



DELAWARE STATE HOUSING AUTHORITY
REQUEST FOR PROPOSALS
SNOW & ICE REMOVAL SERVICES

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**Delaware State Housing Authority (DSHA)
Request for Proposals (RFP) Snow & Ice Removal Services**

SECTION I

DSHA seeks to enter into a contract(s) with a contractor(s) who can provide snow and ice removal services as described herein. It is the goal of this RFP to identify qualified snow and ice removal contractor(s) and execute a contract(s) to implement these services.

A contract(s) will be awarded for a three (3) year period starting December 1, 2015 through November 30, 2018. The contract(s) may be renewed for two (2) additional one-year periods under the same terms and conditions, unless mutually agreed.

Proposals are especially invited from minority business enterprises (MBE), women business enterprises (WBE), veteran owned business enterprises (VOBE), service disabled owned veteran business enterprises (SDOVBE), disadvantaged business enterprises (DBE) and small business enterprises (SBE).

The specifications contained in this RFP shall be considered as clear and complete unless written attention is called to any apparent discrepancy or omission thereof before opening of proposals.

The proposer shall be responsible for all costs of preparing responses to this RFP and to submit the proposal in accordance with the proposal instructions. There is no expressed or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The proposal quotation forms shall be executed completely in order for the proposal to be considered.

Proposals are due Thursday, November 19, 2015, at 2:00 p.m. local time and shall be valid for a period of ninety (90) days.

Proposals shall be submitted in duplicate in a sealed envelope that is clearly labeled: **Proposal(s) for DSHA Snow & Ice Removal Services**, and submitted to the Delaware State Housing Authority, 18 The Green, Dover, DE 19901, Attn: Michael T. Miles. Proposals shall be opened publicly at 2:00 p.m. local time on Thursday, November 19, 2015 at this location. Only the name of the proposer shall be read publicly at this time, as the proposals will be evaluated privately. **Proposals will not be accepted after 2:00 p.m. local time on the due date.**

The Authority reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. The submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

SECTION II

Applicability of Davis-Bacon Act Prevailing Wage Rates: The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the United States Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/ or repair, including painting and decorating, of public buildings or public works. Payroll verification forms must be submitted upon request.

NOTE: For the purposes of this proposal residential, building or highway rates may apply based on the type of service provided or the location at which the services are provided. Current rates can be sourced at <http://www.wdol.gov/>

Applicability of Federal Maintenance Wage Rates: All maintenance projects or contracts at DSHA public housing sites which are greater than \$2,000, but not exceeding \$100,000, are subject to prevailing wage rates as determined or adopted by U.S. Department of Housing and Urban Development (HUD). All maintenance laborers and mechanics employed under contracts within this threshold must be paid no less than the determined prevailing wage. Payroll verification forms must be submitted upon request.

NOTE: Federal maintenance wage rate decisions are determined by the U.S. Department of Housing and Urban Development's Office of Labor Relations. The decisions represent the hourly wage rate to be paid to specific work classifications employed in maintenance operations. These rates are subject to change as determined by the U.S. Department of Housing and Urban Development (HUD), and are available via DSHA upon request.

Applicability of HUD Section 3 Requirements:

The Contract(s) shall be subject to the requirements of Section 3 of the Housing Development Act of 1968, (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 25 CFR, Part 135, and any applicable rules and orders HUD issued thereunder prior to the execution of this contract.

Debarred, Suspended or Ineligible Entities

The proposer certifies by submission of a proposal that it is not a debarred, suspended, or an ineligible contractor by any Agency of the Federal or a State government. (No proposal received from a debarred, suspended, or ineligible contractor will qualify for award).

SECTION III

Delaware State Housing Authority reserves the right to reject any and all proposals, to accept or reject any part of any proposal, or to waive informalities and minor irregularities in the proposals. Proposals which contain erasures, alterations, conditional bids, omissions, or irregularities may be rejected.

The Authority reserves the right to award a contract based solely on the proposals received, or to negotiate further with one or more proposers. The proposer selected may be chosen based on the greatest benefit to the Authority, not necessarily on the basis of lowest price.

The authority may request additional information or clarification from proposers during the evaluation process. The prices quoted in the proposal must be firm and not subject to change by the proposer for ninety (90) days from the date of proposal opening.

The price shall represent the total cost to DSHA including direct, indirect, and out-of-pocket costs. The prices quoted in the proposal shall remain firm for the term of the contract. The contractor agrees, if successful, to execute a contract within ten (10) days after Notice of Award. No contract may be assigned, either in whole or in part, without prior approval of DSHA.

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

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

Proposers who elect to utilize sub-contractors for the purposes of providing any services described herein must include those entities in the proposal reply section. A contractor may not assign any interest in a DSHA Contract, and shall not transfer any assignment in the same (whether by assignment or novation), without the prior written consent of DSHA.

SECTION IV

DSHA intends to award a contract(s) to the lowest responsible and responsive proposer(s) who best meet the terms and conditions of the Request for Proposal requirements, and who serves to provide the greatest benefit by serving the needs of DSHA. Award will be made on the basis of a contractor evaluation using a 100-point scoring system based on the following criteria:

1. Experience - Demonstrated ability to perform services requested - 25 points
2. Capacity - Equipment and staffing to perform services requested - 25 points
3. Rates – Proposed costs to provide services contained herein - 25 points
4. References - Feedback from written and verbal references - 15 points
5. Location - Geographical proximity to proposed work sites - 10 points

Proposals will be evaluated by a team of DSHA employees based upon the foregoing criteria. DSHA reserves the right to reject any and all proposals in whole or in part; to make partial awards, whichever may be most advantageous to DSHA; at DSHA's sole discretion.

SECTION V

Mandatory Licensing and Insurance Requirements:

Prior to receiving an award, the successful proposer shall furnish the Delaware State Housing Authority with proof of the following:

1. State of Delaware Business License.
2. Certificate of Insurance.

As part of the agreement requirements, the contractor must obtain at its own cost and expense, and keep in force and effect during the term of this agreement, including extensions, the minimum insurance coverage and limits as specified below with a carrier satisfactory to DSHA.

Worker's Compensation Insurance - under the laws of the State of Delaware and Employer's Liability Insurance with limits of no less than \$500,000 each accident, covering all Contractor's employees engaged in any work hereunder.

Comprehensive General Liability Insurance – Up to one million dollars (\$1,000,000) per occurrence, unless a lesser limit is agreed upon in advance with DSHA. This coverage shall include:

Bodily Injury Liability – All sums which the company shall become legally obligated to pay as damages because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

- Property Damage Liability – All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property caused by an occurrence.
- Contractual Liability – Covers premises and operations, independent contractors and product liability.
- Automotive Liability Insurance – Covers all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.

Forty-Five (45) days written notice of cancellation or material change of any policies is required.

Before any work is done hereunder, a Certificate of Insurance referencing DSHA as additional insured and the contract number assigned shall be filed with DSHA. The certificate holder is as follows: Delaware State Housing Authority, 18 The Green, Dover, DE 19901, Attn: Administration.

Registration and Licensing

When applicable, local licensing requirements shall also be met prior to commencement of work within local jurisdictions that require separate licensing.

Mandatory Proposal Submission Requirements

1. The proposer will be responsible for filling out each form included in the proposal reply section. Signature entries enclosed in this section **MUST** be executed by a representative who has the legal capacity to commit the organization to a formal agreement with DSHA.
2. In order to have your proposal considered, please supply three (3) letters of reference consisting of current or previous customers for whom your firm has provided snow and ice removal services. Letters of reference are to include the name, address, telephone number, email address and primary contact name, as well as, a description of services provided.
3. The proposer will be required to provide proof of all mandatory licensing and insurance requirements at proposal submission.

SECTION VI

Scope of Work

The proposing contractor(s) will be responsible for providing snow & ice removal services for DSHA's housing sites and operational facilities. The proposed work shall include the supply of all labor, equipment and materials necessary to provide snow & ice removal services. Contractors are to perform all necessary actions to ensure that assigned vehicle access ways, parking lots, fire lanes and trash container approaches at DSHA's public housing sites are kept safe and operable to vehicles and pedestrians at all times.

1. Contractor personnel and equipment are to respond automatically for all snow and ice events to clear snow and ice from specified surface areas prior to the designated opening times for DSHA-owned housing sites and operational facilities.
2. Contractor personnel shall automatically respond and apply anti-icing agents, or ice melt and sand throughout the parking areas during inclement weather events after frozen precipitation has fallen to support the prevention of ice forming, or to break up accumulated ice on surfaces.

Contractor personnel shall take preemptive anti-icing measures during periods of frigid temperatures when liquid precipitation has been forecasted, to prevent ice from forming. Contractor personnel will, if snow has already fallen, apply de-icing materials to loosen snow and ice pack for mechanical removal.

Contractor personnel will remain on call and respond upon request for any snow or ice events which may occur after the initial clearing of the snow or ice.

Contractor personnel will remain on call and respond upon request for sundry services to include the application of anti-icing or de-icing materials, or the clearing of snow and ice from sidewalks, steps, access ramps and landings, as required, to ensure safe pedestrian traffic.

NOTE: Exceptions will be made for the declaration of a State of Emergency only.

NOTE: For the purposes of this solicitation, Holly Square in Middletown, Delaware, and DSHA's operations buildings on The Green and at 118 Bank Lane in Dover, Delaware are full service facilities which require maintenance of the sidewalks, walkways, ramps, steps and landings.

SECTION VII

Contract Service Responsibilities

A. Before Snow Season:

The Contractor will be responsible for providing no less than three (3) contact telephone numbers so that the Contractor or their agents can be reached by DSHA staff should there be a need for any sundry or follow-up services.

The Contractor is encouraged and is expected to visit any site locations they propose to service in order to site verify the lay of the complex, identify areas of concern, and plan for overflow snow storage. A DSHA site representative will be available upon request.

If requested, the Contractor will be responsible for completing a walk through with a DSHA site representative, prior to, or at the end of the snow season to address any potential issues related to snow removal activities. There will be no fees charged to DSHA for providing these inspections.

NOTE: It is at the Contractor's discretion and expense to install marker stakes to identify driveway edges; curbs; grass areas; plant materials; storm water catch basins; above ground utility equipment or any potential hazards that may not be identifiable during a snow event.

B. During Snow Season:

The Contractor, under normal circumstances, is responsible for arriving at each designated facility at least one hour prior to the opening of the designated facility, in order to begin snow and ice removal operations at each location. This will allow for safe egress to parking areas and the facilities.

The Contractor will be responsible for notifying a designated DSHA site representative of any possible occurrence which may prevent the Contractor from arriving to provide the contracted services described herein, or from completing services prior to leaving the site.

The Contractor will be responsible for immediately notifying a designated DSHA site representative of any accident or incident in which a vehicle, pedestrian, or other property was damaged, and when applicable will be responsible for notifying a DSHA representative when snow and ice removal operations have been completed.

C. During Removal Operations:

The Contractor will ensure that parking spaces are cleared to the curb, and that snow and ice is plowed in such a manner that sidewalks will be accessible to pedestrians.

The Contractor will ensure that vacant parking spaces are not used for snow storage.

The Contractor will ensure that plowing will be completed in a manner to ensure that the incidences of vehicles being blocked in by snow will not be a concern.

The Contractor will ensure that anti-icing or de-icing materials being spread throughout the facilities are not thrown in a manner that might cause damage to any vehicles, property or landscaping, or to cause injury to pedestrians.

The Contractor will ensure that any storage of snow from a heavy snow event should be staged in an effort to reduce freezing run off on parking lots and sidewalks. Consideration should be given to locating snow in vacant areas of the property, or removing snow from the property for off-site melting.

Should parking lots be occupied by vehicles during a snowstorm, the Contractor will be responsible for ensuring that the parking lot throughways and driveways be cleared to allow for the egress of vehicles.

D. Sidewalks, Steps, Ramps and Landings: (Where applicable and as requested)

The Contractor will ensure that any anti-icing and de-icing materials used on these surfaces are appropriate for their intended use and will not damage the surface materials.

The Contractor will ensure that track mats at building entrances are removed, cleared of snow and ice, and replaced back into position.

The Contractor will ensure that all exterior doors will be cleared of snow and ice regardless if a sidewalk or walkway leads to them or not.

E. Damages:

The Contractor will be liable for any and all damages including, but not limited to, signage, curbs, sidewalks, sod, shrubbery, trees, and structures, of which the Contractor causes in the performance of this contract. DSHA will cause repairs to be made and then recover those costs from the Contractor.

SECTION VIII

Safety Measures & Equipment

A. Safety Measures:

The Contractor shall take all necessary safeguards and precautions to allow for the protection of the workers, general public, staff, guests, and residents of DSHA's facilities.

The Contractor will be responsible to meet all safety requirements and to follow procedures applicable to operational oversight regarding the use of snow and ice removal equipment.

The Contractor is expected to meet or exceed all OSHA requirements and State and local laws during the service of this contract.

Using or being under the influence of alcohol or drugs is prohibited while working on DSHA grounds. Smoking is only permitted in "designated areas" on DSHA grounds.

B. Equipment:

All equipment and personnel operating equipment under the terms of this contract shall be in full conformance with Federal, State of Delaware, and local laws and regulations; and shall fully comply with applicable motor vehicle regulations of the State of Delaware.

Snowplow operations shall be completed using plow trucks or tractors with plows. Use of heavier equipment for snow removal purposes shall only occur when the extreme depth or consistency of the snowfall warrants this type of equipment.

All equipment shall have sufficient lighting to provide a high degree of illumination, and shall be equipped with highly visible emergency lighting including, but not limited to a rotating or flashing beacon.

The Contractor shall have at its disposal, snow removal equipment in sufficient numbers to maintain all contracted sites in a safe and timely manner, to coincide with the opening hours at each facility.

The Contractor shall have a sufficient number of acceptable material spreaders capable of evenly distributing anti-icing or de-icing materials (such as calcium chloride; brine; road salt; and / or treated sand), and shall adjust application rates to meet existing surface conditions, so as not to use amounts in excess of what is required. The use of environmentally-friendly materials is encouraged. The Contractor will be responsible for costs associated with the cleanup of excessive materials (i.e., sand/ ice melt).

SECTION IX

PROPOSAL REPLY SECTION – SNOW & ICE REMOVAL SERVICES

- Please fill out the attached forms fully and completely.
- Proposals are due Thursday, November 19, 2015 at 2:00 p.m. local time and shall be valid for a period of ninety (90) days.
- Proposals shall be submitted in duplicate in a sealed envelope that is clearly labeled **Proposal(s) for DSHA Snow & Ice Removal Services.**
- Submit proposal to the **Delaware State Housing Authority, 18 The Green, Dover, DE 19901 - Attn: Michael T. Miles**
- Proposals will be opened publicly at 2:00 p.m. local time on Thursday, November 19, 2015 at this location. Only the name of the proposer shall be read publicly at this time, as the proposals will be evaluated privately.

1. CONTRACTOR INFORMATION FORMS - 3 Pages
2. PROPOSAL SITE LOCATION FORMS - 1 Page
3. PROPOSED SERVICE PROGRAM FORM – 1 Page
4. PROPOSED RATE QUOTATION FORM – 1 Page
5. PROPOSER WARRANTIES & NON - COLLUSION STATEMENT FORM - 1 Page

DELAWARE STATE HOUSING AUTHORITY
CONTRACTOR INFORMATION FORM

Please furnish the information requested below:

Business Name: _____

Owner(s): _____

Authorized Agent(s): _____

Business Phone: _____

Business E-mail Address: _____

Business Address: _____

How many years has this company been in business? _____

Has this company always been in business under the same name? Yes _____ No _____

If the company's business name has changed, what was/ were the previous name(s)?

1. _____

2. _____

How many years has this company provided snow and ice removal services? _____

How many total employees does this company currently have on staff? _____

Can this company provide adequate staffing, and be prepared to be available 24/7 including weekends and holidays to provide services during any snow or ice event. If yes, please provide examples of past or present occurrences that demonstrate the firm's capacity to meet this need.

REFERENCES:

Work in Progress:

List the name(s), phone number and an estimated dollar value for two most recent jobs completed or that are currently in progress as related to snow and ice removal services.

Name	Phone Number	Value

Past Work:

List the name(s), phone number and estimated dollar value and completion date of at least two contracts that were completed at least a year ago:

Name	Phone Number	Value	Completion Date

Sub-Contractors:

List the business name(s), contact person(s), address, and phone number of any sub-contractor that may be utilized to provide any services contained herein:

Business Name	Contact Person	Address	Phone Number

Indicate with a Check (✓) Type of Business (if Applicable)

- Minority Owned Business Enterprise
- Women Owned Business Enterprise
- Veteran Owned Business Enterprise
- Service Disabled Veteran Owned Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise

Suppliers:

List two (2) major suppliers from whom you purchase snow removal equipment and materials. List name and phone number(s) and credit line of each supplier (if Applicable).

	Name	Phone No.	Credit Line
1.	_____		
2.	_____		

List financial institutions, with which you have established credit, include maximum credit line:

	Institution	Maximum Credit Line
1.	_____	
2.	_____	
3.	_____	

Please attach a copy of the following:

1. Current State of Delaware Business License
2. Current liability insurance certificate.
3. Current worker's compensation certificate.

To the best of my ability, I, the undersigned, assure that the information listed above is true and correct. I further authorize the Delaware State Housing Authority to verify the information supplied.

Signature of Owner

Date

Federal E.I. No.

PROPOSAL SITE LOCATION FORMS – Snow & Ice Removal Services

To: Delaware State Housing Authority
18 The Green
Dover, Delaware 19901
Attn: Michael T. Miles

Due Date: Thursday, November 19, 2015 at 2:00 p.m.

Project: Snow & Ice Removal Services for DSHA Housing Sites and Operational Facilities.

The undersigned proposes to provide all labor, equipment and materials required to provide snow and ice removal services for the DSHA facilities listed below. Contractors are invited to submit their proposal to service as many or as few of DSHA's facilities listed below.

Indicate with a mark, the housing sites or operational facilities you propose to service:

- Burton Village, 37511 Burton Village Avenue, Rehoboth, Delaware 19971
- Clarks Corner, 52 Clarks Corner, Harrington, Delaware 19952
- Hickory Tree, 38083 Community Lane, Selbyville, Delaware 19975
- Holly Square, 400 North Broad Street, Middletown, Delaware 19709
- Huling Cove & Annex, 1140 Savannah Road, Lewes, Delaware 19958
- Lavery Lane, # 1 Lavery Lane, Bridgeville, Delaware 19933
- Liberty Court, 1289 Walker Road, Dover, Delaware 19904
- McLane Gardens & Annex, 320 McLane Gardens, Smyrna, Delaware 19977
- Mifflin Meadows, 100 Mifflin Meadows Lane, Dover, Delaware 19901
- Peach Circle, 327 Paul Drive, Smyrna, Delaware 19977
- 16, 18, 20, 22, 24, & 26 The Green and 118 Bank Lane, Dover, Delaware 19901

NOTE: For the purposes of this solicitation, Holly Square in Middletown and DSHA's operations buildings on The Green, and at 118 Bank Lane in Dover, Delaware are considered full service facilities which require the maintenance of sidewalks, walkways, ramps, steps and landings.

PROPOSED RATE QUOTATION FORM

Company Name: _____

The undersigned proposes to provide all equipment, labor, and materials necessary for snow and ice removal services at the following proposed costs.

<u>Equipment:</u>	<u>Rate per hour</u>
1. Truck and plow with operator	_____
2. Truck and plow with spreader and operator(s)	_____
3. Backhoe with operator	_____
4. Propelled snow blower with operator	_____
5. Portable (leaf type) blower with operator	_____
6. Laborer with shovel/ handheld spreader	_____
7. Other equipment with operator (please specify)	_____
_____	_____
_____	_____

<u>Salt / Sand / Anti-Icing / De-Icing material applied</u>	<u>Rate per quantity</u>
1. Bulk Sand (per ton)	_____
2. Bulk Salt (per ton)	_____
3. Bulk Sand / Salt Mix (per ton)	_____
4. Bagged Ice Melt (per 50 lb. bag)	_____

Signed: _____

Title and Date: _____

DELAWARE STATE HOUSING AUTHORITY

PROPOSER WARRANTIES & NON-COLLUSION STATEMENT

- The proposer certifies that they are regularly engaged in the business of snow and ice removal services.
- The proposer certifies that it will provide all services as set forth in this Request for Proposal, and that it will not delegate or subcontract its responsibilities without prior written consent of the Delaware State Housing Authority.
- The proposer warrants that it is licensed to do business in the State of Delaware.
- The proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- The proposer certifies that it has not in any way colluded with any other proposer in connection with the attached proposal.
- The proposer acknowledges receipt of any/and all addendums that may be applicable to this solicitation.

Signature of Official: _____

Name (Typed / Printed): _____

Title: _____

Firm: _____

Address: _____

E-Mail Address: _____

Date: _____