



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

Furniture

## REQUEST FOR PROPOSAL

**Contract No. GSS26479-FURNITURE**

*January 19<sup>th</sup>, 2026*

**- Deadline to Respond -  
February 18, 2026  
3:00 PM (Local Time)**

## CONTRACT NO. GSS26479-FURNITURE

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for GSS26479-FURNITURE. The proposal consists of the following:

### Contents:

- I. INTRODUCTION
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    - B. PROPOSAL EVALUATION COMMITTEE
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- Appendix B1 – PRICING - DISCOUNT OFFERING
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- Appendix C – ONLINE BID SUBMISSION PORTAL INSTRUCTIONS
- Appendix D – REQUIRED VENDOR FORMS
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- Appendix F – DEPARTMENT OF CORRECTIONS DOCUMENT PACKAGE
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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 19, 2026/ 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](#).

## I. INTRODUCTION

### A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for Furniture: Office, Specialty and Components.

It is the goal of this Request for Proposal to

### A. 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.

### B. 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.

### C. MANDATORY USE CONTRACT

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

### D. 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).

### E. 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.

## F. 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.

## G. 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.

## H. CONTRACT PERIOD

Each Vendor's contract shall be valid for a two (2) year period from May 1, 2026 through April 30, 2028. 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.

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Vendors	January 19, 2026
Written Questions Due No Later Than (NLT)	January 30, 2026 @ 4:00 PM (Local Time)
Written Answers Due/Posted to Website NLT	February 6, 2026
Proposals Due NLT	February 19, 2026 @ 3:00 PM (Local Time)
Public Proposal Opening	February 19, 2026 @ 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

## 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 30, 2026 by 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 6, 2026, 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 as described in this Request for Proposals. 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**

Historically, the State has awarded contracts to furniture dealers. Because the solicitation has been broadened to cover more than "office" furniture, the solicitation is open to both dealers and manufacturers.

### **C. 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 in order to be considered responsive. Proposals must be clear and concise.

### **C. NON-CONFORMING PROPOSALS**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

### **D. CONCISE PROPOSALS**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

### **E. COVER LETTER**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

### **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**

The Bid Bond requirement has been waived.

## **L. PERFORMANCE BOND**

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 - Instructions & Required Forms for specific instructions.

## **N. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through April 30, 2028. 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.

## 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. **Business references will be contacted via email as part of the evaluation process.**

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.

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.

## **AA. ATTACHMENTS**

Sample Reports 1 – Monthly Usage Report  
Sample Reports 2 – Subcontracting (2<sup>nd</sup> Tier Spend) Report  
Attachment 1 – Office of Supplier Diversity Certification Application  
Appendix A – Scope of Work Details  
Appendix B1 – Pricing – Discount Offerings  
Appendix B2 – Pricing – Market Basket

Appendix C – Online Bid Submission Portal Instructions  
Appendix D – Vendor Forms  
Appendix E – Department of Education School Nutrition Forms  
Appendix F – Department of Corrections Document Package  
Appendix G – Prevailing Wage Rates

#### **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.

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 past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

## **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.
- 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
  - 6) Any other specific criteria for a particular procurement which an agency may establish

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

**D. CRITERIA AND SCORING**

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
1. Customer Service/ Delivery	10
2. Environmental	5
3. Warranty	5
4. Product Offerings	30
5. References	15
6. Cost Proposal/ Pricing Structure	35
<b>TOTAL SCORE</b>	<b>100</b>

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.

#### **H. MANDATORY PREBID MEETING**

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

### **V. DEFINITIONS AND GENERAL PROVISIONS**

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

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

**STATE:** The State of Delaware

**AGENCY:** State Agency as noted on cover sheet.

**BIDDER OR VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**BID INVITATION:** The "Invitation to Bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

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

**DESIGNATED OFFICIAL:** The agent authorized to act for an Agency.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**OPPORTUNITY BUY:** A special offer from a supplier that is usually associated with a limited time to respond.

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

**RFP:** Request for Proposal.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

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

**VENDOR'S DEPOSIT:** The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

## **B. GENERAL PROVISIONS**

### **1. INTERPRETATION OF ESTIMATES/QUANTITIES**

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- 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. 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. 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.

## **6. LAWS TO BE OBSERVED**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

## **7. APPLICABLE LAW AND JURISDICTION**

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

## **8. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

## **9. PERMITS AND LICENSES**

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

## **10. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner and shall file a copy of this agreement with the Agency.
- 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.
- 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 (78<sup>th</sup> 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."
- 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 material 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.

If agreement is reached to extend this contract beyond the initial contract term, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed available wage rates as determined by the Department of Labor regarding prevailing wage as determined.

## **18. SHIPPING TERMS**

FOB Destination, freight prepaid. Costs will be included in the quote, not billed as a separate line item.

## **19. ELECTRONIC CATALOG**

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

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

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

## **20. INDEPENDENT CONTRACTORS**

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

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: GSS26479-FURNITURE  
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.

## **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:

- 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.

### **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 [vendorusage@delaware.gov](mailto:vendorusage@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 15<sup>th</sup> 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 [vendorusage@delaware.gov](mailto:vendorusage@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.

### **35. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS26479-FURNITURE 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.

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 to 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](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

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 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.

The Department of Labor has determined that awarded contract is subject to prevailing wage. The Department of Labor Prevailing Wage sheet for work performed under this central contract is attached. The Vendor is required to conform with this determination and rate sheet.

#### **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. 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.

- 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 affect 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 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 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 officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format 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 or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and 202 obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

#### **b. Criminal/Civil Sanctions**

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI 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 FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) 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.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions

for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures 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 the initial certification and the annual recertifications, the contractor and each officer or employee 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. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

## **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. 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

## **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.

### **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.

## VI. PUBLIC BID OPENING ANNOUNCEMENT

### CONTRACT NO. GSS26479-FURNITURE

#### Furniture

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

- **In-Person**  
February 18, 2026, 3:00 PM (Local Time)  
Government Support Services  
600A South Bay Road  
Dover, DE 19901
- **Virtual**  
Date & Time: February 18, 2026 3:00 PM (Local Time)  
Virtual Meeting Link: [Bid Opening GSS26479-FURNITURE | Meeting-Join | Microsoft Teams](#)  
Meeting Number: 247 122 402 624 28  
Password: aW7P7Fp7

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







**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](mailto:OSD@Delaware.gov)

For more information, please send an email to OSD:  
[OSD@Delaware.gov](mailto: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, 10<sup>th</sup> Floor  
Wilmington, DE 19801

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

Email: [OSD@Delaware.gov](mailto: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 State of Delaware is requesting proposals for furniture including all customer service, installation, and design services. This solicitation is broken into different furniture categories. Solicitation is open to both dealers and manufacturers and respondents may choose the category or categories to which they wish to respond to.

Information regarding the current contract can be found online at:

[Contract Details GSS21479-FURNITURE - Delaware Bids and Contracts](#)

All products offered must be new. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

Vendors are to respond and/or acknowledge each section outlined within the entire scope of work. For ease of evaluation, the proposal must be presented in a format that corresponds to, and references sections outlined within this RFP and must be presented in the same order.

### B. APPENDIX SUMMARY

1. APPENDIX A covers the general scope of work, as well as specific guidelines/ requirements for “Office”, “Systems”, and “Specialty” furniture.
2. APPENDIX B1 – Discount Offering - is an Excel workbook to be completed electronically by the vendor is an Excel workbook to be completed electronically by the vendor. This document asks the vendor to provide specific information for each product line that they will be offering on contract. APPENDIX B2 – Pricing – Market Basket - is a product sampling for items commonly purchased from this contract previously. Vendors are asked to provide contract pricing for the product sampling associated with the office and system furniture categories, if bid. Prices provided will be used as a basis for evaluating the pricing portion of this Request for Proposal. This Appendix will also be used to provide a variety of information for each manufacturer line included in the discount offering. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract.**

The State will not make a distinction in minor dimension variances due the different brands of the same furniture item(s) when awarding this contract. Vendors are asked to provide pricing based on the grade of furniture stated in the specifications either as an exact match, or suitable/comparable substitute.

### C. GENERAL REQUIREMENTS

#### 1. CUSTOMER SERVICE

The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier’s operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred). Vendor is responsible to provide immediate notification of any changes in Customer Service contact information to the Government Support Services Contract Officer overseeing the contract.

## **2. QUARTERLY MEETINGS**

Both the State and the Supplier(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

## **3. ACCELERATED PAYMENT SCHEDULE**

Vendors are asked to provide any discounts associated with accelerated monthly payments from state agencies.

## **4. SHIPPING**

A packing label must be on each box and include the following information such as:

- Contract User's Name
- Address
- Department and floor
- Point of contact
- Telephone number
- Mail code

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

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

## **5. RETURNS**

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form, or not included on the requisition form or purchase order may, at the discretion of the contract user, be returned to the Supplier's warehouse at the Supplier's expense within 30 days. Return Authorizations must be credited immediately once the Supplier receives the returned goods.

### **a. INCORRECT PRODUCT ORDERED**

The vendor shall not be responsible for incorrect product being ordered by an Agency without the guidance of the vendor and can only be returned at the discretion of the vendor. Vendor is to identify return policy, by Manufacturer, for those items delivered in acceptable condition that Requesting Agency determines does not meet their needs.

### **b. DAMAGE AND/OR INCORRECT PRODUCT SHIPPED**

The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that shall remain the obligation of the Contracted Vendor.

- 1) Damaged or Incorrect Product shall be reported to the Contracted Vendor by the Purchasing Entity within a reasonable time frame after the damage is noticed.
- 2) The Contracted Vendor is responsible for pick-up and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Purchasing Entity.
- 3) The Contracted Vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchasing Entity.

- 4) The Contracted Vendor is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
- 5) The Contracted Vendor is required to keep the Purchasing Entities informed of the replacement process and delivery date for any and all replacement orders.
- 6) The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contacted Vendor error.
- 7) In the event that a Purchasing Entity does not accept product due to damages or shipment error as described above, no Purchasing Entity shall pay additional shipping and handling charges for the shipment of replacement products.

## 6. CANCELLATION OF ORDER

Orders can only be cancelled if production has not been started by the manufacturer or if the mutually agreed delivery time cannot be met by the vendor.

## 7. RECYCLED PRODUCTS

Remanufactured products will not be accepted, however, the State of Delaware encourages vendors to offer newly manufactured products with recycled materials, though not mandatory under the terms of this contract. Offering such products with recycled materials shall have no impact on the award process. **However, the vendor is required to submit with the bid, a description of the manufacturer's recycled materials program, as it pertains to each brand bid.** Failure to provide this information shall make your bid non-responsive.

## 8. DELIVERY

The Vendor shall be responsible for all delivery, unloading, staging, and storage of furniture, and, equipment.

Unless otherwise noted on a Purchase Order the Vendor must comply with the following delivery requirements:

- a. Vendor must be able to offer the following delivery methods. Please note that Vendors are required to notify the ordering agency at least seven (7) working days prior to delivery. The Vendor shall not proceed with delivery and installation until they have express, written approval from the ordering agency to do so.
  1. Delivery & Installation – Products will be delivered, unloaded, and assembled according to design plan and to a move-in ready condition. Product must be fully assembled and in the location designated by the Design Plan or Purchasing Entity and ready for use. Installation costs for furniture are to be taken into consideration when determining your discount offering for “delivered & installed” orders.
- b. Delivery of goods shall be made to any location specified on the purchase order. This could include multiple delivery locations on one purchase order.
- c. Under no circumstances will Ordering Agency personnel assist with unloading product.
- d. Emergency or rush deliveries requested by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's expense, subject to prior written approval from the Ordering Agency. All approved emergency or rush shipping charges must be listed as a separate line item on the invoice.

- e. In the event emergency or rush delivery is required as the result of an error on the Vendor's part all shipping and handling charges shall be the responsibility of the Vendor.
- f. Delivery shall be completed within ninety (90) days after receipt of order. Any bid indicating delivery timeframe beyond ninety (90) days will not be considered responsive.
- g. All deliveries and installation work shall be performed during regular working hours - 8:00 a.m. to 4:30 p.m. Monday through Friday. Changes thereto may be granted with written approval of the Agency. Any work required outside regular working hours including Saturdays, Sundays, or legal holidays, that is required to meet contractual obligations shall be performed at no additional cost to the State. The vendor shall obtain approval from the Agency for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.
- h. The ordering Agency will notify the vendor at the time of order, of any agency specific clearance requirements. Due to the purpose of certain locations, background checks may be required for all personnel involved in the delivery and/or installation of an order.
- i. Vendors are encouraged to provide removal and disposal services as a value-added service listed as a separate price (separate line item on the invoice).

## 9. INSTALLATION

The Vendor shall take precautions during the installation of any product not to damage the premises or the property of the ordering agency. If damages do occur as a result of operations under this contract, the Vendor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Vendor shall make restitution, as agreed up on by all parties. **Installation services shall include the following:**

- a. The vendor shall be responsible for space preparation for both new installations as well as relocations/reconfigurations. Ordering Agency will be responsible for ensuring all furniture that needs to be moved as part of the space preparation is emptied for ease of move.
- b. All receiving, uncrating, assembly and installation of all furniture and components at site.
- c. Work shall be performed and completed in accordance with a work schedule developed and coordinated with the using agency.
- d. The vendor shall supervise, direct the work, and be solely responsible for all construction requirements, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract.
- e. The vendor shall employ a full-time competent supervisor and necessary foremen and assistants, who shall be in attendance on the project site during the entire installation period.
- f. The vendor shall keep the job site free from accumulation of refuse, scrap materials and debris at all times and maintain a neat and orderly appearance. All materials, including refuse and debris shall be removed from the site on a daily basis, including all loading, cartage, hauling and dumping. **State dumpsters are not to be used for disposal of those materials. This will be at the contractor's expense.** Final clearing and cleanup shall be done promptly and properly. If not, the State shall have the right to employ others and charge the cost to the contractor, after first giving a (3) three working day notice of such intent. Final payment shall be withheld, until the work area is determined acceptable by the State.

- g. An hourly installation fee may be added to quotes and charged to Ordering Agency for systems furniture & relocations/reconfigurations only. Installation costs for all other furniture are to be taken into consideration when determining your discount offering for “delivered & installed” orders.
- h. Installation work shall be performed during regular working hours - 8:00 a.m. to 4:30 p.m. Monday through Friday. Changes thereto may be granted with written approval of the Agency. Any work required outside regular working hours, including on Saturdays, Sundays, or legal holidays, that is reasonably required to meet contractual obligations, shall be performed at no additional cost to the State. The vendor shall obtain approval from the Agency for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

## 10. OBSOLESCENCE

The Vendor must certify that the items offered, are functionally similar items, which will interface with the system, and will remain available for a minimum period of five (5) years.

## 11. ENVIRONMENTAL

Vendors shall explain their public commitment to environmental sustainability. List all third-party certification programs that they have achieved and the level of compliance.

## 12. WARRANTY

The contract must warrant the office furniture products and materials (excluding fabric) offered under this contract:

- a. Systems Furniture – Minimum of 10 years
- b. Seating – Minimum of 10 years
- c. Desk/Tables – Minimum of 10 years
- d. Filing, Storage and Case Goods – Minimum of 10 years
- e. Specialty Furniture – Minimum of 10 years
- f. Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- g. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

## 13. REQUEST FOR QUOTE

When responding to an agency request for quote, the successful Vendor(s) must provide a written proposal on company letterhead or proposal form, which shall include **at a minimum**, the following:

- a. Product Identity - Name of Manufacturer.
- b. Quotes shall include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the manufacturer’s recommendation. If applicable, manufacturer’s standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in the quote.
- c. The quantity and extended list price for each component shall be totaled and the appropriate discount applied to the grand total within a specific product line and contract. Quotes not clearly showing list price and discounted price will be rejected.

- d. A schedule shall be provided that defines the manufacturing cycle, delivery and/ or installation milestones and project completion. Services identified as billable on an hourly basis shall be itemized in the quote and shall include an estimated number of hours for each task. Any revisions to the estimated hours for a project must receive prior approval from the requesting agency.
- e. Floor layout(s) of the product installation.

Vendors need to have open communications with the requesting agency regarding their budget for the project. If the requesting agency's request cannot be obtained due to their budget, the vendor needs to determine what the requesting agency's minimum needs are so the vendor can propose alternatives that will meet their need while staying within their budget.

Quote requests shall be acknowledged within forty-eight (48) hours of receipt. For simple quotes that do not require a site visit (e.g., a single chair) the vendor shall acknowledge receipt of the request and advise the requestor when the quote can be expected and identify the individual responsible for preparing the quote if it is different from the designated contact. For quotes requiring a site visit to take measurements and assess the requestor's needs, the vendor shall acknowledge receipt of the request and notify the requestor when the Vendor representative will contact them to schedule an appointment. All site visit appointments must be scheduled within seven (7) days of acknowledgement.

Quotes shall include links to product specification sheets for Agency review. At a minimum, specification sheets must include product size and dimensions, weight limitations, materials and other relevant features.

The vendor shall submit a sample of a completed quote, which must comply with all the RFP requirements. Quotes shall not include any additional terms and conditions, and must reference only the contract number for applicable terms and conditions. The vendor will also submit a sample of a completed invoice. To ensure compliance with solicitation requirements, Appendix B2 contains a list of products to be used for the purposes of the quote and invoice submissions.

## 16. ADDITIONAL SERVICES

- a. DESIGN SERVICE: Design Services include but are not limited to; space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, assistance with furniture selection, interior room design (office, resident bedroom, hospital setting, etc.), and computerized installation drawings.

The discount offering identified by responding vendors is to have all secondary costs accounted for. These secondary costs, include but are not limited to: designer services for new furniture projects, delivery, and storage. The vendor shall work with the requesting state agency to determine furniture selection:

- 1) Fabric, paint, and finishes shall be available electronically and incorporated in CAD drawings to aid in the selection process. The accuracy of all facility dimensions, obstructions, and attributes shall be the responsibility of the Vendor.
- 2) The Vendor shall be responsible for overages, shortages or all other ordering errors resulting from orders based on the design work completed by the Vendor. Approval of design work by the Ordering Agency does not constitute responsibility for the Vendor's design or ordering process.
- 3) If the Vendor is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it shall be the Vendor's responsibility (financially and logistically) to resolve the matter to the Ordering Agency's satisfaction.

- 4) The Vendor is responsible for notifying the Ordering Agency immediately of any deviations or inconsistencies with product capabilities including unusual assembly requirements.
- 5) The Vendor is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assemble time, the Vendor is responsible for the quick shipment of the missing parts.

#### **17. MANUFACTURER'S CATALOGS AND PRICE LISTS**

The successful Vendor(s) shall furnish, upon request, copies of manufacturer catalogs and published price lists submitted with their proposal to any State Agency requesting such information at no cost to the State. Manufacturer catalogs and published price lists will be submitted as part of the proposal. No paper catalogs, CD or DVD are to be submitted with proposal response.

Vendors are to briefly explain the types of furniture each Manufacturer included in their bid is capable of providing.

**APPENDIX A-1  
OFFICE FURNITURE  
SCOPE OF WORK**

**A. OVERVIEW**

For this category, Dealers will be asked to provide discounts off List Price for **at least** ten (10) manufacturer brands that they have the ability to procure from to meet the State's potential furniture needs. State reserves the right to contact awarded dealers in order to add additional Manufacturers to the contract during the contract term. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract.**

For this category, Manufacturers will be asked to identify if orders will be placed directly with the Manufacturer or through Manufacturer approved dealers. If Manufacturer will be working with dealers for this category, they are to identify the dealers in the proposal response through completion of the Subcontractor form. If awarded manufacturer will be asked to complete an Authorized Dealer form for each identified dealer. **Catalogs Lists submitted with proposal response will be firm for the initial term of the contract.**

**B. GENERAL REQUIREMENTS**

**1. DEALER AUTHORIZATION**

- a. Responding Dealers are required to submit a manufacturer's authorization letter from each Manufacturer that is signed and dated stating they are an Authorized Dealer for their product line(s).
- b. Responding Manufacturers are required to identify if orders will be placed directly with the Manufacturer or through an authorized dealer. A completed Dealer form for each approved dealer must be included in the proposal response.

**2. PRODUCT AVAILABILITY**

Suppliers must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users and Contract Officer by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

**3. SUBSTITUTIONS**

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 in a quote request will be considered, provided the supplier(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is comparable to that specified. However, substitution on any product or quantities on any order will not be accepted by Contract Users, without prior authorized in writing by a designated buyer.

**4. QUALITY ASSURANCE GUARANTEES**

The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the supplier(s). The Supplier(s) is to agree to repair and/or immediately replace without charge to

Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

## 5. PRODUCT LINE DEFINITIONS AND MINIMUM REQUIREMENTS

### a. OFFICE DESK AND TABLES

- 1) **DEFINITION:** A desk/table is freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. This category includes; but not limited to, free standing desks, modular desks, conference room tables, small office tables, and side tables.
- 2) **MANDATORY MINIMUM REQUIREMENTS**
  - All products offered must meet the current **ANSI/BIFMA Desks/Table Products – Tests**.
  - All products offered shall be standard catalog items for which printed literature, specifications, and certified test results are available.
  - All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
  - Vendor must provide standard trim for all exposed ends, junctions, corners or changes in height.

### b. OFFICE FILING, STORAGE, AND CASE-GOODS

- 1) **DEFINITION:** The filing, storage and case-goods category includes, but not limited to: bookcases, cabinets, free standing and mobile pedestals, and wall mounted shelving.
- 2) **MANDATORY MINIMUM REQUIREMENTS**
  - All products offered must meet the current **ANSI/BIFMA Storage Units – Tests**.
  - All products offered shall be standard catalog items for which printed literature, specifications, and certified test results are available.
  - All products offered shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
  - All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

### c. OFFICE FURNITURE ACCESSORIES

#### 1) DEFINITION

Furniture accessories include keyboard trays, under bin task lighting, seat cushions, footrest, crowd control barriers, literature displays, white boards, av carts, presentation stations, utility carts, and chair mats. This contract *excludes* desktop organization products and desk and/or floor lamps. Keyboard trays, task lighting, tack boards, etc. included in a new system order are considered part of the "system".

### d. OFFICE SEATING

- 1) **DEFINITION:** Seating includes executive, task/work, guest/side, reception/lounge, conference room, stackable/foldable, and stools.
- 2) **MANDATORY MINIMUM REQUIREMENTS**
  - All products offered must meet the current **ANSI/BIFMA General Purpose Office Chairs – Test**.
  - All products offered shall be standard catalog items for which printed literature, specifications, and certified test results are available.

- All products offered shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- Polyurethane foams shall have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

**APPENDIX A-2  
SYSTEMS FURNITURE  
SCOPE OF WORK**

**A. OVERVIEW**

For this category, Dealers will be asked to provide discounts off List Price for **at least** three (3) manufacturer brands that they have the ability to procure from to meet the State's potential furniture needs. State reserves the right to contact awarded dealers in order to add additional Manufacturers to the contract during the contract term. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract.**

For this category, Manufacturers will be asked to identify if orders will be placed directly with the Manufacturer or through Manufacturer approved dealers. If Manufacturer will be working with dealers for this category, they are to identify the dealers in the proposal response through completion of the Subcontractor form. If awarded manufacturer will be asked to complete an Authorized Dealer form for each identified dealer. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract.**

The vendor must submit with the bid, drawings and specifications that show a specific response to the prototypical contained in the RFP, to include plan view and elevations or isometrics. The specifications must include catalog number, quantity; finish grade, dimensions, description and unit list price. The vendor must also provide a product listing that includes all the panels, components, accessories, electrical components and hardware to guarantee a complete and total installation. The prototypical system standards will be used as a basis for evaluating the adaptability of each contract line of systems furniture to fulfill the requirements for this installation, and to assist in a cost comparison between various vendors. Prototypical drawings can be found in Appendix A. Vendors should make additional copies of the Prototypical, as required.

**B. GENERAL REQUIREMENTS**

**1. DEALER AUTHORIZATION**

- a. Responding Dealers are required to submit paperwork from each Manufacturer that is signed and dated stating they are an Authorized Dealer for their product line(s).
- b. Responding Manufacturers are required to identify if orders will be placed directly with the Manufacturer or through an authorized dealer. A completed dealer form for each approved dealer must be included in the proposal response.

**2. PRODUCT AVAILABILITY**

Suppliers must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users and Contract Officer by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

**3. SUBSTITUTIONS**

Substitution on any product or quantities on any order will not be accepted by Contract Users, without prior authorized in writing by a designated buyer.

#### 4. QUALITY ASSURANCE GUARANTEES

The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the supplier(s). The Supplier(s) is to agree to repair and/or immediately replace without charge to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

All furniture, panels and components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.

#### 5. INSTALLATION

Vendor is to identify in Appendix B1 an hourly rate for installation of new systems.

#### 6. PRODUCT LINE DEFINITIONS AND MINIMUM REQUIREMENTS

##### a. SYSTEMS FURNITURE

- 1) **DEFINITION:** Cubicle panel work space designs. Cubicle panel work space design includes, but not limited to, panels, work surfaces, storage, keyboard trays, tack boards, and task lighting.

All panels and components shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all imperfections, defects and hazards which might affect appearance, normal life, serviceability, or user safety. All panels must stand erect and rest firmly on their bases to assure safety, good appearance, and provide a stationary work station. All panels shall be plumb, level, and tight where the panels join together. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without the penetration of the flooring and without the use of floor fasteners and must allow for reconfiguration without any floor patching.

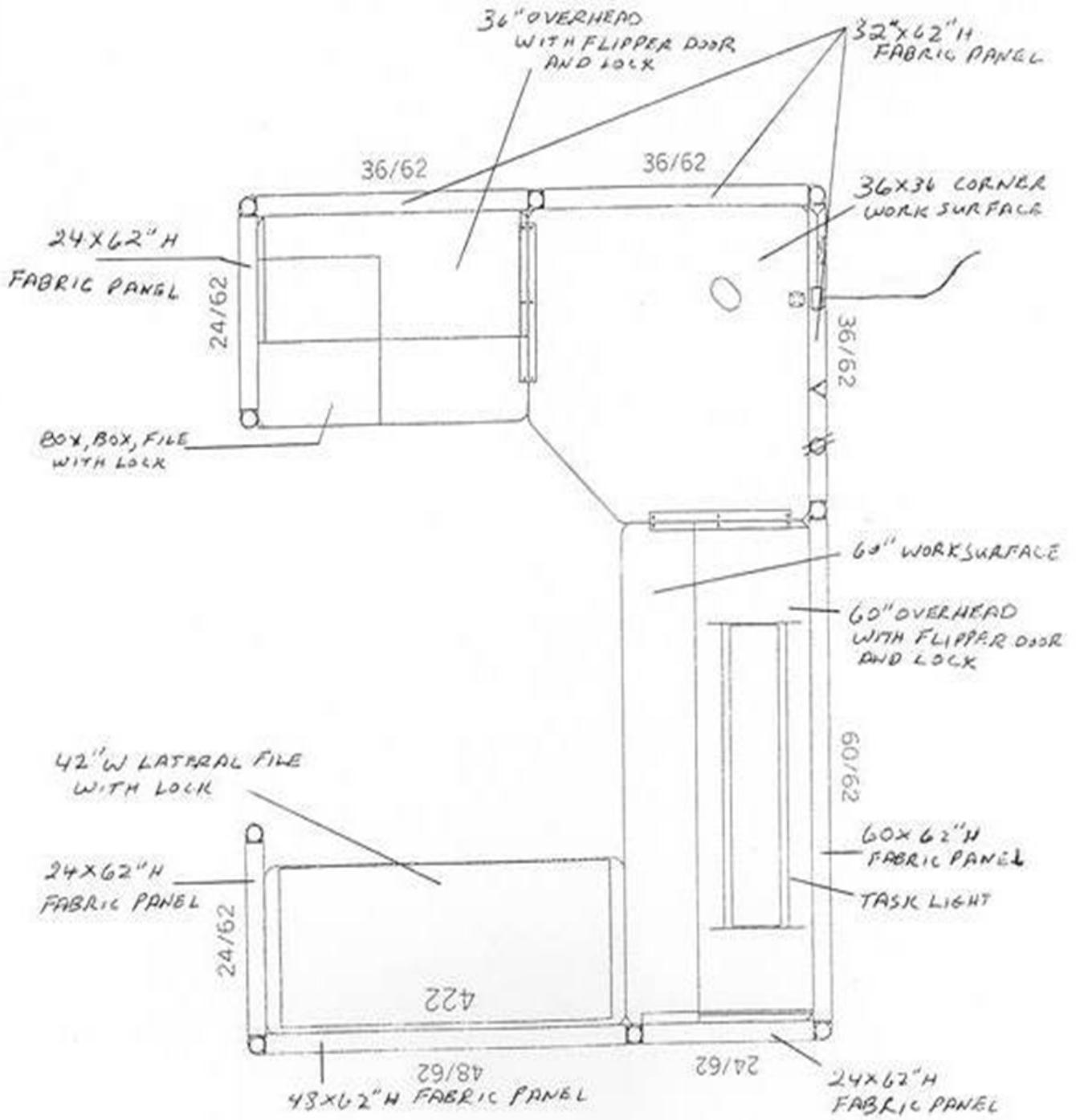
- 2) **MANDATORY MINIMUM REQUIREMENTS**

- All products offered shall be standard catalog items for which printed literature, specifications, and certified test results are available.
- All panel system products offered shall meet or exceed applicable test and performance standards prescribed in **ANSI/BIFMA Panel Systems – Test**.
- Workstations shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- Workstations shall be designed in a manner that components may be completely removed from one side without disturbing the other workstation.
- Component mounting hardware shall be concealed from view or flush, and feature safety locking devices or be manufactured in a manner to prevent accidental dislodging. Exposed fasteners are not permitted.

## 7. ADDITIONAL SERVICES

- a. RECONFIGURATION: Vendor shall include in the price proposal, an hourly rate for disassembly, moving, and reconfiguration services in connection with systems furniture installations that are not part of the initial purchase and installation. This rate will serve as the basis for the actual cost estimate to be submitted when a specific requirement is requested by a using agency.

**SYSTEMS FURNITURE  
PROTOTYPICAL**





**APPENDIX A-3  
SPECIALTY FURNITURE  
SCOPE OF WORK**

**A. OVERVIEW**

For this category, Dealers will be asked to provide discounts off List Price for **at least** three (3) manufacturer brands that they have the ability to procure from to meet the State's potential furniture needs. State reserves the right to contact awarded dealers in order to add additional Manufacturers to the contract during the contract term. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract.**

For this category, Manufacturers will be asked to identify if orders will be placed directly with the Manufacturer or through Manufacturer approved dealers. If Manufacturer will be working with dealers for this category, they are to identify the dealers in the proposal response through completion of the Subcontractor form. If awarded manufacturer will be asked to complete an Authorized Dealer form for each identified dealer. **Catalogs and Price Lists submitted with proposal response will be firm for the initial term of the contract.**

**B. GENERAL REQUIREMENTS**

**1. DEALER AUTHORIZATION**

- a. Responding Dealers are required to submit paperwork from each Manufacturer that is signed and dated stating they are an Authorized Dealer for their product line(s).
- b. Responding Manufacturers are required to identify if orders will be placed directly with the Manufacturer or through an authorized dealer. A completed Dealer form for each approved dealer must be included in the proposal response.

**2. PRODUCT AVAILABILITY**

Suppliers must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users and Contract Officer by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

**3. SUBSTITUTIONS**

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 in a quote request will be considered, provided the supplier(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is comparable to that specified. However, substitution on any product or quantities on any order will not be accepted by Contract Users, unless authorized in writing by a designated buyer.

**4. QUALITY ASSURANCE GUARANTEES**

The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the supplier(s). The Supplier(s) is to agree to repair and/or immediately replace without charge to

Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

## 5. PRODUCT LINE DEFINITIONS AND MINIMUM REQUIREMENTS

### a. SPECIALTY FURNITURE

1) **DEFINITION:** The specialty furniture category includes, but not limited to:

- Dormitory,
- Education (K-12 and Higher Ed),
- Healthcare (long term care facilities, residential treatment, clinics),
- Food Service (dining rooms, break rooms),
- Auditorium,
- Detention (youth and adult),
- Human Services (group homes, shelters, assisted living, transitional housing),
- Fire Stations,
- Industrial Storage (high density, fire protection, facility supply),
- Display (cases, cabinets),
- Scientific labs.
- Camps (cabins to include hospitality related – see below),
- Hospitality (king/ queen/ full/ twin beds, chair & sofa combinations, dining tables)
- Desktop risers/ “Sit – to – stand desks”/ individual height adjustable work surfaces
- Matting to include carpet protectors/ chair runners, anti-fatigue mats

2) **MANDATORY MINIMUM REQUIREMENTS**

- All products offered must meet or exceed current applicable ANSI/BIFMA standards.
- All products offered shall be standard catalog items for which printed literature, specifications, and certified test results are available.
- All products offered shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- All product shipped must have an identification tag/sticker which must include the following information: manufacturer’s name, model number, and year built.

3) **ADDITIONAL INFORMATION**

Vendors are asked to identify what types of furniture is available for each Manufacturer included in the discount offering for these categories (Medical, Dorm, Residential/ Hospitality, Prison, Cafeteria, etc.).

### **Intent to Load Contract Award in State eMarketplace Solution**

Upon award, this contract will be loaded into the State's eMarketplace solution as a request for quote contract.

As a **request for quote** contract, awarded vendor(s) will be required to identify a point of contact for implementation. Once enablement ticket has been submitted by Government Support Services, vendor(s) will automatically receive an invitation to join the Delaware marketplace. This invitation must be accepted within 14 days.

The failure and/or inability to comply with the eMarketplace requirement(s) may subject the awarded vendor to corrective action, up to and possibly including termination of the contract.

## **APPENDIX B1 – PRICING – DISCOUNT OFFERINGS**

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

## **APPENDIX B2 – PRICING – MARKET BASKET**

Appendix B is a separate file found on [mymarketplace.delaware.gov](https://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. Appendix B 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](https://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](https://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 E – DEPARTMENT OF EDUCATION SCHOOL NUTRITION PROGRAM FORMS**

Appendix E is a separate file found on [mymarketplace.delaware.gov](https://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. Appendix E must be submitted through the [online bid submission portal](#) using the provided format. Appendix E must be completed in order to conduct work with any Department of Education district or division.

## **APPENDIX F – DEPARTMENT OF CORRECTIONS DOCUMENT PACKAGE**

Appendix F is a separate file found on [mymarketplace.delaware.gov](https://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. Appendix F must be submitted through the [online bid submission portal](#) using the provided format. Appendix F must be completed in order to conduct work within any Department of Corrections facility.

## **APPENDIX G – PREVAILING WAGE RATES**

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