



**PUBLIC WORKS REQUEST OF PROCUREMENT:
DSU-Lydia P. Laws Hall Renovation
Contract: 2012-PC-002-LH**

TO: ALL BIDDERS

The enclosed packet contains a "REQUEST FOR PROCUREMENT" for the Lydia P. Laws Hall Renovations. The bid package consists of the following documents:

PUBLIC WORKS REQUEST FOR PROCUREMENT – CONTRACT NO. 2012-PC-002-LH

1. Invitation to Bid
 - a. Executive Order 11246
 - b. Non-Collusion Statement and Acceptance
2. Advertisement
3. Bid Form
4. Bid Bond
5. Performance Bond
6. Site Conditions
7. Project Design and/or Technical Specifications

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 2:00 p.m., EST., **April 4, 2011**, to be considered.

TO: Delaware State University
Administration Bldg,
Purchasing, Room 321
1200 N. DuPont Highway
Dover, DE 19901-2277

Attn: Anthony Patterson,
Director of Planning and Construction

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Anthony Patterson at (302) 857-7144.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than five (5) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specifications or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

Project is Prevailing Wage for Building Construction, State of Delaware, Department of Labor, (302) 761-8200.

SECTION 100.00 BID GENERAL INFORMATION:

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

State:	The State of Delaware
Board:	The Delaware State University Board of Trustees
University:	The Delaware State University
Designated Official:	The person authorized to act for the Delaware State University Board of Trustees
Inspector:	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
Bidder:	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
Contractor:	Any individual, firm or corporation with whom a contract is made by the University
Surety:	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
Bid:	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
Advertisement For Bid:	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
Bid Bond:	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
Special Provisions:	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
Contract:	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: <ul style="list-style-type: none"> A. Bid by firm or individual furnishing materials and/or services B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda of the bidding documents C. Approved University purchase order
Performance, Labor & Material Payment Bond:	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS**ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:****SECTION 200.1 Presentation of Bids**

A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.

B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2277, not later than the time state in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

Contract No.: 2011-PC-002-JH

Name of Bidder:

C. Date of Opening: No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

SECTION 200.2 Bid Guaranty

A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them

immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

SECTION 200.3 Bid Withdrawals

A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid, is for any reason, unacceptable to the University.

SECTION 200.4 Bid Openings

A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

SECTION 200.5 Rejections of Bids

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the

same, or different names. (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

SECTION 200.6 Notification of Award and Agreement

A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract

has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

SECTION 200.7 Termination of Contract

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

SECTION 200.8 Performances, Labor & Material Payment Bond

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

SECTION 200.9 Non-Collusion Statement

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

SECTION 200.10 Compliance Certificate

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

SECTION 200.11 FORMS:

EXECUTIVE ORDER 11246 - SECTION 200.9

**GENERAL COMPLIANCE CERTIFICATE AND AGREEMENT OF VENDORS AND
SUBCONTRACTORS**To: **DELAWARE STATE UNIVERSITY** AND ITS SUBSIDIARY CORPORATIONS

EXECUTIVE ORDER 11246

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding \$10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

A. **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, 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 officer, setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the

agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such

provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or

B. CERTIFICATE OF NONSEGREGATED FACILITIES

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be Submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1-7 of Title 41 of the code of Federal regulations.

- ☐ We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

SIGNATURE OF BIDDER

CORPORATE SEAL

BY: _____

ATTEST:

Secretary
City of _____ County of _____

SWORN to and SUBSCRIBED before me this _____
day of _____, 20____.

State of _____

Notary Public

My Commission Expires: _____

SECTION 200.12 FORMS:

NON-COLLUSION STATEMENT - SECTION 200.10

Delaware State University
Office of Purchasing
Dover, DE 19901-2277

Gentlemen:

This is to certify that the undersigned bidder

_____ has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. _____ or any part(s) thereof, submitted to the Delaware State University on the ____ day of _____, 20____.

SIGNATURE OF BIDDER

CORPORATE SEAL

BY: _____

ATTEST:

Secretary

SWORN to and SUBSCRIBED before me this _____ day of _____, 20 ____.

City of _____

County of _____

State of _____

My Commission Expires: _____

Notary Public

SECTION 300.00 GENERAL CONDITIONS**SECTION 300.1 Interpretations of Estimates**

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

SECTION 300.2 Prices Quoted

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

SECTION 300.3 Use of Trade Names

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

SECTION 300.4 Or Equal Bids

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

SECTION 300.5 Merchandise Sample

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

SECTION 300.6 Warranty

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

SECTION 300.7 Delivery

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly, or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

SECTION 300.8 Liquidated Damages

A. Requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will not be excluded from the computations for the assessment of liquidated damages.

SECTION 300.9 Laws to be Observed

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

SECTION 300.10 Contract Documents

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

SECTION 300.11 Obligation of Bidder

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

SECTION 300.12 Billing

A. The successful bidder (s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State University
Accounts Payable
1200 N. DuPont Highway
Dover, DE 19901-2277**

SECTION 300.13 Terms of Payment

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

SECTION 300.14 Funding Out

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

SECTION 400.00 SPECIAL PROVISIONS:

The following “Special Provisions” shall be considered by all Bidders as part of this Contract:

400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 2:00 P.M. local time, April 4, 2012. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 300, of the New Administration and Student Services Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-2277, and will be publicly opened at the time and date indicated above.

400.1 CONTRACT REQUIREMENTS: The contract shall provide labor and materials to complete the renovation of Lydia P. Laws Hall.

400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid from the date of award until completion of work.

400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to Bid (ITB) is Anthony Patterson, Director of Planning & Construction, Delaware State University, (302) 857-7144. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of DSU Purchasing Department.

400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.

400.5 BID BOND REQUIREMENTS: 10% of Bid Value.

400.6 PERFORMANCE BOND REQUIREMENTS: 100% of Contract Value.

400.7 BASIS OF AWARD: This contract shall be awarded to the most responsible bidder who best meets the requirements of the University and the terms and conditions of the bid. The award will be made on the basis of the capability of the vendor, warranty against defects in material and workmanship, quality of proposed agreement, price, and prior service history. Delaware State University reserves the right to reject any or all bids, in whole or in part, to make partial awards, award by type, item for item, or lump sum, whichever may be most advantageous to the University.

400.8 PRE-BID MEETING: A mandatory pre-bid meeting will be held.

400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30; Section 2102.

400.10 CERTIFICATE OF INSURANCE: Copy of insurance **required to be provided prior to issuance of purchase order.**

401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as required by the University in this agreement.

401.1 LIQUIDATED DAMAGES: A sum of \$1,000.00 per calendar day shall be deducted by Delaware State University from monies due vendor; not as a penalty, but as liquidated damages for failure to deliver/complete before July 31, 2012, 10:00 am. Saturdays, Sundays and state legal holidays will **not** be excluded from the computations for the assessment of liquidated damages.

401.2 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contracts prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies**

be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

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

401.4 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

401.5 AMENDMENTS: The University reserves the right to amend this ITB at any time prior to the opening date. Addenda, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail or fax to all prospective offerors who have picked up or were mailed specifications. All amendments issued by the University must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**

401.6 PUBLIC INFORMATION: Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.

401.7 SITE INVESTIGATION: As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.

401.8 CANCELLATION OF CONTRACT: In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

SECTION 500.00 SPECIFICATIONS:

All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:

500.1 COMPLAINT: Unless the offerors bid expressively states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.

500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.

500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.

500.4 Technical Specifications: see attached.

END



BID FORM
DSU Lydia P. Laws Hall Renovation
Contract: 2012-PC-002-LH
Date: April 4, 2012
Time: 2:00 pm

SUBMITTED BY:

TO:

Delaware State University
Administration Bldg,
Purchasing, Room 321
1200 N. DuPont Highway
Dover, DE 19901-2277

Attn: Anthony Patterson,
Director of Planning and Construction

We, Contractor, shall furnish all labor, materials, equipment, tools, facilities, supplies, services and do all things necessary for the above referenced contract, in accordance with quote and as further described herein.

A. PRICES (Note: Project is prevailing wage)

1. Our lump sum price for the foregoing is _____ dollars (\$ _____ .00).
2. At DSU's option, changes or additional work to the contract scope, which are requested, directed or agreed to by DSU, may be handled on the following basis:
 - a. Lump Sum - For which we will provide complete documentation, including, but not limited to, estimate sheets reflecting the cost of labor, material, equipment, taxes, insurance, permits, overhead, and profit to support our proposal.
 - b. Unit Price - The following unit prices for work complete in place include all costs incidental thereto and when multiplied by the actual quantities of work performed, will determine our compensation for unit price work:
 - (1) Plaster wall patching \$ _____ Square foot
 - (2) Plaster ceiling patching \$ _____ Square foot
 - (3) Drywall patching \$ _____ Square foot
 - (4) VCT floor Replacement \$ _____ Square foot
 - (5) Replace Damaged Ceiling Tile \$ _____ Each
 - (6) Replace Damaged Blinds \$ _____ Each
 - (7) _____
 - (8) _____
 - (9) _____
 - (10) _____
 - c. Time-and-Material - For which we will be reimbursed for the following items only:
 - (1) Labor - To be supported by time sheets signed by both our and DSU's site representatives, and billed in accordance with the attached schedule(s) of all-inclusive rates covering:
 - (a) Straight-time or premium-time wages, fringe benefits, subsistence and/or travel allowances, in accordance with applicable labor agreements or Contractor's established policies, for direct and indirect field labor up to and including the level of hourly-paid General Foreman.

- (b) Taxes including, without limitation, Federal and State Unemployment taxes, and FICA taxes.
 - (c) Insurance including, without limitation, Workers' Compensation, Employer's Liability, Commercial General Liability Insurance, and Automotive Insurance.
 - (d) Overhead to cover all other costs not otherwise reimbursed including, but not limited to:
 - small tools (small tools shall be those costing less than \$2,500 new)
 - consumable supplies (including welding rod, gases, fuel, etc.) unless otherwise agreed in writing by DSU.
 - field office expenses, including, without limitation, telephone service, utilities and travel expenses
 - home office management and overhead
 - field administration and supervision above the level of General Foreman
 - (e) Profit.
- (2) Construction Equipment and Large Tools (large tools shall be those costing \$2,500.00 or more new).
- (a) Owned by Contractor: At rates shown on the attached list of rental rates dated _____. Notwithstanding any provisions on said list, the rates include all fuel, lubricants, maintenance, and standby costs. Charges shall be based only on actual hours of operation.
 - (b) Rented from a Third Party: At actual cost including applicable tax plus ____% of such actual costs and supported by invoices. Rental of construction equipment and large tools shall be approved in advance by DSU.
 - (c) Materials at actual costs, including applicable tax plus ____ % of such actual cost for materials purchased by Contractor and supported by invoices. Consumable supplies are not reimbursable under this item.
 - (d) Subcontracts at actual cost, determined in the above manner and supported by invoices plus ____ % of such actual cost. We will submit schedule(s) of labor billing rates, rental rates, and mark-up for materials for each subcontractor within _____ working days following submission of this proposal.
- (3) Retainage will be withheld in the amount of 10% until all final punchlist items are completed.

B. PROPOSED SUBSTITUTION OF MATERIAL AND EQUIPMENT

All material and equipment included in our lump sum price is in accordance with the specifications issued with DSU's Invitation to Bid. We submit below our proposed substitutions which we consider equal to those specified and include (1) sufficient descriptions to allow comparison, and (2) the

effect the substitutions would have on our lump sum price and schedule if our proposed substitutions are accepted by DSU.

Specified Material	Proposed Equal Material	Effect on our Proposal
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. WORK SCHEDULE

1. We understand that DSU's schedule is defined below. By submitting a Bid, we agree to meet this schedule unless otherwise noted. Our proposed detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule.
 - Contractor will begin work via Notice to Proceed or Official Purchase Order by May 4, 2012.
 - Contractor shall complete all construction work on or before July 31, 2012.

Our proposed (**attached**) detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule. The project schedule is a very important part of a complete bid and not submitting a viable schedule will be a justifiable reason to reject the bid.

We can begin work _____ calendar days after notification of award and will require _____ calendar days thereafter to complete the work. Work on the project will begin _____ calendar days after Letter of Intent.

2. Work Hours
Work during "regular hours" at this site is being performed on a single shift, eight hours per day, 7:30 AM to 4:30 PM, and five days per week, Monday through Friday. To meet the schedule established on the basis of Item 1 above, our proposed work hours will be ____ hours per day, ____ AM to ____ PM, and ____ days per week, _____ through _____ the cost of which is reflected in our lump sum price. Our lump sum price also includes any mandatory off-hours work required per special conditions.

D. SITE SUPERVISOR

We propose to use _____ as our site supervisor. A resume of his/her qualifications is **attached**.

We understand that DSU reserves the right to interview him/her prior to contract award/prior to start of work and to reject him/her if not considered acceptable. If rejected, we will propose alternate personnel for the position who will be subject to the same review and acceptance procedure, at no increase in our lump sum proposal.

We also understand DSU reserves the right to reject our bid if we are unable to provide a site supervisor acceptable to DSU within thirty (30) calendar days after submission of this bid.

E. SUBCONTRACTORS

The following subcontractors and their subcontractors are intended to be used on this contract.

Subcontracted Trade	Subcontractor Name	Address	MBE
<i>(Example) ABC's</i>	<i>XYZ Contractor</i>	<i>123 Fairytale Drive, Dover, DE 19901</i>	<i>Yes</i>
Demolition			
Carpentry			
Mechanical (To include HVAC, Balancing, Testing, Insulation, & Controls)			
Plumbing			
Electrical			
Other			

F. REMARKS

1. We have received the following Addenda:

Addendum Number & Description	Date
1.	
2.	
3.	
4.	

2. In accepting a contract with DSU, we agree that a description of the work performed will not be used for publicity purposes.
3. We have read the General Conditions and accept all provisions contained therein.
4. Our Bid Price is firm based on contract award within ninety (90) calendar days of the date of submittal of this bid.
5. We have reviewed the safety requirements specified or referenced in the General Conditions, the Site Conditions, and Scope of Work for the Project and are familiar with federal, state, and local safety regulations (including the Occupational Safety and Health Act). We hereby affirm our commitment to perform the work safely and in compliance with all contractual safety regulations and requirements.
6. Our proposal is based on the bid documents, including any Addenda, and the written information contained therein, and any "Remarks" or "Clarifications" noted herein or attached hereto. We understand that we will not be compensated at a later date for claimed additional costs based on oral information received during the bid period, but which is not identified in our proposal and subsequently accepted in writing by DSU.

7. Remarks or Clarifications:

Signature Required

Print Name

Contractor's License Number(s) Applicable State/City

Signature

Date

Title Phone

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. _____, to be paid to the **State** for the use and
benefit of _____ (*insert State agency name*) for which payment
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the _____ (*insert State agency name*) a
certain proposal to enter into this contract for the furnishing of certain material and/or services within the
State, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this
Contract as may be required by the terms of this Contract and approved by the _____
_____ (*insert State agency name*) this Contract to be entered into within twenty days after
the date of official notice of the award thereof in accordance with the terms of said proposal, then this
obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

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

Sealed with our seals and dated this _____ day of _____, 20__.

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

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

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

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SITE CONDITIONS



1 SAFETY

- 1.1 Safety Requirements
- 1.2 Safety Program
- 1.3 Occupational Managed Health Care Provider
- 1.4 Safety Orientation
- 1.5 Safety Training
- 1.6 Protective Clothing
- 1.7 Respiratory Equipment
- 1.8 Barricades
- 1.9 Construction Equipment
- 1.10 Access
- 1.11 Spray Painting
- 1.12 Ladders
- 1.13 Scaffolds
- 1.14 Fall Protection
- 1.15 Ground Fault Protection
- 1.16 Gas Cylinders
- 1.17 Tool Inspection
- 1.18 Projecting Materials
- 1.19 Personnel in Pipe/Conduit Racks
- 1.20 Lockout, Tag and Try Procedure
- 1.21 Safety Violations
- 1.22 Reporting Injuries
- 1.23 Hazard Communication

2 FIRE PROTECTION

- 2.1 Procedure
- 2.2 Smoking
- 2.3 Flammable Materials

- 2.4 Fire Extinguishers
- 2.5 Oily Rag Storage
- 2.6 Protective Structures
- 2.7 Burning and Welding Equipment
- 2.8 Powered Equipment

3 CONSTRUCTION FACILITIES

- 3.1 Identification
- 3.2 Parking
- 3.3 Site Access
- 3.4 Deleted
- 3.5 Telephone
- 3.6 Drinking Water and Sanitary Facilities
- 3.7 Water
- 3.8 Electric Power
- 3.9 Compressed Air
- 3.10 Plant Facilities

4 HOUSEKEEPING

- 4.1 Clean Up
- 4.2 Waste Material Control
- 4.3 Road Maintenance
- 4.4 Spill Notification and Protection
- 4.5 Roof Protection

5 WORKING CONDITIONS

- 5.1 Visitor Control
- 5.2 Coordination with Others
- 5.3 Co-Occupancy
- 5.4 Construction Planning
- 5.5 Material Shipment and Storage
- 5.6 Prohibited Items
- 5.7 Tool and Equipment Control
- 5.8 Excavation Requirements
- 5.9 Non-Harassment Policy

SITE CONDITIONS

1 SAFETY

The special safety requirements listed herein shall not relieve Contractor from complying with the Occupational Safety and Health Act (OSHA) or any other contractual agreement, and are only noted to highlight potential problem areas.

1.1 Safety Requirements

Contractor shall comply with the safety program in effect at the work site. This program includes use of OSHA regulations, and other contract documents. Where these documents address the same subject, the more stringent requirement shall apply.

1.2 Safety Program

Before starting work, Contractor shall submit a written safety program that all Contractors' employees must follow while on the Campus. Minimum acceptable program shall meet OSHA requirements.

1.3 Deleted

1.4 Safety Orientation

1.4.1 Contractor shall conduct a safety orientation, covering these Site Conditions, and other safety procedures covered at the pre-construction meeting for each Contractor employee before he/she begins work on site.

1.4.2 The cost for Contractor's employees to attend this orientation shall be included in Contractor's price.

1.4.3 DSU will furnish a "site specific" safety orientation prior to Contractor being allowed to work on site. The contents of these orientations will be site-specific hazards, unique area operating conditions or requirements, and DSU safety standards. Prime contractors shall ensure their tier subcontractors are made aware of these requires and work accordingly. The contractor is not relieved of responsibility for providing safety training to employees or subcontractors performing work that may be required by OSHA for work defined in the contract documents.

1.4.4 All contract employees performing work on or for Delaware State University managed projects must have basic knowledge of job site safety requirements.

1.5 Safety Training

Contractor's job supervisor shall ensure that safety training is carried out before personnel start work and continues throughout all phases of the work.

1.6 Protective Clothing

1.6.1 Contractor's personnel shall wear hard hats, industrial quality shoes, and safety glasses with side shields (as required by equipment/materials manufactures recommendations).

1.6.2 Personal clothing will be in good repair (no holes), shirts shall cover the shoulders and clothing will contain no offensive language, cartoons, etc....

- 1.6.3 Face shields and welding visors shall be of types that attach to the hard hat when hard hats are required.
- 1.6.4 Gloves suitable for the job being performed shall be worn unless the job cannot be done with gloves or unless wearing gloves increases the hazard.
- 1.6.5 These items shall be furnished at no cost to DSU.

1.7 Respiratory Equipment

Before any employee starts work requiring use of respiratory protective equipment, Contractor shall furnish DSU with proof of compliance with OSHA Sections 1926.103 and 1910.134, including the following documentation:

- 1.7.1 Physician's approval for the employee to use respiratory protective equipment. A fit test record for type of respirator the employee is to use.
- 1.7.2 Contractor shall furnish emergency rescue respirators and equipment required for work inside a vessel or confined space (closed chamber).

1.8 Barricades

Contractor shall furnish, erect, maintain, and dismantle all barricades w/signage required for its work areas. Barricade tape shall be yellow w/black center unless otherwise indicated.

- 1.8.1 Barricades are required:
 - Around all work areas.
 - Around crane swing area.
 - To define outer limits of high noise areas. Post appropriate signs.
 - To define areas of overhead work.
 - Around excavations. Provide wood or plastic snow fencing.
 - For road closures. Barricades may be sawhorse type. Post appropriate signs. Provide flashing yellow lights if barricades are left overnight. Notify DSU Construction, 48 hours before closing off any road.
- 1.8.2 Warning (tape and stand) barricades - Tape shall be supported only by stands or posts acceptable to DSU; do not tie to columns, pipes, valves, material drums, vegetation, etc. Stands or posts subjected to wind shall be weighted or otherwise secured so they remain erect.
- 1.8.3 Protective (rigid) barricades - Shall consist of guardrail and midrail meeting OSHA definition of "standard railing" {OSHA Section 1926.500(f)}, capable of supporting a 200 pound force in any direction with minimal deflection of 3" in any direction.
- 1.8.4 Barricades around work areas shall be identified with signs giving the name and telephone number of a person to contact in emergencies.

1.9 Construction Equipment

- 1.9.1 Contractor and all tier subcontractors shall comply with provisions of the job site.
- 1.9.2 Major equipment is defined as cranes, aerial work platforms, boom trucks, and bucket trucks.
- 1.9.3 Contractor shall notify DSU Construction prior to use of any lifting equipment, inspection of equipment must be accomplished. Costs resulting from delays for failure to provide proper notice shall be to Contractor's account.
 - 1.9.3.1 Cranes, forklifts, trucks, and similar construction equipment shall not be left unattended unless shutdown and secured to prevent unintentional movement.
 - 1.9.3.2 All vehicles, except those primarily configured for passengers (e.g., cars, station wagons, vans, and light duty pick-up trucks) must have the engine turned off, the parking brake set, the transmission in gear or "park" when parked and unattended. "Unattended" means with no one in the cab or in a position to have complete control over vehicular motion, and is intended to apply primarily to delivery vehicles and concrete trucks. A running engine will be permitted where necessary for an auxiliary power source, provided the other requirements noted above are met.
 - 1.9.3.3 Semi-trailers to be loaded or unloaded with the tractor disconnected shall have a wheel chocked in opposite directions.
 - 1.9.3.4 Contractor shall furnish chocks for subcontractors, suppliers, and material deliveries arriving at the site without their own chocks.
- 1.9.4 Truck-mounted, hydraulic, telescoping boom cranes shall not be moved until the boom is fully retracted and lowered into the boom cradle, if provided, and the hook is secured in a tie-down lug at some point on the truck bed.
- 1.9.5 Modifications shall not be made to lifting equipment without the manufacturer's written permission. Each custom designed, job made lifting accessory (e.g., grabs, hooks, clamps, etc.) shall be marked to indicate the safe working load. {Reference OSHA Section 1926.251(a)(4)}.
- 1.9.6 Rigging from the buckets or booms of backhoes, front-end loaders, bulldozers, etc., to lay pipe, erect steel, pick and carry, etc., will not be permitted unless a properly installed and tested lifting eye or lug has been attached to the bucket or boom by the manufacturer, and lifting capacities and configurations are specified in the manufacturer's operating manual.
- 1.9.7 All earth moving and hauling equipment, and any vehicle or construction equipment shall be equipped with audible backup alarms.
- 1.9.8 Deleted

- 1.9.9 Contractor shall submit details of its proposed work platform and rigging method for DSU Construction's review before conducting any work from a platform suspended from a crane. Anti-two-block devices are required when using a hydraulic crane.
- 1.9.10 Access to, and egress from, crane cabs, material wagons, truck beds, crawler backhoes, etc., shall be achieved by built-in ladder and/or hand holds provided by the equipment manufacturer. If such means are not provided, Contractor shall provide a properly positioned and secured ladder or other approved method.
- 1.9.11 Contractor shall comply with the manufacture's and OSHA's requirements for aerial work platforms, man lifts, or bucket trucks:
 - Operator shall be trained at Contractor's expense.
- 1.9.12 No one shall be permitted to operate a lifting device (material or personnel) unless they have been properly trained.
- 1.9.13 The manufacturer's operating instructions shall accompany the device.
- 1.9.14 Crane inspection records must be readily available and kept within the crane.
- 1.9.15 No later than 5 calendar days before the lift is scheduled to be made, Contractor shall submit, for DSU Construction's review, a rigging preplan for each lift.
- 1.9.16 The rigging pre-plan shall include:
 - Manufacturer, model, and capacity of the crane(s)
 - Capacity charts
 - Working radius
 - Boom length
 - Weight of load including rigging
 - How the weight was determined
 - Number of parts of line to be used
 - Size and capacity of rigging hardware (slings, shackles, etc.)
- 1.9.17 Lifts over occupied buildings shall be made with the approval of DSU's construction representative. The area within the boom swing radius shall be evacuated and barricaded.
- 1.9.18 Noisy equipment, such as pavement breakers, high speed saws, etc., required in performance of the work, shall be checked and cleared 24 hours prior to use with DSU's construction representative.

1.10 Access

Access to exit doors, electric or elevator panels, and fire extinguishers or other emergency equipment must not be blocked at any time.

1.11 Spray Painting

During spray painting operations where a hazardous warning is posted on the paint can label and controls are inadequate to prevent harmful exposure to employees, Contractor shall comply with OSHA Sections 1926.103 and 1910.134, at no additional cost to DSU.

1.12 Ladders

1.12.1 Contractor's qualified person shall inspect all ladders brought onto the job site. Ladders shall be visually inspected by the user before each use. Defective ladders shall be promptly removed from the site. Ladders without required labels shall not be used.

1.12.2 Folding (Trestle Type) and metal ladders are not permitted.

1.13 Scaffolds

Scaffolds shall comply with the requirements of OSHA. Competent person to provide tag-indicating status of scaffold (complete or incomplete).

1.14 Fall Protection

1.14.1 Protection is required to prevent personnel or material from falling through floor openings, wall openings, roof edges, stairways, elevator shafts, etc.

1.14.2 Before starting any elevated work, Contractor shall submit a fall prevention plan for DSU's review. As a minimum, the plan must include:

- A list of all anticipated tasks to be performed at elevated locations.
- The proposed method of fall protection for each task:
 - Elimination of fall hazards (through engineered means)
 - Prevention of falls (by changing work procedure/work environment)
 - Control of falls (through use of fall arrest equipment)
- Name(s) and qualifications of Contractor's competent person(s) relative to fall protection.
- Rescue Plan

1.14.3 Contractor shall provide a workable fall protection system (horizontal lifelines, retractable lifelines, nets, etc.) for all employees engaged in placing or installing grating and Q-decking.

1.14.4 To the extent practical, personnel erecting, connecting or bolting up structural steel shall walk along the steel by straddling the member and walking on the bottom flange.

1.14.5 OSHA's fall protection standard requires fall protection to be implemented beginning at 6' above a lower level unless otherwise noted within OSHA.

- Steel Erections – 15'-30'
- Scaffolds – 10'

1.15 Ground Fault Protection

Contractor shall provide ground fault circuit interrupter protection for all cord sets, receptacles, and electrical tools and equipment connected by cord and plug which are used or available for use by employees.

1.16 Gas Cylinders

1.16.1 Compressed gas cylinders shall be properly secured on two-wheel hand trucks designed for this use. Compressed gas cylinders shall not be brought into buildings. Unless individual cylinders are equipped with regulating devices, they shall have the safety cap secured in place. All cylinders shall be maintained in the upright position and secured with a noncombustible material.

1.16.2 All burning rigs shall be broken down with regulators removed and protective caps screwed down hand tight at the end of work day.

1.17 Tool Inspection

All Contractor-furnished portable tools and equipment shall be maintained in safe working order and are subject to inspection at any time while on Campus. DSU retains the right to prohibit, or restrict, the use of tools and equipment determined to be in unsafe working condition.

1.18 Projecting Materials

Reinforcing steel or similar material projecting above horizontal surfaces shall be capped or otherwise protected to prevent the possibility of impaling personnel.

1.19 Personnel on Ductwork/Pipe/Conduit Racks

Contractor shall provide means of access and egress adjacent to the work area for personnel working above ductwork or in pipe/conduit racks. Walking on, crawling along, sitting on, or working from ductwork/racks will not be permitted.

1.20 Lockout Procedure

1.20.1 Contractor shall verify removal of and securing energy before starting work on any potential energy containing or electrical systems.

1.20.2 All installation and renovation work on power distribution systems operating at 480 volts or higher require both phase to phase and phase to ground megger testing to be performed. A qualified DSU representative may witness these megger tests. There shall be written documentation indicating the results of these tests.

1.20.3 All installation or renovation work performed on power distribution system operating at 480 volts or higher will require a complete written and DSU reviewed job plan. If any part of the job plan cannot be performed as written or if anything changes from the original job plan, work shall stop until a new job plan can be written and reviewed.

1.20.4 All electrical work shall be completed in accordance with NFPA-70E. These requirements also apply to all tier Contractors.

1.21 Safety Violations

1.21.1 Employees who violate safety requirements will be denied access to the Campus.

1.21.2 In the event of OSHA violations or unsafe practices involving imminent danger immediate action shall be taken to stop work and correct the hazardous situation. If violations continue or corrective actions are not taken after a reasonable period of time, DSU's option of terminating the contract in accordance with the General Conditions will be considered.

1.22 Reporting Injuries

1.22.1 Contractor shall immediately notify DSU of any injury or potentially serious hazard to personnel on the site. Each injury or incident shall be jointly investigated by Contractor's site supervisor and DSU's construction representative. Contractor shall submit a detailed report to DSU with 24 hours of the injury or incident.

1.22.2 Contractor's supervisor or foreman shall be available to provide information for development of a report.

1.22.3 Any contractor personnel that receive off-site medical treatment, upon returning to work, will report to DSU Construction Director before resuming work on the job-site.

1.23 Hazard Communication

1.23.1 Contractor and all tier subcontractors shall comply with OSHA Hazard Communication Standard 1910.1200 and all applicable state and local hazard communication requirements.

- A copy of all MSDS (Material Safety Data Sheets) shall be available to DSU prior to start of work.

1.23.2 Contractor shall obtain DSU's approval before introducing any hazardous materials onto DSU's property. Such materials shall be properly labeled and strictly controlled. Storage and use must comply with the Material Safety Data Sheets.

2 FIRE PROTECTION

2.1 Procedures

Contractor shall observe job site fire, fume release, and disaster procedures. Contractor's job supervisor will be given a copy of and be oriented by DSU on the alarm and evacuation procedures and shall ensure that all Contractor's employees are thoroughly familiar with those procedures.

2.2 Smoking

2.2.1 Smoking will be permitted only in areas designated by DSU. Contractor shall furnish butt cans and fire extinguishers in such areas.

2.2.2 Smoking by a contractor employee in any non-designated area shall be considered cause to require Contractor to remove that employee from DSU's property.

2.3 Flammable Materials

Storage and use of flammable materials will be subject to DSU's agreement. OSHA-approved safety cabinets and cans shall be used for storing and dispensing flammable liquids and must have prior DSU's review. Gasoline powered tools or equipment are not permitted inside buildings.

2.4 Fire Extinguishers

Contractor shall furnish a minimum 10-pound fire extinguisher. The extinguishers shall be rated not less than 2A:40-BC and be maintained for the duration of the work. Discharged extinguishers shall be recharged or replaced as necessary.

2.5 Oil Rag Storage

2.5.1 Dirty and oily rags shall be kept in fireproof metal containers with self-closing lids and removed from premises daily.

2.5.2 Oil catch pans placed under pipe and conduit threading machines must be non-combustible: i.e., metal and filled with nonflammable absorbent material.

2.6 Protective Structures

Any plastic, tarpaulin, or other material used to construct a hut, tent, or similar protective structure, shall be flame retardant.

2.7 Burning and Welding Equipment

Flashback arrestors shall be an integral part of the oxy/fuel rig. FR11 or equivalent arrestors shall be installed at the torch inlet valves, and/or FR43 or equivalent arrestors at the regulators.

2.8 Powered Equipment

No gasoline or propane equipment is permitted in Buildings. All equipment to be air or electric operated.

3 CONSTRUCTION FACILITIES

3.1 Identification

Contractor shall post a sign, of a size and character consistent with the size, nature and duration of the contract, identifying its site headquarters, which may be an office, trailer, toolbox, or storage area.

3.2 Parking

3.2.1 Contractor's employees shall park in construction parking as designated by DSU. The contractor will be responsible to provide any special/alternative transportation, as appropriate, to ensure his employees site access. Contractor May be required to register for a parking pass for Parking Lot they are to use.

3.2.2 DSU must designate all storage or lay down areas in advance.

3.3 Site Access

Designated routes will be established for access to the work area and for movement of material and equipment. Movement of material and equipment shall be scheduled with DSU.

3.4 Deleted

3.5 Telephone

Contractor shall arrange telephone service, as needed, through the local telephone or otherwise arranged with DSU representative.

3.6 Drinking Water and Sanitary Facilities

Contractor shall provide drinking water and sanitary facilities to satisfy its employees' needs in compliance with OSHA requirements or as otherwise arranged with DSU representative.

3.7 Water

3.7.1 Water for construction is available within 1000 feet.

3.7.2 DSU will furnish water for construction and testing purposes at one 1 inch outlet within/approximately 500 feet from the work area. Contractor shall make all connections and run any hoses and pipe extensions required.

3.7.3 Fire hydrants shall not be used as a source of water without DSU's prior written approval.

3.8 Electric Power

DSU will furnish 120 volt, 60 Hertz, 20 amp electrical power at one location approximately 1000 feet from the work area for TC power and small tools. Contractor shall make all connections (3-wire grounded) and run any extensions required. Contractor needs to provide an electric source in excess of 110 volts, 60 hertz, 20 amp. (i.e. welding machines, concrete saws, etc.)

3.9 Compressed Air

Compressed air is not available in the work area. Contractors shall provide their own source of compressed air.

3.10 Campus Facilities

Contractor's personnel will not be permitted to use Campus facilities such as lunchroom, change areas, or toilets unless previously arranged with DSU.

4 HOUSEKEEPING

4.1 Clean Up

4.1.1 Contractor shall keep Job site in an organized and clean condition.

4.1.2 Contractor shall take all necessary precautions to prevent dirt, dust, etc., from entering operating areas. Occupied areas during construction must be protected from all work that will produce dust. Erect (6) mil plastic walls with sealed top and bottom plates to contain dust in work area. Remove upon completion of the work. Plastic to be fire resistant.

4.1.3 During the course of construction, alteration, or repairs, all debris shall be kept cleared from work areas, passageways, and stairs in and around buildings or other structures.

- 4.1.4 Contractor shall clean up all work areas. Debris and scrap material will not be allowed to accumulate in any work area. As work progresses the area is to be kept clean at all times during the day - vacuum all dust as necessary. Contractor shall remove off site all scrap materials and waste on a daily basis.
- 4.1.5 Should Contractor fail to keep its work areas orderly, DSU will perform this work on a time-and-material basis and back-charge Contractor.
- 4.1.6 Concrete trucks and chutes shall be washed out into 55-gallon drums. Contractor shall provide drums. Disposal of drums in a suitable landfill shall be included in Contractor's price.

4.2 Waste Material Control

- 4.2.1 Waste equipment oil shall be disposed off site.
- 4.2.2 Contractor shall ensure that its operations comply with the oil spill prevention provisions of 40 CFR. 112. Further, the spillage of oil or any other foreign substance onto the ground or into sumps, trenches or ditches is strictly prohibited.
- 4.2.3 Contractor shall provide metal containers for the collection and separation of waste, trash, and other refuse. Containers used for garbage, acids, harmful dust, etc., shall be equipped with covers. Contractor shall not use Campus dumpsters.

4.3 Road Maintenance

Contractor shall maintain roads and other Campus areas affected by its operations in a clean and uncluttered condition at all times. Any dirt, mud, concrete, debris, spoil, refuse, etc., shall be cleaned up and removed immediately.

4.4 Spill Notification and Protection

- 4.4.1 Contractor shall maintain filter media around all storm drains prior to commencement of work in areas adjacent to drains.
Contractor shall contain spills immediately and notify the DSU site representative as soon as possible.

4.5 Roof Protection

- 4.5.1 Contractor is required to provide necessary measures to protect roofing from damage due to contractor's activities on rooftops. Also provide proper house-keeping to avoid reliance on protection to keep roof intact. Inspect and report condition on a weekly basis.

5 WORKING CONDITIONS

5.1 Visitor Control

All visitors shall be escorted by Contractor's supervision, and are to wear required PPE.

5.2 Coordination with Others

Where Contractor's work must be performed in conjunction with work by others, Contractor shall cooperate with DSU in scheduling, coordinating, and sequencing its work with that of others so all work may proceed with minimal interference or delay.

5.3 Co-Occupancy

Contractor shall provide all measures required to protect existing facilities and work performed by others from damage due to Contractor's (including its tier subcontractors) operations or negligence. DSU may suspend Contractor's operation until such protective measures are provided, and the cost for stand-by of Contractor's, its tier subcontractor's, or other contractor's men and equipment shall be Contractor's account.

5.4 Construction Planning

5.4.1 Work plans will be required on a project basis.

5.4.2 Close proximity plan will be required for use of construction equipment over, or within 15 feet of, any overhead electric power line, process pipe, or service pipe. Contractor shall develop this plan and submit for DSU's Review.

5.4.3 Vessel or confined space entry plan will be required for any work inside a vessel or confined space (i.e., any area which must be entered through a restricted opening, such as tanks, vessels, ductwork, vessel skirts, manholes, etc.). Contractor shall develop and submit job plan sufficiently in advance to allow all required reviews to be obtained before work is scheduled to start. Contractor shall furnish all protective and emergency equipment, and atmospheric testing equipment. Continuous monitoring equipment shall have audible alarms.

5.4.4 An excavation plan will be required for each area to be excavated. Contractor shall comply with all restrictions stated in the plan. Contractor shall hand excavate to locate all identified underground services before any mechanical excavating equipment will be permitted to be used.

5.4.5 Roof, Wall And Floor Penetrations require Authorization

5.4.5.1 Contractor is responsible for cutting and patching of any roof penetrations and the weather tightness of these penetration(s). Work to be performed by qualified personnel including coordination with manufacturer of roof so existing warranties are not disrupted.

5.5 Material Shipment and Storage

5.5.1 Only truck shipments to Campus are acceptable. Contractor shall coordinate shipments with DSU to avoid interfering with Campus operations. Access for truck shipments to the storage and work areas is through the contractor's gate, which has no overhead obstructions. Contractor shall unload and handle its material. DSU Receiving will not accept deliveries for the Contractor.

5.5.2 Limited ground space will be made available to Contractor by DSU approximately 500 feet from the work area.

5.5.3 Material being furnished by DSU will be made available to Contractor in an area approximately 500 feet from the work area.

5.6 Prohibited Items

Food, beverages, and chewing tobacco shall not be consumed in the work area.

5.7 Tool and Equipment Control

DSU will not be responsible for the loss or theft, either on the Campus, of Contractor's tools or equipment, or Contractor employees' personal belongings.

5.8 Excavation Requirements

5.8.1 Twenty-four (24) hours before Contractor personnel first enter any excavation, trench, hole, etc., over five (5) feet deep, Contractors competent person will inspect the side slopes, shoring, or sheeting for compliance with OSHA Section 1926.652. Contractor shall correct all noted discrepancies before allowing work to continue.

5.8.2 Contractor shall comply with OSHA 1926.652 "Competent Person" - This designated person shall be present at all times during the excavating process.

5.9 Non- Harassment Policy

Everyone is entitled to a work environment free from sexual, racial or other distasteful discrimination. Contractor shall insure that no one will be discriminated against in the workplace. Disrespect for any employee, sexual harassment, offensive or insulting behavior is considered unacceptable and may result in termination.