



**Delaware State** University

# **SNOW REMOVAL SERVICES**

## **REQUEST FOR PROPOSAL**

**Contract No. FM-18-003**

**Bid packets must be received by: 3 p.m., October 15, 2018**

Time listed above is the local time in the State of Delaware

**Delaware State University, Office of Contracts and Data Administration  
Room Number 103, Facilities Management Building  
Attention: Zafar Chaudhry, Associate Vice President  
1200 North DuPont Highway  
Dover, DE 19901-2277**

### **Point of Contact**

Zafar Chaudhry, Associate Vice President  
Phone. (302) 857-7852  
Email: [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu)

**ALL VENDORS:**

The enclosed packet contains a "REQUEST FOR PROPOSAL" for the contract listed on cover page. The proposal consists of the following:

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section

Attachments:

- 1) No Proposal Reply Form
- 2) Non-Collusion Statement
- 3) Exceptions
- 4) Confidentiality and Proprietary Information
- 5) Business References
- 6) Subcontractor Information Form
- 7) Pricing
- 8) Affidavit of employee drug testing program

APPENDIX:

APPENDIX A – Details of scope of work

**In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly including but not limited to all attachments and bid submission form.**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP).

**Bidder bears the risk of incomplete response, late delivery or delivery at wrong location of the University other than specified in this RFP.**

The term of the contract between the successful bidder and the University shall be for **three (3) years**. There is an **option** to renew the contract for **two (2) one year extension by negotiation**.

**Each proposal must be submitted with one original paper copy and one electronic copy on USB memory stick.**

There will be a mandatory pre-bid meeting.

**Bid bond requirement has been waived for this ITB/ RFP.**

## I. INTRODUCTION

### A. PURPOSE

Delaware State University (herein after referred to as University) is seeking proposals to enter into a contract with a local vendor(s) to provide the best, most qualified and most competitively priced snow removal services for roadways, streets, parking lots sidewalks, service areas, receiving stations, fire lanes, fire hydrants, security, health, dining service areas, and from the entrances of all buildings, including steps, stairs, and stoops. If you need more information about the University, please visit us at <https://www.desu.edu/about/history>

#### 1. COMPETITIVE SEALED PROPOSAL

It has been determined by the Delaware State University, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the University. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

#### 2. CONTRACT REQUIREMENTS

The contract will be issued to meet the requested needs of Delaware State University.

#### 3. STATE AGENCY USE CONTRACT

Pursuant to 29 Del. C. [§6904](#)(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

#### 4. MULTIPLE SOURCE AWARD

The University reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. [§6926](#).

#### 5. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the University, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its departments and as it serves the best interest of the University. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The University reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the Delaware State University.



state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

### C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by the University. All questions will be answered in writing by the University and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

### D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the University. Address all communications to the person listed below; communications made to other University personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Attention: Zafar Chaudhry, Associate Vice President**  
**Office of Contracts and Data Administration**  
**Phone: 302-857-7852**  
**Email: [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu)**

**Mailing Address:**  
**DELAWARE STATE UNIVERSITY**  
**Office of Contracts and Data Administration**  
**Room Number 103, Facilities Management Building**  
**1200 NORTH DUPONT HIGHWAY**  
**DOVER, DE 19901 – 2277**

To ensure that written requests are received and answered in a timely manner, correspondence through email is acceptable, but other forms of delivery, such as postal and courier services can also be used.

### E. CONTACT WITH UNIVERSITY EMPLOYEE

Direct contact with University employees other than the University Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting University employees risk elimination of their proposal from further consideration.

## II. SCOPE OF WORK

### A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the University's need for this contract as described herein in Appendix A. The contract will require the Vendor(s) to cooperate with the

University to insure the University receives the most current state-of-the-art material and/or services.

### **III. FORMAT FOR PROPOSAL**

#### **A. INTRODUCTION**

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

#### **B. PROPOSAL RESPONSE**

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

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

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

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

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

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

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

#### **D. CONCISE PROPOSALS**

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

#### **E. COVER LETTER**

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

#### **F. TABLE OF CONTENTS**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

**H. DISCOUNT**

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

**I. SAMPLES OR BROCHURES**

Samples or brochures may be required by the University for the evaluation purposes. They shall be such as to permit the University to compare and determine if the item offered complies with the intent of the specifications.

**J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**K. BID BOND REQUIREMENT**

If not waived in this ITB/ RFP document, each vendor shall furnish a bond to the University for the benefit of **Delaware State University** in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to the Delaware State University in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

**L. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The University reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted in the specified number of copies soft/ hard as listed in this RFP.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline specified in this RFP on the cover page shall not be considered. Vendor bears the risk of late delivery or delivery at any other location of the University than specified herein. Any response/ responses received after the stated time or received at any other location of the University than specified herein will not be entertained. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The University reserves the right to award the proposed contract to multiple Vendors if the University determines that such an award is in the best interest of the University.

**M. PROPOSAL EXPIRATION DATE**

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

**N. WITHDRAWAL OF PROPOSALS**

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

**O. PROPOSAL MODIFICATIONS**

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**P. LATE PROPOSALS**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**Q. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)**

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the University, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

**R. INCURRED EXPENSES**

The University will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

**S. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

**T. DISCREPANCIES AND OMISSIONS**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the University's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent



the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

## U. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment 3 to be considered.** Exceptions listed elsewhere in the Vendor's proposal will not be considered. University maintains sole discretion to reject any vendor exceptions that are submitted.

## V. BUSINESS REFERENCES

Business references are to be provided via Attachment 5.

## W. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

The University requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a University vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

## X. PRICE NOT CONFIDENTIAL

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

## IV. PROPOSAL EVALUATION PROCEDURES

### A. GENERAL ADMINISTRATION

#### 1. UNIVERSITY'S RIGHT TO REJECT PROPOSALS

University reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the University. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably

likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

## **2. UNIVERSITY'S RIGHT TO CANCEL SOLICITATION**

The University reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The University makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the University. Vendor's participation in this process may result in the University selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the University to execute a contract nor to continue negotiations. The University may terminate negotiations at any time and for any reason, or for no reason.

## **3. FORMAL CONTRACT AND/OR PURCHASE ORDER**

No employee of the Contractor(s) is to begin any work prior to receipt of a University Purchase Order signed by authorized representatives of the University requesting service.

## **4. DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses stated in this RFP.

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of late delivery or delivery at any other location of the University than specified herein. Any response/responses received after the stated time or received at any other location of the University than specified herein will not be entertained.

## **5. PUBLIC OPENING OF PROPOSALS**

The proposals may be publicly opened at the time and place specified by the University. Vendors or their authorized representatives are invited to be present.

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

## **6. DISQUALIFICATION OF VENDORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the University, State of Delaware or on a State of Delaware central contract.

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

## **7. AUTHORITY OF UNIVERSITY**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the University shall be final and binding.

## **8. OR EQUAL (PRODUCTS BY NAME)**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

## **B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

University shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the University.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
  - b. The vendor's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the vendor is qualified legally to contract with the University;
  - e. Whether the vendor supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria establish by the University
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.

5. The University reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

**C. PROPOSAL EVALUATION COMMITTEE**

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the University.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926.

University reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the Delaware State University.

**D. REQUIREMENTS OF THE VENDOR**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application.

**E. CRITERIA AND SCORING**

Criteria and Scoring		
Evaluation Criteria		
		Points
1	Experience. Past and present similar contracts to demonstrate technical experience and ability.	20
2	General background, reputation and years in business. DSU reserves the right to conduct applicable background checks.	20
3	List of snow removal equipment, age and operational condition. Clarify in detail if these equipment are owned or leased.	20
4	Methodology, description of how the Vendor will provide the goods and services required.	20
5	Ability to commit dedicated crew (s) as necessary to perform snow removal work and meets time lines for completion project.	20
6	Overall Cost	20
7	Stand-by Cost	10
	<b>Total Score</b>	<b>130</b>

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

#### F. BEST AND FINAL OFFERS

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

#### G. REFERENCES

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

#### H. ORAL PRESENTATIONS

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

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

#### V. PREBID MEETING

If required, non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

#### VI. DEFINITIONS AND GENERAL PROVISIONS

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

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

**STATE:** The State of Delaware

**AGENCY:** Delaware State University.

**UNIVERSITY:** Delaware State University.

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

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

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

**DESIGNATED OFFICIAL:** The agent authorized to act for Delaware State University.

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

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

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

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

**RFP:** Request for Proposal.

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

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

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

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

## **B. GENERAL PROVISIONS**

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

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The University may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards, if applicable, may be found by accessing the applicable contract award page at: <http://contracts.delaware.gov/>. Past usage shall not be considered a guaranteed future volume.

## 2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

## 3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

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

## 4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. to University and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the University before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

## 5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the University/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

## 6. LAWS TO BE OBSERVED

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

## 7. APPLICABLE LAW AND JURISDICTION

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

contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

## **8. SEVERABILITY**

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

## **9. PERMITS AND LICENSES**

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

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

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the University.
- b. The Vendor and the surety shall hold and save harmless the University, the departments, their employees, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

## **11. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the University, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

## **12. TAX EXEMPTION**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the University. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

## **13. INVOICING**



After the awards are made, the Delaware State University may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with University Purchasing Procedures. The University will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

The successful bidder (s) is 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 [Invoices@desu.edu](mailto:Invoices@desu.edu) or through mail to:

**Delaware State University**  
**Attention: Accounts Payable Department**  
**Administration Building, 3<sup>rd</sup> Floor**  
**1200 N. DuPont Highway**  
**Dover, DE 19901-2277**

#### 14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the University setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
  1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the University setting forth this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, University that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

## 15. PRICES

Prices and/or rates shall remain firm for the initial term of the contract, unless further negotiations are deemed necessary by the University.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

## 16. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

## 17. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The University is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the University may agree to exercise.

If agreement is reached to extend this contract beyond the initial period, University shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

## 18. SHIPPING TERMS

FOB Destination, freight prepaid.

## 19. ELECTRONIC CATALOG

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

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

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

## 20. INDEPENDENT CONTRACTORS

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

## **21. TEMPORARY PERSONNEL ARE NOT UNIVERSITY EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the University pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the University pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the University and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s).

## **22. ACA SAFE HARBOR**

The University and its utilizing departments are not the employer of temporary or contracted staff. However, the University is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act (“ACA”). Therefore, the University seeks to utilize the “Common-law Employer Safe Harbor Exception” under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the University and/or its departments are charged and pay for an “Additional Fee” with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The University requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The University will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

## **23. FUNDING OUT or NON-APPROPRIATION**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

## **24. MANDATORY INSURANCE REQUIREMENTS**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all

persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Delaware State University.
3. During the term of this contract, the vendor must, at its own expense, obtain and keep in force and effect including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the University. All contractors must carry the following coverage depending on the type of service or product being delivered.
  - a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
  
and
  - b. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
  
**or**
  - c. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
  
**or**
  - d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
  
and
  - e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,  
  
and
  - f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the University.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

Before any work is done with the University, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the University's Insurance Office that is:

**Delaware State University  
Attention Ms. Denese Lindsey  
AVP for Systems, Budgeting, and Insurance  
Dr. Claiborne D. Smith Administration Building, 3rd Floor,  
1200 North DuPont Highway  
Dover, DE 19901-2277**

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

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

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to any work being completed by the awarded vendor(s).
5. The Delaware State University shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

## **25. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the University with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## **26. INDEMNIFICATION**

### **a. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the University, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

### **b. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the University, the University shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall

indemnify the University against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the University to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the University agrees to and accepts in writing.

## **27. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the University may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the University no later than 30 days following the delivery of the University's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

## **28. 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 in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **29. OPPORTUNITY BUYS**

The University can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The University will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

## **30. I FOUND IT CHEAPER**

Delaware State University can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any State employee or Vendor to identify a lower price for material and/or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The Delaware State University will afford any Vendor on an existing contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

## **31. ORDERING PROCEDURE**

Successful vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. All consumables delivered by the Vendor and received by University, become the property of the University. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

### 32. BILLING

The Vendor is required to "Bill as Shipped" to the University. The University shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

University will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

### 33. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the University will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written University acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

The University will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The successful bidder (s) is 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 [Invoices@desu.edu](mailto:Invoices@desu.edu) or through mail to:

**Delaware State University**  
**Attention: Accounts Payable Department**  
**Administration Building, 3<sup>rd</sup> Floor**  
**1200 N. DuPont Highway**  
**Dover, DE 19901-2277**

### 34. PRODUCT SUBSTITUTION

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

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

### 35. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the University shall be the sole judge of the term “reasonable”. If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

### **36. VENDOR RESPONSIBILITY**

The University will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal and are subject the approval and acceptance of the University.

### **37. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

### **38. ENVIRONMENTAL PROCUREMENT REQUIREMENTS**

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:

[Environmentally Preferred Purchasing Policy](#)

### **39. PERSONNEL, EQUIPMENT AND SERVICES**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the University. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the University.



#### 40. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State/ Delaware State University are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

#### 41. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access University/ state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the University's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded University/ state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the University listed in the solicitation. The University's decision to allow or deny access to any individual identified on a registry database is final and at the University's sole discretion.

By University request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to University/ state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the University's contract.

#### 42. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

#### 43. PREVAILING WAGE

The prevailing wage law, 29 Del.C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of

\$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

#### 44. DISPUTE RESOLUTION

At the option of University, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by the University, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

#### 45. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the University shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the University, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the University.
- b. **Termination for Convenience:** The University may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the University.

- c. **Termination for Non-Appropriations:** In the event the University fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 46. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by the University.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the University shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the University, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the University.

On receipt of the contract cancellation notice from the University, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the University provides a written acceptance of the vendor response. If the University does accept the Vendor's method and/or action plan to correct the identified deficiencies, the University will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the University's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the University may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. **Termination for Convenience:** The University may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the University, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the University.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 47. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the University and the Vendor shall be

incorporated in written amendments to the Purchase Order or contract.

#### **48. INTEREST OF VENDOR**

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

#### **49. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The University shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the University agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the University's support shall be given in the publication.

#### **50. RIGHTS AND OBLIGATIONS**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

#### **51. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the University, the Vendor hereby grants, conveys, sells, assigns, and transfers to the University all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the University pursuant to this contract. Upon either the University's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the University and Vendor shall meet and confer about coordination of representation in such action.

#### **52. TESTING AND INSPECTION**

The University reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

#### **53. COVENANT AGAINST CONTINGENT FEES**

The Vendor warrants that no person of the University has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

#### **54. GRATUITIES**

- a. If it is found, after notice and hearing, by the University that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the University with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the University may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the University makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph “a”, the University shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the University.

## **55. AFFIRMATION**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

## **56. AUDIT ACCESS TO RECORDS**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the University, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official University representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the University or other duly authorized University, State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the University for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

## **57. REMEDIES**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the University and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

## **58. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 6) and agreed to in writing by the University or as are specifically authorized in writing by the University during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the University.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the University.

## 59. UNIVERSITY'S RESPONSIBILITIES

The University shall:

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

## 60. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the University and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

**61. ASSIGNMENT**

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

**62. NOTICE**

Any notice to the University required under the contract shall be sent by registered mail to:

**Delaware State University  
Attention: Mr. Thomas P. Preston, General Counsel  
Administration Building, 4<sup>th</sup> Floor  
1200 North DuPont Highway  
Dover, DE 19901**

**63. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the University, the University may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the University, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**64. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The University reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the University with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the University.

**C. AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF PROPOSALS**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the University or its agent, the best interest of the University will be promoted thereby.

**2. MATERIAL GUARANTY**

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

**3. AWARD OF CONTRACT**

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

**4. EXECUTION OF CONTRACT**

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

**5. WARRANTY**

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

**6. THE CONTRACT(S)**

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

**7. INFORMATION REQUIREMENT**

The successful vendor's shall be required to advise and provide University of the gross costs associated with this contract.

**VII. PROPOSAL REPLY SECTION**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope.

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors.

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**



**Response/ Bid Submission Form  
Delaware State University  
Snow Removal Services, Contract Number FM-18-003**

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder. If the contract is awarded, vendor agrees to the terms and conditions of the State of Delaware's standard contract posted at <http://mymarketplace.delaware.gov/agency-forms.shtml> under [Agency/Vendor Contract](#) and under [Professional Services Agreement](#). The Delaware State University reserves the right to deny any and all exceptions taken to the RFP requirements. It's further understood that in case of any conflict or inconsistency between the provisions of the contract documents shall be resolved by giving precedence to such documents in the following order: (a) the signed Contract/ Agreement (including any amendments or modifications thereto); (b) the RFP itself; and (c) Vendor's response to the RFP.

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\_\_\_\_\_  
Vendor / Business Name

\_\_\_\_\_  
Authorized Signature/ Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address (clearly print)

\_\_\_\_\_  
Federal EI Number

NO PROPOSAL REPLY FORM

Contract No.: FM-18-003

Contract Title: Snow Removal Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO AUTHORIZED CONTACT PERSON OF THE UNIVERSITY.**

**CONTRACT NO. FM-18-003**  
**CONTRACT TITLE: Snow Removal Services**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the Delaware State University.

**Note:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Delaware State University. Please print everything listed below.

COMPANY NAME \_\_\_\_\_ Please circle one: Corporation, Partnership, Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_ EMAIL \_\_\_\_\_

FEDERAL EI # \_\_\_\_\_ STATE OF DELAWARE BUSINESS LICENSE # \_\_\_\_\_

COMPANY CLASSIFICATION: \_\_\_\_\_ CERTIFICATE NO. \_\_\_\_\_

CERTIFICATION TYPE (S). Please circle all (Yes or No) that applies.		
Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No
Disadvantaged Business Enterprise (DBA)	Yes	No
Veteran Owned Business Enterprise (VOBE)	Yes	No
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

(Information provided through above table is for informational and statistical use only)

PURCHASE ORDER SHOULD BE SENT TO:

Company Name and Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment? Yes \_\_\_\_\_ or No \_\_\_\_\_

If yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED, AND RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





**CONTRACT NO. FM-18-003**  
**CONTRACT TITLE: Snow Removal Services**

**BUSINESS REFERENCES**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any Personal References or University Employees as a business reference. If you have held a University contract within the last 5 years, please provide a separate list of the contract(s).

1. **Contact Name & Title:**  
**Business Name:**  
**Address:**  
  
**Email:**  
**Phone # / Fax #:**  
**Current Vendor (YES or NO): Years Associated & Type of Work Performed:**


2. **Contact Name & Title:**  
**Business Name:**  
**Address:**  
  
**Email:**  
**Phone # / Fax #:**  
**Current Vendor (YES or NO): Years Associated & Type of Work Performed:**


3. **Contact Name & Title:**  
**Business Name:**  
**Address:**  
  
**Email:**  
**Phone # / Fax #:**  
**Current Vendor (YES or NO): Years Associated & Type of Work Performed:**


**CONTRACT NO. FM-18-003**  
**CONTRACT TITLE: Snow Removal Services**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. FM-18-003	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number:	
b. Mailing Address:	4d. Women Business Enterprise                    Yes      No 4e. Minority Business Enterprise                Yes      No 4f. Disadvantaged Business Enterprise        Yes      No 4g. Veteran Owned Business Enterprise        Yes      No 4h. Service Disabled Veteran Owned Business Enterprise                                Yes      No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**\* Use a separate form for each subcontractor**

## PRICING

**CONTRACT NO. FM-18-003**  
**CONTRACT TITLE: Snow Removal Services**

The following is requested for pricing evaluations:

**Pricing #1: PER EVENT INCH:** The Contractor shall provide per inch pricing for each snow event. The price per inch shall include all supplies, materials, vehicles, labor, etc. to accomplish the job. Also contractor will provide salt, sand and ice melt. Hauling of snow from one location to another will be at the direction of the University only.

For a Per-Inch Agreement, all prices and quotations will be based on a per-event basis. All de-icing application(s) will be included in single event pricing within each level. Only DSU Facilities Management is authorized to approve any extra service, which would generate a work order for services beyond the contract specifications.

PER INCH (per storm) will be henceforth defined as: A time period of continuous snowfall or freezing rain with a twelve (12) hour separation between storms before a new classification will be issued.

**Pricing #2: TIME & MATERIAL PRICING** for each snow event.

**Pricing #3: ANNUAL FLAT RATE PRICING** for the year's removal of snow using averages from the previous 3 years as quoted by a reputable weather source.

CLASSIFICATION OF EVENT OR STORM FOR FREEZING RAIN, ICE CONDITIONS OR SNOW WILL BE AS FOLLOWS (as measured in the approximate middle of the affected areas):

**Level 1:** Ice control/freezing rain services (anti or de-icing treatments only; no shoveling, sweeping or plowing is needed)

**Level 2:** Slush/Ice control/freezing rain services less than 1"-2"

**Level 3:** Snow/Ice control/freezing rain services from 2.1" to 4"

**Level 4:** Snow/Ice control services from 4.1"-6" accumulation

**Level 5:** Snow/Ice control services from 6.1"-10" accumulation

**Level 6:** Snow/Ice control services from 8.1"-10" accumulation

**Level 7:** Over 10 inches

**Level 8:** Ice Removal

Vendor may be asked to verify snowfall totals for DSU at DSU's discretion. These snowfall events will be verified with the National Weather Service, or similar nationally recognized weather data resource.

**ANNUAL PRICING (ANNUAL RATE):**

Paid in equal installments from January to April.

All snow removal and ice control services required under the Scope of Work Specification shall be included in the ANNUAL RATE pricing.

**NEW BUILDINGS/CHANGES:** DSU may periodically add or modify buildings or services to current locations. DSU will notify Contractor and both parties shall work in good faith to come to agreement on any pricing changes. Changes to the contract will be recorded with an amendment.



**AFFIDAVIT OF EMPLOYEE DRUG TESTING PROGRAM**

OMB Regulation 4104 for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

For more information, please refer to the following link for the full regulation:

[http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009\\_-01-15.pdf](http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009_-01-15.pdf)

All the terms and conditions of *OMB Regulation 4104* have been thoroughly examined and are understood. We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**AN AFFIDAVIT SHALL BE PROVIDED BY THE BIDDER AND ALL SUBCONTRACTORS IDENTIFIED IN ATTACHED SUBCONTRACTOR LIST. STATEMENT(S) MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

## Scope of Work

**CONTRACT NO.** FM-18-003  
**CONTRACT TITLE:** Snow Removal Services

- A. General: In order to successfully implement the University's Snow Removal Plan, it is necessary to contract with a local company to provide snow removal services for roadways, streets, parking lots sidewalks, service areas, athletic fields, receiving stations, fire lanes, fire hydrants, security, health, dining service areas, and from the entrances of all buildings, including steps, stairs, and stoops.
- B. Call to Action: Contractor shall be available for contact on a twenty-four (24) hour day, seven (7) day a week basis. Snow removal personnel and equipment shall be at contracted site for snow removal emergency within a two hour period. The Contractor shall report to the assigned area no later than two (2) hours after notification by the University. The contractor must receive authorization to be released from the site or to be put on stand-by. Contractor must also provide multiple phone numbers with contact people to be called when equipment and/or personnel are called to work. Telephone must be answered twenty-four (24) hours per day. Contractor, subcontractors and labor workgroups must have cell phone communications at all times. Sidewalks must be kept free of ice and snow during regular business hours (normally 8:00 am – 4:30 pm) but must be mindful that the university holds evening classes that will need the same attention. The Contractor pledges that they will have available equipment and manpower necessary to provide adequate snow and ice removal services when called to action. Again, upon notification, the Contractor shall mobilize on campus within two (2) hours. Chart below designate zoning and priority list based on several operational occurrences. The contractor and University shall utilize this chart as baseline to pre-determine priority areas. Priority list is subject to change.

<b>Snow and Ice Removal - Zone and Priority Designations Chart</b>						
<b>Zone #</b>	<b>Areas</b>	<b>Operation Occurrences (Priority Sequence)</b>				
		<b>School Delay</b>	<b>Early Dismissal</b>	<b>Cancellation</b>	<b>Non-Business Hours</b>	<b>Normal Business Hours</b>
1	Dining Halls	6	6	2	2	5
2	Residential Halls	4	5	3	3	3
3	Roadways, Parking Lots, Campus Entrances, General Sidewalks, Facilities Building, President's House	1	1	1	1	1
4	Administration, Public Safety Bldgs., Health/Services Bldgs.	2	2	4	4	2
5	Academic Bldgs.	3	4	5	5	4
6	Sport Annex, Capital Park	5	3	6	6	6
7	Sports Complex, Athletic Fields, Agriculture Ponds	7	7	7	7	7

The above areas considered critical service areas and are to be considered high priority areas based on operational occurrences. Contractor shall keep all areas clean and free of snow and ice to the best of their ability. Contractor shall keep clear all sidewalks and steps, courtyards, parking lot entrances and parking lot drive aisles, etc. Such work shall be performed in a manner to ensure a safe environment while entering and exiting the properties.

Contractor shall clear parking drive aisles in a way as to not block in cars or areas that need to be accessed by night or early morning commuters.

If snow stacking is required, Contractor shall stack the snow away from the above mentioned areas, and in a location that does not impede parking or access to the buildings.

Upon completion of the critical service areas, Contractor shall plow or sweep open parking spaces, with the front areas nearest to the building entrances being the highest priority. If the snow has stopped falling, the Contractor shall continue to plow parking spots as they become available. Non-business hours and cancellation: The Contractor shall clear all parking spots.

Beginning within two (2) hours of the snow event, Contractor shall begin removing snow and ice and must apply deicing agents as required to maintain the required safety level.

The Contractor shall stack snow in designated areas as defined in the Pre-Season Walk-through Meeting.

- C. Equipment and Manpower: The Contractor is required to provide adequate equipment and manpower to remove snow and ice in an expeditious way. All equipment and personnel operating under this agreement shall be in full conformance with Federal, State of Delaware laws and regulations.

Contractor shall take all necessary safeguards and precautions for the protections of the workers and the public. All equipment shall have sufficient lights to provide a high degree of illumination. Further, all equipment shall be equipped with highly visible emergency lighting including but not limited to Federal Beacon Rays or comparable.

Other municipality owned vehicles and/or equipment may not be used.

All vehicles are highly recommended to be outfitted with a GPS Location System. Upon request by the University, the contractor must provide a GPS report detailing/documenting the times and areas covered, if necessary.

**\*It is important to note that there are existing sidewalk areas constructed of brick. The removal of snow from these must be accomplished by snow blower, brush or non-metal blade. Note: At the discretion of the University, the University will provide temporary storage space for contractor equipment and supplies.**

- D. Materials Spreaders: Contractors must have a sufficient number of acceptable material spreaders capable of evenly distributing free flowing granular material (such as road salt and/or treated sand).

- E. Salt:

**Material Specifications:**

Calcium Chloride (NACL) minimum per cent 95.0

Type I, Grade I

Particle size distribution shall conform to ASTM- AASHTOM6

Section 804, except the grading will be:

Sieve Size	Passing
3/8"	100%
# 4	95- 100 %
# 50	5 - 30%

# 100	1 - 10%
# 200	0-4%
Fineness modules: 2.3 - 3.1	

**Contractor shall submit proof; material used meets ASTM section 804 specification.**

**Application Specifications:**

Application rate for Sodium Chloride (Rock Salt) shall be a minimum of 15 lbs. per 1000 sq. ft. for parking lots sites only, unless directed otherwise.

Note: Salt storage in designated locations shall be in an enclosed container or “tarp covered” open top roll off dumpster. Temporary salt storage facility shall be provided by the contractor.

Applications rate shall be adjusted to meet existing surface conditions for each parking lot site.

**Notice: Salts and mixture will need to be authorized in the event of a salt storage. All sand must be removed from the premises at the conclusion of an event in a reasonable time as determined by the University.**

**F. Deicer:**

Deicer shall be used in sidewalks, steps, landing, handicap ramps and patios; no rock salt is permitted on these areas. ONLY SAND shall be used in any “Green Concrete” and newly installed “mortar laid” brick sidewalks/steps and landing.

**Material Specifications:**

Magnesium Chloride (MgCl<sub>2</sub>), exothermic deicer, minimum per cent 46.5

**Application Rate Specification:**

Application rate be **2- 4 oz. per sq. yd.** Material shall be applied evenly over surface. This can be done by calibrated spreaders or by hand scoop. Spreaders should be calibrated to match the photo patterns. If spreading deicer by hand scoop, every effort should be made to apply deicer to match the photo charts and **not in piles, snake patterns or insufficient amounts to so the job.**

**G. Surface Damage, Other Damage:** The Contractor shall be responsible for regrading and seeding all areas in which they caused turf damage as a result of plowing. All other damage caused by the negligence of the Contractor or employees of the Contractor, shall be repaired in a timely manner at the exclusive cost of the Contractor. It is the Contractor’s responsibility to ensure any chemicals used will not damage any sidewalks or roadways. The Contractor and University representative will assess all areas during Pre-Season Walk-Through for existing property conditions. At point of Post-Season Walk-Through, University shall document all property damages due to contractor negligence.

**H. Excess Material:** Contractor will be fully responsible for the clean-up of all excess material remaining after the snow and/or ice has fully melted. This is to include parking lots, all entrances, and sidewalks.

**I. Completion Criteria:** The Contractor shall cease snow removal activities only when the snowfall has ended and all areas for which the Contractor is responsible have been cleared and treated with chemicals and anti-skid. Snow removal will be considered complete when the following conditions have been met for designated areas as directed by the University:

1. Less than 1/4 inch of snow remains on the entire area, including hard-packed snow, or snow and ice.
  2. Snow is removed from the full width of streets and sidewalks to the exterior doorway with no intervening snow at street intersections or parking area entrances to all buildings and dumpsters.
  3. Snow has been removed from the full width of parking areas and pushed and/or removed to designated locations. Unplowed parking spaces shall be cleared as they become available.
  4. Aggregate has been spread to all roads, parking areas, sidewalks and steps as required.
  5. Cleaning and widening shall continue until all other requirements have been met.
  6. With the approval of the University.
  7. Locations of Stacked Snow are accepted by the University.
- J. Snow Stakes and Markers: The Contractor shall place snow stakes and markers (minimum length of 36") in areas to prevent snow removal operators and equipment from potentially hazardous situations (i.e., near electrical equipment, potholes, and curbs) or as directed by the University. Stakes and markers shall be strategically placed and visible to the snow operators at all times. The Contractor shall remove snow stakes and markers at the end of the season.
- K. Responsibilities for Equipment and Driver:  
 The contractor must properly maintain, in excellent working condition, the plowing equipment for the entire contract term. The vehicle must also meet all Delaware State License, Registration and Safety requirements. The contractors must, upon request provide License, Motor vehicle Registration, and Insurance Certificates for their business and their subcontractors at any time during this contract for inspection by the University.  
 The contractor must also supply a fully qualified, licensed and responsible driver for that equipment. The contractor supply the name(s) of the driver(s) for each vehicle upon request.  
 The University reserve the right to reject and disqualify any driver with a history of poor performance. The University also reserve the right to prohibit any driver from plowing a particular run if the driver exhibits behavior which the University inspector believes will result or has resulted in unacceptable performance. The contractor will be immediately notified if the University rejects or prohibits a driver from plowing, and the contractor shall make a replacement driver available within two (2) hours.
- L. Responsibilities for Contract Removal Crew:  
 Contract removal crews must have one crew leader who shall be the contact person for communications, and is responsible for that crew. The contractor shall provide their own tools, equipment and vehicles, such as snow shovels, snow blowers etc.  
 Sidewalks must be kept free of ice and snow during regular business hours (normally 8:00 am to 4:30 pm) except as noted. Contractor must apply melting compounds in sufficient time to ensure clean, safe sidewalks during peak use periods ( 8:00 am and 4:30 pm) except as noted will be the contractor's responsibility to remove the snow in all areas that are no accessible to the University's motorized snow removal equipment such as but not necessarily exclusive to steps, landing, porches, door accesses, loading docks, handicap ramps to roadways, handicap lift ramps, around gas/fuel pumps, concrete islands per pedestrian walk accesses, mail/ loading drop offs, curb cut where applicable and sidewalk less than six feet wide. All snow shall be completely removed from the handicap ramps. No snow shall be piled up in front of loading dock areas and snow shall be removed four (4) feet out from all garage doors. The Division of Facilities Management will be responsible for all other areas of the site accessible by motorized snow removal equipment. The transition zone between the contractor's responsibility and the University's responsibility in no case shall be left without having the snow removed by the contractor. The contractor's crew leaser shall be responsible for seeing that all locations contracted at the facility have been completed before leaving the site.

**M. Responsibilities before Snow Season:**

It is the contractor's discretion to install marker stakes to identify roadway edges, curbs, grass areas, plant material, manhole covers, fuel fill cap, parking lot drains, above ground utility equipment or an area that may not be identifiable during a snowstorm at no cost to the University.

The contractor shall visit all site locations with his subcontractors to inspect the lay of the site, identify areas of concern and plan for snow storage. A Delaware State University representative will be available if necessary.

Contractors will be responsible for completing a walk thru prior to the season and at the end of season for all locations awarded with a representative from the University. A comprehensive contractor generated report will be completed and signed by both parties.

**N. Responsibilities during Snow Season:**

The Contractor will maintain a system whereby the University can contact the contractor at a specified telephone number for 24 hours, 7 days a week. The University may ask that the vendor put personnel on a standby basis.

Be prepared to start plowing each site at the time designated by University

- a. The University will under normal circumstances allow approximately two (2) hours between notification and the start time.
- b. Standby is defined as a University representative giving authorization to a vendor to remain at a location. A University representative will also authorize the release of the vendor from that location.

**Responsible during a Snow Plow Run:**

Once a snow run has been requested, the contractor must:

1. Arrive at the designated facility at the designated start time. This will under normal circumstances be approximately two (2) hours after verbal notification from the University
2. The contractor shall immediately notify the University representative of changing weather or pavement conditions in their geographic area that may impact the removal of snow in the area.
3. Additional caution must be taken when plowing or spreading salt during business hours. In no case shall vehicles be plowed in or salt spread when pedestrians are within range. Contractor must adjust salt spreader to minimize the chance of salt hitting vehicles or landscape plants nearby.
4. Contractor must notify the University representative if equipment or vehicle becomes out of service and advice how this will impact the target completions time for the assigned facilities. The University reserves that right to hire additional contractors if out of service equipment impacts the final results.
5. In the event of back-to-back runs, the contractor must obtain authorization from the University before starting a second run.
6. Piles of salt spilled by accident shall be removed or evenly spread on the pavement during "run".
7. Contractor is responsible for providing all maintenance of traffic (MOT) devices including but not limited to barricades flagmen and/or tailing vehicles with emergency lights when removing snow or ice in heavy traffic areas. The closing off streets or parking lots shall be first approved by the University.
8. Delaware State University shall provide a priority list if the sequence the sites will be plowed for their locations.

9. If the contractor or its subcontractor becomes involved in an accident with a vehicle, pedestrian or property damage, they must call the University's police department (302-857-7911) and then notify the University representative immediately.

10. No spreader equipment is to be filled with material in grass areas or landscape beds.

**O. Responsibilities to Receive Payment:**

In order to receive payment for a snow run the contractor must submit a completed invoice to the University.

The University will not pay for any run which has not been authorized by the University representative.

Invoices must state the type of services performed for each location (e.g. plowing, salting, stand-by time, and shoveling and/or magnesium chloride application.) It must include the name of the facility, date and time the snow run was authorized and by whom. Materials, such as road salt for pavements and magnesium chloride or sand for sidewalk must be listed as separate totals.

**P. Responsibilities for damages:**

The contractor is liable for damages including but not limited to signage, curbs, sidewalks, curbramps, sod, shrubbery, trees and structures, stormwater management ponds, parking stops (bumpers), utility access covers, etc. which were caused while plowing under this contract. The contractor must repair all damage for which they are liable as determined by the University.

1. All damages identified by inspection of the University on or before March 15<sup>th</sup>, must be repaired by March 30<sup>th</sup>, of the respective year.
2. All damages filed by the University after March 15<sup>th</sup>, must be repaired within fifteen (15) days of notification.

Damages to windows, trap doors and other items, which may cause a safety hazard, must have temporary repairs made immediately and permanent repairs within forty-eight (48) hours of notification. Damages to automobiles and auto accidents must be reported immediately to the University.

If repairs are not completed in a satisfactory and timely manner, the University will have the right to cause repairs to be made and to recover costs, and otherwise retain amounts from the last trip owed the contractor to cover the University costs.

If the contractor's equipment fails, at any time, to meet the approval of the University, the University will have the right to order such equipment off the job.

Should the University notify the Contractor that any contractor's employee is insolent, disorderly careless, unobservant of instruction or in any way a detriment to the satisfactory performance of these services, such employee shall be ordered off the job at once and thereafter shall not be allowed to engage in any part of the services. The contractor must remove the employee immediately and have an alternate employee in place within 2 hours.

At any time during the term of the contract, the University Representatives will have the right and privilege to inspect the contractor's equipment and such equipment shall be made available for inspection within twenty-four (24) hours after request. The equipment shall be kept and maintained by the contractor in excellent working order and ready to start immediately at all times for the duration of the contract.

**Q. Responsibilities of University:**

The University acknowledges and accepts the importance of its role in making this contract work smoothly and accepts the responsibility for fulfilling the following obligations to the best of its ability:

Maintain and encourage full communication with the contractor.

Inspect vehicles in a timely manner at times mutually agreed upon with the contractor.

Provide as much lead time as possible when calling for a run. In general, the University will give approximately a two (2) hour notification unless there is the need for back-to-back runs or immediate runs due to severe conditions.

Provide a line of communication around the clock during snow emergencies, and maintain a log of calls between the University and the contractor. The University representative will place calls for service, coordinate inspectors and sign-off vehicles where appropriate as quickly as possible.

Make payment within thirty (30) days of receipts of a properly executed invoice. If there is a dispute about the amount owed, the University will approve payment of the amount not in dispute within thirty (30) days and withhold the disputed amount until resolution of the dispute. However, the University will retain the final run payment until all contract provisions have been met.

R. Equipment Specifications- Vehicle:

The contractor shall have at his disposal, snow removal equipment in sufficient numbers to maintain all contracted sites in a safe and timely manner.

The equipment furnished under this contract must be in compliance with the following specifications and in full comply with any and all applicable Motor Vehicle Laws of the State of Delaware including showing a valid Delaware registration.

The University reserves the right to reject any equipment that is not in acceptable working condition as determined by the University Representative. The University further reserves the right to reject any piece of equipment that does not pass State administered inspections and road tests and comply fully with this specification at any time during the term of the contract.

The bid price shall include the cost of furnishing the operator, insurance, repairs, operating expendables, ballast (if the truck is not equipped with radial tires), fuel, lubricants and all other costs related to the operation of the equipment. The University will not provide ballast.

S. University Plowing Requirements:

The contractor is responsible for locating fire lanes, handicap ramp entrances, curb cuts, parking lot drains and plant material. Snow shall not be stored in these areas. The storage of snow from a heavy snow should be, if possible, stored next to an open drain or on the low side of the parking lot to reduce freezing run off.

Sites included in this contract may require the snow to be hauled off the site when authorized by the University.

Parking spaces should be cleared to the curb and snow pushed in such a way to minimize the use of parking spaces for snow storage.

Snow plow blade angle should be used in a way to prevent parked vehicles from being blocked in by snow.

Parking lots occupied by vehicles during a snow storm shall have parking lot throughways and driveway cleared to allow for egress of vehicles.

The contractor is responsible for identifying sites with parking bumpers and to use caution while removing snow near them to prevent damage.

Requirements for sidewalks, steps, handicap ramps curb cuts and landing:

Sidewalks, steps, handicap ramps, and landings may be cleaned with power or hand equipment. Track-off mats at building entrances should be removed, cleaned of snow/ice and placed back into original position. To prevent damage to the mats, it is the contractor's responsibility to identify the facilities that have track-off mats at their entrances before snow removal begins. The removal of snow from steps should also include the removal of snow sticking to the riser of the steps. Handicap ramps must be completely cleared of snow and ice. No piles of pushed snow shall remain on any portion of ramps.

All exterior doors shall be cleared of snow whether there is a sidewalk leading to them or not.

During ice storms, use caution in removing ice from steps, ramps and sidewalks to prevent damage to the surface.



Report to the following University Representative immediately:

If you are unable to start plowing at the appointed time;

If equipment breaks down while plowing;

If any facility cannot be plowed and the reason why;

If any damage is done to other vehicles or property;

When run is completed.

**T. Snow Stacking/Staging on DSU Property:**

Contractor may also stage equipment on-site during the snow season for equipment solely used in the snow removal and ice control activities performed on the DSU property. DSU and Vendor shall agree to and note location to stage equipment on the site plan during the pre-season walkthrough meeting. NOTE: DSU shall not be held liable for any damage, loss or claims resulting from DSU's accommodation to allow on-site storage of Contractor's equipment. DSU reserves the right to have Contractor relocate or remove equipment from the site. Contractor shall not perform maintenance activities on-site for any equipment building or staged. At the end of the season or no later than March 1 and/or the end of the snow season, Contractor shall remove all equipment staged on site.

When stacking snow, care shall be taken to avoid damaging landscape. Any landscaping that is damaged as a result of stacking will be repaired/replaced at Contractor's expense.

Contractor shall be responsible for complying with any and all local ordinances applicable to maximum height and locations for stacking snow.

Contractor shall keep drains clear and stack snow in higher areas to promote drainage.

Sidewalk Equipment: Contractor shall use non-steel tipped blades when plowing concrete sidewalk areas, contractor is encouraged to use alternative equipment to minimize rust stain damage to concrete sidewalks and curbs.

Contractor may not utilize equipment larger than a skid steer on sidewalks

**U. Ice Control:**

Call to Action above for specific expectations.

Magnesium Chloride, (pellet or liquid), or equivalent, will be required on front sidewalks and any area within fifty (50) feet of entrance doors. Alternative de-icing product can be used in general areas.

No limit on minimum expected accumulation for this service to begin other than conditions must be hazardous enough to form ice. Contractor may pre-treat at its discretion to address conditions.

Contractor shall comply with local ordinances relating to specific de-icing agents that can and cannot be used and shall assume the full responsibility for determining permissible de-icing agents from governing bodies and complying with these ordinances.

Contractor is responsible to secure adequate supply of deicing agents, including but not limited to salt, sand and/or chemical treatments.

**Contractor Duties and Responsibilities**

Contractor shall perform services in a safe and professional manner and comply with all applicable federal and state OSHA regulations and guidelines.

Contractor shall perform all of its snow and ice control services in such a manner so as to not unreasonably interfere with business operations.

Contractor's employees shall, at all times, be under the direct control of a supervisor whose responsibility it is to ensure that their employees perform all duties in accordance with the standards set forth in this document and in a professional manner. DSU has a zero tolerance level for unprofessional behavior and language. Contractor and its employees and or preapproved subcontractors performing work on DSU property are expected to perform in a professional and

courteous manner. Failure to do so shall result in actions being taken against the Contractor including but not limited to removal from the campus for the offender and/or contract termination.

A member of the Contractor's management team shall perform quality inspections, including a minimum of 5 digital pictures per snow event. These inspections shall be made during or immediately following a storm event. The inspection report shall be provided upon request by DSU within 48 hours via email to DSU Facilities Management Leadership.

It is the responsibility of the Contractor to ensure all local ordinances are known and complied with when performing services, to include items such as; fire lane accessibility, overnight noise ordinances, city sidewalk ordinances, bio-filtration ponds, forbay micro pools, constructed wetlands, wet/dry ponds and egress/ingress issues.

It is the responsibility of the Contractor to understand and adhere to all local and state environmental regulations for snow stacking and storage of salt or other agents used in de-icing.

It is the responsibility of the Contractor to remove any minor debris that is incapacitating them from performing the duties assigned within this contract.

1. Contractor shall utilize appropriate products appropriate to meet the temperature and precipitation conditions for each event (snow, freezing rain, sleet, black ice etc.).
2. Contractor shall provide a list of equipment, and labor to be utilized on campus per event. This will be discussed in detail in the pre-weather meeting.
3. Contractor must provide a matrix of the materials they propose to utilize, based upon varying conditions to demonstrate that they understand the snow and ice removal process. (Sand, aggregate, calcium chloride, sodium chloride, magnesium chloride etc.)

#### V. Pre-Season Walk-Through Meeting:

Contractor shall inspect all included areas with DSU Facilities Management by November 9. At this time, the DSU representative and the Contractor shall note the following items on the Site Plan: (1) Existing damage: sidewalks, curbs, signs, planters, light poles, asphalt and landscaping, (2) Stacking/storage areas: on pavement and grounds. Snow will be stacked/staged on site in a manner that will maximize available parking and avoid any distractions and safety issues.

Deadlines for the pre-season meeting shall be set by DSU Facilities Management and communicated to the Contractor via email thirty (30) days prior to deadline. Photographs of existing damage and documentation on the Pre-Season Field Inspection must be given to DSU (via e-mail upon request within 48 hours to DSU Facilities Management Leadership along with a color scanned copy of site plan showing included areas and snow storage areas.

Site plan will define perimeter of area to be maintained. Details within boundaries shall be finalized at Pre Season Walk-through Meeting.

#### W. Post Season Walk-Through Meeting:

Contractor and DSU shall survey all areas to identify any damage caused by the Contractor. Contractor shall complete all such repairs at its sole cost and expense. Walkthrough meeting shall be completed within 30 days of final snowfall of the season. Prior to pre-season walkthrough visit, contractor shall contact DSU Facilities Management to coordinate visit.

Contractor is responsible for removing and cleaning excess salt and sand.

The Post Season Field Inspection and the photographs created in the Pre-Season Walk-through will be used to resolve any discrepancies/disputes in what damage was caused, if any. Absence of documentation will be construed against contractor.

A DSU Representative may perform periodic checks during season on parking lots and report any damages to Contractor.

All damages shall be repaired or rebuilt to a condition at least equal to the condition prior to the commencement of services for the then current contract period. Such work shall be performed at no additional cost to DSU and to DSU's reasonable satisfaction.

All such repair work shall commence within thirty (30) days after the Post Season Walk-Through Meeting and shall be diligently pursued to completion. In the event that the Contractor shall not have commenced with such repair and restoration work within the 30 day period DSU shall have the right to self-perform any and all cure activities required to rebuilding the site improvements to a condition equal to the condition such improvements were in immediately prior to the commencement of the season and recover all such costs from the Contractor. DSU reserves the right to pursue recovery of such costs through any means available to it including but not limited to offsetting such costs from any amounts that may be due and payable to Contractor.

**X. VENDOR BUSINESS REVIEWS:**

At DSU Facilities Management's discretion, Contractor will participate in annual, or as required, Contractor Business Reviews with DSU Facilities Management. Vendor business reviews will be coordinated by DSU Facilities Management.

Contractors' performance will be reviewed by factors including but not limited to: quality of services provided, timeliness of service provided, timeliness and accuracy of billing, and work order management.

Contractor is responsible for retaining work order data and Site Visit Reports for all assigned locations. This data may be utilized for Vendor Business Reviews. Contractor is responsible for filling out forms in which information which may be needed regarding current performance and status.

Metrics may be updated/changed at DSU's discretion to more accurately reflect performance of Contractor. DSU will partner with Contractor if any changes are to occur and to communicate any updated documents/metrics.

Critical Vendor Reviews will be performed on an as needed basis upon notice to the Contractor. A Critical Vendor Review is a meeting held as a result of Contractor's repeated or significant failure(s) at one or several buildings where indications would be that it has failed to meet the Scope of Work requirements. DSU reserves the right to require an in-person meeting with appropriate business level partners.

**Y. PENALTIES FOR NON-COMPLIANCE OF EXPECTATIONS - KEY PERFORMANCE INDICATORS:**

Contractor will be notified by DSU Facilities Management if the services outlined in Scope of Work were not completed to expectations and will be given two (2) hours from issuance of the notice to complete the services. Non-compliance Penalties may be imposed after 1.) Expiration of the two hour commences to cure period and Contractor has continually failed to address the non-compliance infraction; and 2.) Second occurrence of non-compliance (any aspect) at the same location during the same snow season.

Snow removal and ice control at DSU properties is business critical. DSU and Contractor will review noncompliance on a case-by-case basis. All Penalties will be applied per location, per event. Non-compliance Penalties are based on the snow and ice control specifications provided herein. Any Penalties levied shall not limit Contractor's liability related to property and personal injury.

Any Penalties assessed against the Contractor will be a monetary fee per event per location based upon severity of the failure as determined by DSU. Repeated failures are not acceptable to DSU and may result in termination, as determined by DSU in its sole and absolute discretion.

Any failure by Contractor to perform and deliver the results outlined in this agreement that cause DSU to incur additional expenses will be deducted from Contractor's payment including an administrative fee.

**Z. CHANGES**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the

Vendor's compensation, which are mutually agreed upon by and between the University and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.