirm and document completion of all missions.
- Perform routine and final inspections of all equipment and submit final cost accounting.

8) Support Equipment

These resources are priced for single units also located in Typed Response Packages above. Resources will be requested on a mission-specific basis as needed.

9) Tarps

These resources are priced for single units also located in Typed Response Packages above. Resources will be requested on a mission-specific basis as needed.

10) Shelf-Stable Meals

Shelf stable meals for will be used for emergency mass distribution. Meal Kit packages must include single use, self-heating, nationally accepted methods. A three-meal, per person, per day package is offered during mass distribution which consists of a breakfast, lunch, and dinner in one single waterproof package. These single “one-day per person” meal packages may be either bulk packed, or in cases not less than 24 per master case. This facilitates the ease of mass distribution to the general public. In emergency events, it is not practical to open small cases of either same or variety meals for distribution to the public due to time and staffing constraints.

- General Product Specifications
 - Each meal contains a minimum of 1,020 calories.
 - Each case of 12 meals must contain six different menu varieties.
 - Each meal to include a minimum of an entree; a side item; dessert; snack; an accessory packet; and flameless ration heater (FHR). Must be self-heating through one of several nationally acceptable non-toxic, single use methods. Individual full meal, nutritionally balanced/self-heated non-perishable packaged.
 - Specifications based on a pack ready meal or equal commercial product.
 - Meals must be individually packaged and nutritionally balanced.
 - Freeze dried meals are not acceptable.
 - Meals must have a minimum shelf life of three years.
 - Meals must have the expiration/best by date printed on the case.
- Nutritional Considerations (Deliverables):
 - All meals must be nutritionally balanced.
 - Senior/Child meals must have lower sodium content than regular adult meals.
 - Belief-Based Diets must be provided for as needed.
 - Meals should also include options for Halal. Meals should be certified Halal and meet Islamic Halal standards established by the Islamic Food and Nutrition Council of America (IFANCA).
 - Meals should also include options for Kosher which are prepared under rabbinical supervision.
- Packaging (Deliverables):

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- Meal Kit Packaging must be durable and waterproof.
- Meal kits shall be packed into either master cases not less than 24 kits per case or bulk packed. All cases or bulk packaging must be durable, water resistant and be enclosed on all six sides. Each case or bulk pack shall be clearly marked with sub and sub-packaging quantity (e.g. 96 each, 3-meal Adult Shelf Stable Meal Kits), stock and lot numbers, date of manufacture, and expiration date.
- Master Packaging and palletizing:
 - Cases, boxes or master packs must be packed on a standard 3'x4' or 4'x4' wooden or plastic pallet.
 - Pallets will not be stacked more than 5'6" high to include the pallet.
 - All pallets shall be wrapped at least three times with standard pallet shrink-wrap.
 - All pallets shall be clearly marked with a placard indicating what the pallet contains (e.g. ADULT or SENIOR ADULT/CHILD MEALS).
 - Pallets shall contain only one (1) master type (e.g. adult or senior adult/child), although variations in meal types within the master type is allowed.

11) Personal Protective Equipment (PPE)

Refer to Appendix B, Price Proposal for specifications and requirements. Resources will be requested on a mission-specific basis as needed.

12) Contractor Errors or Quality Problems

Products returned/exchanged due to quality problems, duplicated shipments, outdated product, incorrect product shipped, or Contractor errors otherwise not specified shall be replaced with specified products or DEMA shall be credited/refunded for the full purchase price.

Products returned/exchanged due to Contractor errors or quality problems as identified above shall be picked up by the Contractor. No restocking fee will be accepted.

13) Product Errors

Returned products shall be picked up by the Contractor at the time of delivery of the replacement product, or within five (5) calendar days of receipt of written notification by the Contractor if a credit/refund is to be issued.

There shall be no restocking fee if returned products are suitable for resale. Contractor may charge a restocking fee not to exceed the net price of a returned product if not suitable for resale.

14) Invoicing

Contractors will be compensated only for services performed for and/or good received by DEMA as specified on the purchase order of DEMA, equal to or below the rates in Appendix B, Price Sheet. Invoices received that are not less than or equal to the purchase order of DEMA will be returned to the contractor for corrections.

The Contractor shall submit itemized invoices immediately (no more than 30 days) following service end or date of delivery with full and complete supporting documentation for all costs, based on the mission and task. For ongoing services (over 14 days), invoices are required every two weeks so that DEMA may accurately track and report expenditures.

This includes, but is not limited to location of services, meal counts, sign in sheets, and BOLs as applicable.

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Invoices and supporting documentation should be organized in the order it is listed on the purchase order, with performance dates associated to each line item.

To be payable, invoices must include, at a minimum: Contractor name, invoice number, invoice date, Purchase Order number, mission number, invoice period (full period of performance), physical remittance address, current invoice amount, and a certifying signature.

- Invoices must be accepted and approved by DEMA before payment is initiated.
- Invoices submitted incorrectly or without proper documentation will not be paid until the invoice is corrected.
- Pre-dated invoices for services that have not yet been rendered, or materials not yet provided shall not be accepted.
- All invoices must exactly match the purchase order, by line item, with an equal to or lesser than amount.
- All work rates are calculated based on the physical deployment of equipment or personnel to an incident site performing actual work. Work rates will not apply to any equipment or personnel that are not actively in use performing an emergency response function (e.g. in staging/standby).
- All reserve rates are calculated based on the physical staging of equipment as instructed by DEMA and specified on a purchase order. Work rates shall not be invoiced for items on reserve/standby.

Invoices for Base Camps and Emergency Shelter Complexes must also include:

- Persons housed for the duration of the camp. These are new registrations and not repeat counts.
- Daily meal count served to both all residents, Division staff, contracted workers, and authorized visitors.
- All situation reports reflecting operations to date, critical issues, concerns, unresolved issues with corrective action steps and dates.
- On-site Operations Support Staff counts.

Although the State of Delaware's statutory timeline prescribes for Contractor payment within 30 days, this timeline may be suspended by emergency executive and/or agency emergency order during emergency activations in recognition of the anticipated increase in volume of invoices, and payments to the Contractor may be delayed. Therefore, the Contractor must have sufficient funds on hand to cover all Contractor personnel and staff salaries and other expenses for a minimum of 90 days after the date of invoice submission. The Division will not be liable for any loss of business or incurring of interest or any other damage that a contractor may incur owing to the suspension of any statutory deadline as it relates to invoicing.

Justification for any charges above the Contract agreement must be approved by an authorized individual of DEMA in writing prior to the expense being incurred by the Contractor. The Contractor may first obtain verbal approval from an authorized representative of DEMA under extreme and extraordinary circumstances, but approval in writing must then be retrieved at the earliest opportunity. Failure to seek written approval will not justify a retroactive approval of costs.

15) Audit Considerations

All contracts and billing are subject to both state and federal audits. Upon request, Contractors must be able to provide the following:

- Full supporting documentation for all fulfilled purchase orders.
- Verification that costs claimed or reported are adequately supported and accounted for.
- Compliance with federal or state regulations.
- Determination of necessity or reasonableness of costs (market value).
- Verification that time limitations and cut-off dates were met.

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- Determination that change order costs and time extensions were approved by DEMA.

16) Subcontractors

Contractors are obligated to pay their subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) or notify DEMA and the subcontractor(s) in writing of the Contractor's intention to withhold payment and the reason.

- The date of mailing of any payment by U.S. mail is deemed to be payment to the address. These provisions apply to each sub-tier Contractor performing under the primary contact.
- A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DEMA.
- The Contractor will be responsible for all hiring, background checks, qualifications, salary, taxes, and benefits for all hired personnel.

17) Travel, Lodging and Per Diem

Contractor's rates shall be inclusive of travel, lodging and per diem unless otherwise authorized in writing by an authorized representative of DEMA.

18) Financial Consequences

These Financial Consequences apply to all materials and services on all tabs of the Appendix B, Price Proposal.

If DEMA determines that the performance of the Contractor is unsatisfactory, DEMA will notify the Contractor in writing of the deficiency to be corrected within a timeframe specified by DEMA. The Contractor shall, within the time specified, provide DEMA with a written corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to DEMA, the Contractor may be assessed a financial consequence up to 30% of the total cost for the service of failure, applied monthly, until the deficiency has been corrected. The financial consequence will be applied to the invoice for the then-current billing period. See Fuels section for additional financial consequences related to fuels.

d. APPENDIX B

1) Overview

This Request for Proposal includes seven (7) sections. Vendors may submit proposals for one section, part of one section, or all sections, depending on capabilities. It is the goal of this Request for Proposal to identify a Vendor(s) and execute contracts to implement Emergency Standby Material & Services as stated above, in the event additional resources are required. Proposers are also encouraged to provide any other goods or services in Section seven (7) they feel the State would require in order to support the scope of work listed in sections I through VI.

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

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

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The Delaware Emergency Management Agency, in coordination with other State Agencies, has the overall responsibility for establishing and operating Points of Distribution (PODs) that can support displaced populations as a result of a variety of events listed in the Statement of Needs. PODs are designed to support populations of 5,000, 10,000 or 20,000 per day and can be operated for short or long periods of time. Vendors are asked to provide pricing and the response times for the delivery of required resources for each POD type, to include personnel resources. Vendors may bid on all requirements listed or select items, depending on their capabilities.

Requirements for POD types, to include required equipment, are in **FEMA Resource Typing Definitions 9-508-1187 (Drive-Through Point of Distribution Team) and 9-508-1189 (Pedestrian Point of Distribution Team)**. <https://rslt.preptoolkit.fema.gov/Public> Vendors should review both Resource Type Definitions and NIMS typed resources located within both Definitions for a full list of personnel, resource, and equipment needs.

In addition, since total requirements are driven by the nature, scope, and duration of the incident, Vendors are asked to provide tiered pricing for Water, Ice, Meals-Ready-To-Eat (MREs) (to include specialty MRE for dietary/ cultural/ religious needs), and Heater Meals. Vendors are asked to provide the applicable rental or purchase price, and hourly, daily, or weekly, or monthly rental pricing in Appendix B, Tab 1 for equipment and labor resources. In addition, pricing and times for onsite delivery are also required for ice, tarps, water, MRE's, Heater Meals, porta-potties, sandbags, and dumpsters.

Within the proposal response, please provide your return policy for unopened cases and/ or pallets of goods as well as any fees associated with the return.

Failure to provide these response times may render the Request for Proposal as unresponsive. If you are not bidding this section, please state **"NO BID."**

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

The American Red Cross along with the Department of Health and Social Services and various other support agencies share the responsibility of operation and management of community shelters. Shelters provide temporary nonresident housing for displaced populations as a result of natural or man-made emergencies. Delaware's "community shelter" concept provides for a designated space within each shelter for several types of displaced populations. Community Shelters can operate for short or extended periods of time, depending on the nature, scope and duration of the event. Each of the Designated Community Shelter locations in the table below are capable of housing 500 persons at maximum capacity.

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

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	SHELTER	ADDRESS
	City of Wilmington	
1	Chase Center	800 South Madison Street
2	Hicks Anderson Center	501 North Madison Street
3	Howard High School	401 East 12 th Street
4	Salesianum School	1801 N. Broom St.
5	Wilmington PAL Center	3707 North Market St
	New Castle County	
6	Asbury United Methodist Church	300 Basin Road, New Castle
7	Bob Carpenter Center	631 S. College Ave. Newark
8	Concord High School	2501 Ebright Road Wilmington
9	Christ the Teacher Catholic School	2451 Frazer Road, Newark
10	Dickinson High School	1801 Milltown Rd. Wilmington
11	Glasgow High School	1901 S. College Ave. Newark
12	Middletown High School	120 Silver Lake Rd. Middletown
13	Mount Pleasant High School	5201 Washington Blvd. Wilmington
14	Odessa Fire Hall	304 Main Street, Odessa
15	Ogletown Baptist Church	1700 Limestone Road, Wilmington
16	St Mark's United Methodist Church	316 Red Mill Road, Newark
17	Wallace Wallen Center	701 East Basin Road, New Castle
18	William Penn High School	713 E. Basin Rd. New Castle
19	St. Georges Vo Tech High School	555 Hyatt's Corner Rd. Middletown
	Kent County	
20	Bower's Beach Fire Hall	3285 Main Street Frederica
21	Caesar Rodney High School	239 Old North Road, Camden
22	Central Middle School	211 Delaware Avenue, Dover
23	Delaware State University Gym	1200 North DuPont Hwy. Dover
24	Dover High School	1 Dover High Drive, Dover
25	Fred Fifer Middle School	109 East Camden-Wyoming Ave. Camden
26	John Bassett Moore Intermediate School	22 S. Main St. Smyrna
27	Lake Forest High School	5407 Killen's Pond Rd. Felton
28	Neil Postlethwait Middle School	2841 S. State St. Camden-Wyoming
29	Smyrna High School	500 Duck Creek Pkwy. Smyrna
30	Smyrna Middle School	700 Duck Creek Pkwy. Smyrna
31	Del State South Campus (Old Wesley College Gym)	120 North State Street, Dover
32	William Henry Middle School	65 Carver Road Dover
	Sussex County	
33	Banneker Elementary School	449 North St. Milford
34	Beacon Middle School	19483 John J. Williams Hwy. Lewes
35	Cape Henlopen High school	1250 Kings Hwy. Lewes,
36	Cheer Community Center	20520 Sandhill Road Georgetown
37	Georgetown Middle School	301 West Market St. Georgetown
38	Indian River High school	29772 Armory Rd. Dagsboro
39	Sussex Central High School	26026 Patriot's Way, Georgetown
40	Milford High School	1019 N. Walnut St. Milford,
41	Milford Middle School	612 Lakeview Ave., Milford
42	Phyllis Wheatley Middle School	48 Church St. Bridgeville
43	Rehoboth Beach Convention Center	229 Rehoboth Ave. Rehoboth Beach

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44	Sussex Vo-Tech High School	17099 County Seat Hwy. Georgetown
45	Woodbridge High School	14712 Woodbridge Rd. Bridgeville

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

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

1. Buses of varying capacity, including buses with bathroom facilities if long-distance or long travel-duration evacuations are contemplated.
2. Handicap-accessible buses or vans.
3. Water buffaloes or water tankers
4. Horse and livestock trailers
5. Cargo vans
6. Pick-up trucks
7. Refrigerated trucks.
8. Non-refrigerated container trucks
9. Dump trucks
10. Four-wheel drive and all-terrain vehicles
11. Heavy equipment for debris removal
12. Bucket trucks
13. Boats (to support water evacuations)
14. Helicopters
15. Large and smaller scale chippers and shredders and waste reduction devices
16. Certified licensed operators for vehicle types listed above

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

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

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

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

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

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

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

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

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

In this Section, Vendors are asked to list other equipment, supplies, or human resources they believe would aid in the response and support of incidents listed in the Statement of Needs that are not specifically included in Sections one (1) through six (6). Any other resources the Vendor chooses to include in the proposal must include the applicable purchase price, weekly rental, or hourly wage rates along with delivery response times in Appendix B, Tab 10. This includes "tabletop" training events, short term planning assistance (less than 72 hours total), and other equipment not covered by other tabs. If you are not bidding this section, please state "NO BID."

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APPENDIX B – PRICING

Appendix B is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. Appendix A must be submitted through the [online bid submission portal](#) using the provided format.

APPENDIX C – ONLINE BID SUBMISSION PORTAL INSTRUCTIONS

Appendix C is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

APPENDIX D – VENDOR FORMS

Appendix D – Vendor Forms is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains the forms that are to be completed and submitted through the online bid submission portal.