



Data Service Center

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New Castle, DE 19720
www.dataservice.org

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March 7, 2014

RE: RFQ Number: 2-14-27

**RFQ Title: Environmental Design, Inspection, Monitoring,
Laboratory Analysis & Training – Red Clay
Consolidated School District**

Date/Time of RFQ Opening: April 9, 2014 at 2:00 PM

The Data Service Center will receive sealed proposals for the above referenced bid until the time and date stated above when they will be publicly opened in the Data Service Center, 168 S Dupont Highway, New Castle, DE 19720 (phone 302-504-7200).

Enclosed are General Instructions to Bidders and Specifications, which I strongly encourage you to be fully aware of when submitting a proposal. The General Instructions to Bidders, Special and/or Specifications are to be returned only if you wish to take exception to anything contained therein. You should retain these documents (or copies) for information in the event you are a successful bidder.

If you have any questions concerning the enclosed information, please contact me.

Sincerely,

Emily L. Ryan
User Support Analyst
Central Bidding Department

DATA SERVICE CENTER

CENTRAL BIDDING DEPARTMENT

COLONIAL SCHOOL DISTRICT
RED CLAY CONSOLIDATED SCHOOL DISTRICT

GENERAL INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A PART OF EACH CONTRACT OR PURCHASE ORDER. BEFORE SUBMITTING ITS BID, THE BIDDER MUST REVIEW ALL INSTRUCTIONS AND SPECIFICATIONS. A BIDDER'S MISINTERPRETATION OR IGNORANCE OF SUCH INSTRUCTIONS OR SPECIFICATIONS WILL NOT EXCUSE THE BIDDER FROM COMPLYING WITH THE INSTRUCTIONS AND SPECIFICATIONS. THE BIDDER MUST ALSO REVIEW APPLICABLE STATE LAWS. IF THESE INSTRUCTIONS OR THE BID SPECIFICATIONS ARE INCONSISTENT WITH STATE LAW, STATE LAW SHALL CONTROL.

NOTE: "District(s)" refers to the Colonial and Red Clay Consolidated School Districts, individually or collectively as indicated in the Special Instructions or Specifications.

1. BID PROPOSALS

Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder. A Request for Bids for Red Clay Consolidated, and/or Colonial School Districts received from any source other than the Central Bidding Department may not be complete or current. When you are made aware of an existing Request for Bid, you should contact this office for the bid documents.

All Bids must, prior to the time set for the public opening, be returned to the Data Service Center, Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, in the enclosed pre-addressed envelope with the bidder's name, bid number, and time and date of the bid opening appearing on the envelope. All bids must be in sealed envelopes.

2. "RFP" - REQUESTS FOR PROPOSALS

When the use of competitive sealed bidding is either not practicable or not advantageous to the District, a procurement may be effected after receipt of a response to a "Request For Proposal" ("RFP"). The "RFP" differs from a "Bid" in that offerors submitting proposals may be afforded an opportunity to discuss and revise proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals reasonably likely to be selected for award.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process. The award shall be made to the offeror(s) whose proposal is most advantageous to the District(s), taking into consideration the evaluation factors set forth in the RFP. The award may be made upon criteria which do not include price.

3. PRE-BID MEETINGS

In the case of any public works contract for the construction, re-construction, alteration or repair of any public building or other public improvement of any District, there shall be a meeting of all prospective bidders and of the District called by the District upon reasonable notice and at a place and time stated in such notice which meeting shall be at least 15 days before the date for the submission of bids (29 § 6962(d)(10)a Delaware Code).

Pre-bid meetings for non-public works contracts and for public works contracts that do not exceed \$50,000 in value, and attendance requirements for such meetings, shall be at the discretion of the District(s).

4. DELIVERY OF BID PROPOSALS

Sealed Bid Proposal must be received in the Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the Central Bidding Department prior to the time set for the Bid Opening. The District(s) accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the Central Bidding Department by the time set for the Bid Opening will not be considered.

5. BID OPENING

Bids will be publicly opened in the Office of Central Bidding, Data Service Center, 168 S. Dupont Highway, New Castle, DE 19720 or other designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. Additional information shall be disclosed at the discretion of the Districts.

The contents of any "Request For Proposal" will not be disclosed at an opening so as not to interfere with the negotiation process. Only the names of those submitting proposals shall be revealed.

6. POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

Title 29 § 10003 Delaware Code Freedom of Information Act

- (a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expeditiously as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.
- (b) It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)

A. Examination of Contract File

Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the Central Bidding Office. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

B. Requests for Bid Tabulations

Copies of a bid tabulation may be obtained from the Data Service Center either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.

C. Copying Fees

The Data Service Center reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the Data Service Center prior to receiving the copies.

7. STATUS OF PROPOSALS

- A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.
- B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the Manager of Central Bidding prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.
- C. Waiver - The District(s) reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District(s).
- D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District(s) rejects the exception.

8. AWARDING OF BIDS

- A. The District(s) reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District(s) to be in its best interest.
- B. The District(s) reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District(s) to make such an award and the criteria for such an award.
- C. The District(s) reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes conditions, or where the individual bidder should receive a total award of less than \$500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District(s).
- D. In the event of tie bids, the District(s) will decide which bidder is to be awarded the contract by any criteria of its choice.
- E. The contract shall be awarded by the District(s) and its Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

9. BID DEPOSIT

All bid deposits are waived for contracts valued at less than \$25,000.00. Deposits are required for contracts for materials or services in excess of \$25,000.00 unless the bid specifications state that bid deposits are waived. All public works contracts in excess of \$50,000.00 require a deposit. All bids shall be accompanied with a deposit of either a good and sufficient bond to the State of Delaware for the benefit of the District involved, with corporate surety authorized to do business in this State, for a sum equal to 10% of the bid, or in lieu of the bid bond a security of the bidder assigned to and approved by the District. Bidders are advised that they may obtain written confirmation from the Data Service Center for the acceptance of a security deposit other than a bond, prior to the submission of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. All bidders shall submit a separate bid deposit for each proposal. Where all four (4) Districts are named in a proposal, a single bid deposit drawn to the order of the Brandywine School District, will be acceptable. Upon the execution of a formal contract and necessary bonds, the bid deposit will be returned to the successful bidder. The deposit of the unsuccessful bidders will be returned to them immediately upon the awarding of the contract, or the rejection of all bids.

10. FORMAL CONTRACT AND/OR PURCHASE ORDER

- A. The successful bidder shall execute the formal contract, and also the required bonds, within twenty (20) days after the award of the contract. In the event any successful bidder refuses or neglects to execute a formal contract or required bond within (20) days of the awarding of the contract, the bid deposit of the successful bidder may be taken and become the absolute property of the State for the benefit of the named District(s), as liquidated damages, and not as a forfeiture or as a penalty, and shall be deposited with the State Treasurer, and the District(s) will award Contract to the next lowest bidder or re-advertise for new bids. The District(s) will proceed to collect on the bid deposit. The District(s) waives all formal contracts on contract awards of less than \$5,000.00; the obligations of the bidder shall be set forth in the bid specifications, these General Instructions, and any special instructions. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District(s), properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.
- B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.
- C. If a bid is submitted to more than one District, each such District awarding the bid shall enter into a separate contract with the low, qualified bidder.

11. PERFORMANCE AND PAYMENT BONDS

- A. Performance and payment bonds are required for materials or non-professional service contracts, unless reduced or waived as stated in the bid specifications. Contracts for less than \$25,000 may contain a waiver of the bond requirement provided the successful vendor posts with the State an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such letter of credit or other security shall be issued for a term commencing simultaneously with the execution of the formal contract and terminating no later than 3 years, subsequent to the date of delivery of such material or non-professional service or to the extent of the warranty period, whichever is greater. In no event shall such security expire without the express written approval of the State. When required, the successful bidder shall simultaneously with the execution of the formal contract, execute a good and sufficient Performance and Labor and Materials bond to the State of Delaware for the benefit of the District(s), with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price.
- B. Performance and payment bonds are required for public works contracts. The successful bidder shall simultaneously with the execution the formal contract, execute a good and sufficient Performance and Labor and Materials Bond to the State of Delaware for the benefit of the District(s) with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price. Contracts may contain a waiver of the bond requirement, provided, however, that the successful bidder post with the contracting Agency an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such security shall be subject to the terms and conditions of the contracting District.
- C. The bond when required shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal and specifications at the time, and in the manner prescribed by the contract and specifications including the payment in full to every person furnishing materials or performing labor in the performance of the contract, of all sums of money due him for such labor or materials. The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the District(s) from all cost, damages, and expenses, including attorneys fees, growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the contract.
- D. The District(s) will, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid to the State Treasurer for the credit of the District(s).

- E. Every person furnishing materials or performing labor under the contract for which the successful bidder is liable may maintain an action on the bond for the subcontractor's or supplier's own use in the name of the State, in any court of competent jurisdiction, for the recovery of such sum or sums as may be due such person from the successful bidder, but if the bond so provides, no suit shall be commenced after the expiration of one (1) year following the date on which the successful bidder ceased work on the contract. Otherwise, suits may be commenced at any time within three (3) years following the date the last work is done on the contract.
- F. The performance and payment bond shall include a provision that the Surety shall have the right to participate in any arbitration proceeding which may involve liability under the bond, and that the arbitration award in any such arbitration proceeding shall be binding on the Surety.
- G. No person or surety, in any action brought under this section, or on the bond required by this section, shall assert as a defense to such action, the claim that the bond given pursuant to this section contained a limitation or restriction not provided for by this section.

12. FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District(s) will terminate the contract and proceed to award a new contract in accordance with the provisions of Chapter 69, Title 29 of the Delaware Code, or may require the surety on the performance bond to complete the contract in accordance with the terms of the performance bond.

Should a contractor/supplier fail to perform under the conditions of this contract, the District(s) reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

13. CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES: SUBCONTRACTING LIMITATION

Any public works contract, the probable cost of which exceeds \$100,000, for the construction, reconstruction, alteration, or repair of any public building of the State or any agency or governmental unit within the State, shall, in addition to the other requirements of this chapter be subject to the following provisions.

- A. Such contract shall be awarded only to a bidder whose bid is accompanied by a statement containing for each subcontractor category set forth in the "listing" as provided in §6962(d)(10) of this Chapter, the name and address (City or Town and State only - Street Number and P.O. Box addresses not required) of the subcontractor whose services he intends to use in performing the work or in performing the work and providing the material, for such subcontractor category. No bidder for such a contract shall list himself in any accompanying statement as the subcontractor of any part of the public building unless the bidder, in addition to being licensed as a contractor of the State, shall also be recognized in the industry not only as a prime contractor but also as a subcontractor or contractor in and for any such part of parts of such work so listed in such accompanying statement.
- B. Neither the State nor agency nor governmental unit shall accept any bid for such a contract or award any such contract to any bidder, as the prime contractor, if the bidder has listed himself as the subcontractor for any subcontractor category set forth on the "listing" as provided in §6962(d)(10) of this Chapter, unless it has been established to the satisfaction of the awarding agency that the bidder has customarily performed the specialty work of such subcontractor category by artisans regularly employed by the bidder in his organization, that the bidder is duly licensed by the State to engage in such specialty work, if the State required such licenses and that the bidder is recognized in the industry as a bona fide subcontractor or contractor in such specialty work and subcontractor category. Illustrative only (and not intended to be exhaustive) of typical subcontractor categories involving their own respective types of specialty work, are plumbing, electrical wiring, heating, roofing, insulating, weather-stripping, masonry, bricklaying, and plastering. The decision of the awarding agency as to whether a bidder who lists himself as the subcontractor for a subcontractor category set forth in the "listing" as provided in §6962(d)(10) for such subcontractor category, shall be final and binding upon all bidders, and no action of any nature shall lie against any awarding agency because of its decision

in this regard.

- C. After such a contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth in the statement which accompanied his bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the subcontractor in question whose name is listed in the successful bidder's accompanying statement (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.
- D. Such a contract shall contain a provision for withholding from or requiring the payment by, the successful bidder of a penalty, the amount to be determined by the agency, for the failure to utilize any or all the subcontractors set forth in the successful bidder's accompanying statement in the performance of the work on the public building contemplated by the contract. Any sum so withheld from or paid by the contractor for any such failure may be remitted or refunded, in whole or in part, by the agency awarding the contract, but only in the event it is established to the satisfaction of the agency, that the subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted under this section unless application therefore is filed within one year after the liability of the successful bidder accrues. If any such application for refund of any sum paid as a penalty is denied, or if no application for refund is filed within the period provided herein for filing an application, such sum shall revert to the State.
- E. Any contract for a public works project may include a provision that the successful bidder on a specialty contract perform, at a minimum, a fixed percentage of the work up to 50% of the total contract bid. Factors to be considered by the awarding agency in setting the required percentage of amount of work the successful bidder must perform may include the degree of difficulty involved in the agency's administration of the work covered under the terms of the contract; the degree of specialty work contemplated in the contract and the time period required in which to complete the public works project. The terms of the contract shall so specify reasons for the stated percentage in its general terms and conditions.

14. WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY PREVAILING WAGE RATES: PENALTY

- A. The specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average wage paid to all employees reported.
- B. Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.
- C. Every contract based upon these specifications shall contain a stipulation that sworn payroll information, be maintained and produced at the request of the Department of Labor.

- D. The Department of Labor shall investigate all claims that the prevailing wage rates as provided for under this section are not being or have not been paid. Upon finding that an employer has not paid or is not paying the prevailing wage rates, the Department of Labor shall notify the employer of the violations by certified mail and make an effort to obtain compliance. Upon failure to obtain compliance within 15 days of receipt of said certified mail, the Secretary may terminate all rights of the employer to proceed with the work under the public construction contract, and the employer shall be responsible for all damages resulting therefrom.
- E. Any employer who knowingly fails or refuses to pay the prevailing wage rates provided for under this Section, or who fails to submit payroll reports or post notice of the wage rates which apply to the project shall, for each such violation, be subject to a Civil Penalty of not less than \$1,000 nor more than \$5,000 for each violation. No public construction contract in this State shall be bid on, awarded to, or received by any contractor or subcontractor, or to any person, firm, partnership, or corporation in which such employer has an interest who, within two years after entry of a judgment pursuant to this chapter, is adjudicated in violation of this chapter in subsequent proceeding, until three years have elapsed from the date of the subsequent penalty judgment. A Civil Penalty claim may be filed in any court of competent jurisdiction.
- F. Any laborer or mechanic employed by any employer, or the Department of Labor on behalf of any laborer or mechanic employed by any employer, who is paid in a sum less than the prevailing wage rates provided for under this section shall have a right of action against the employer in any court of competent jurisdiction to recover up to treble the difference between the amount so paid and the prevailing wage rate. Such action may be brought by the Department of Labor in the name and for the benefit of the laborer or mechanic with or without an assignment of the claim from the employee, the Department of Labor shall have the power to settle and adjust any such claim to the same extent as would the aggrieved employee. It shall not be a defense to such action that the underpayment was received by the laborer or mechanic without protest. Upon the filing of an action under this section, the employer shall post suitable bond approved by the court for the damages which may be recoverable thereunder. Any judgment entered for plaintiff shall include an award for reasonable attorney's fees and costs of prosecution.
- G. Any wages collected under this chapter, but not claimed by the employee within 1 year from the date of collection, shall be retained by the Department of Labor for enforcement purposes.
- H. No action to recover wages and damages under this section shall be brought after the expiration of 2 years from the accruing of the cause of action.
- I. Whenever any person shall contract with another for the performance of any work which the contracting person has undertaken to perform, he or she shall become civilly liable to employees engaged in the performance of work under such contract for the payment of wages, exclusive of treble damages, as required under this section, whenever and to the extent that the employer of such employees fails to pay such wages, and the employer of such employees shall be liable to such person for any wages paid by him under this Section. If pursuant to this Subsection (I) a person becomes civilly liable to employees of another, such liability shall not constitute a violation of this Section for purposes of the termination, civil penalty and debarment provisions of Subsections (D) and (E) of this Section.
- J. A contract manager shall be responsible for monitoring compliance with this Section, but shall not become civilly liable to the same extent as the contracting person. For purposes of this Section, "contract manager" means any person who performs the function of the contracting person without becoming a party to the contract of performance, but rather contracts with the recipient of the goods or services to act as his/her agent. A contract manager who knowingly fails or refuses to monitor compliance with this Section shall, for each such failure or refusal, be subject to a Civil Penalty of not less than \$100 nor more than \$500. A Civil Penalty claim under this subsection may be filed in any court of competent jurisdiction. A contract manager's liability for a Civil Penalty pursuant to this Subsection (j) shall not constitute a violation of this section for purposes of the termination, civil penalty and debarment provisions of Subsection (D) and (E) of this Section.

15. PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

16. NON-DISCRIMINATION

In performing this work the successful bidder agrees to the following:

- A. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

17. EQUAL OPPORTUNITY EMPLOYER

The named School District(s) is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

18. INSURANCE - LIABILITY

The successful bidder shall maintain, at its expense, the following insurance:

A. Public Liability and Automobile Liability Insurance

- 1. The policy is to be provided for both the owner and the contractor.
- 2. Minimum coverage for bodily injury shall be \$500,000 for any one individual and \$1,000,000 for any one accident.
- 3. Minimum coverage for property damage shall be \$500,000 for any one accident.
- 4. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.
- 5. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.
- 6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

B. Builders Risk Policy

- 1. The builders risk policy shall be an all risk coverage policy.
- 2. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."
- 3. On new construction or complete additions, the policy will be carried on a completed value basis.

4. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.
5. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.
6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

C. Worker's Compensation Including Employee's Liability

1. Minimum limit on Employee's Liability to be \$100,000 minimum limit for all employees working at one site.
2. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

D. Boiler Insurance

1. If a new boiler is started prior to acceptance of the installation by the owner, the contractor must carry boiler insurance until acceptance by the owner.
2. Minimum coverage for boiler insurance of bodily injury will be \$1,000,000. For property damage the minimum coverage will also be \$1,000,000.
3. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

Contractor 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 Contractor'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 Contractor in their negligent performance under this Contract.

The Contractor 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 Contractor is an independent contractor and is not an employee of the State.

During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
and b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or d) Product Liability	\$1,000,000/\$3,000,000

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

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury) \$100,000/\$300,000
- f) Automotive Property Damage (to others) \$ 25,000

Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in the scope of work to be performed.

The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

19. LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS

In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in Delaware Code Title 30, §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site(s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of \$50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with, the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such license compliance shall be as determined by the School District(s) or their designee.

All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 §6962 prior to submitting a bid.

NOTE: Contractors and subcontractors bonding and licensing requirements were amended by HB585 and as of January 1, 1987, require the following:

- A. Bidders shall obtain and comply with the Delaware Department of Revenue's Technical Information Memorandum 88-10 dated December 29, 1986. This Technical Information Memorandum constitutes the Division of Revenue's Regulations with regard to contractor licensing and bonding requirements under the amended statutes. These Regulations are promulgated pursuant to 30 Del. C. §2103(b).

B. 30 Del. C. §375 Requirements:

1. Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the State of Delaware in which either:
 - (a) The single contract or subcontract totals \$20,000 or more; or
 - (b) The contract or subcontract is a "cost-plus" contract whose estimated cost-and-profit totals \$20,000 or more; or
 - (c) The aggregate of two or more contracts or subcontracts in a calendar year totals \$20,000 or more.
2. The Division of Revenue will accept cash bonds, which may be paid by check, on contracts not exceeding \$100,000.
3. The contractor's bond shall be filed before construction commences on any contract upon which a bond is required pursuant to 30 Del. C. §375, as outlined in Paragraph (a-c) above.

C. For licensing requirements, penalties, definitions, information filing, and other requirements, bidders shall refer to Technical Information memorandum 86-10 and to the referenced sections of the Delaware Code. For additional information call 1-800-292-7826.

20. WAGE SCALE - PREVAILING

When the schedule of prevailing wages is not attached, it is the responsibility of vendors to obtain it from the Delaware Department of Labor, 820 North French Street, Wilmington, DE 19801.

21. PATENTS, TRADEMARKS, AND COPYRIGHTS

The supplier shall hold free of any liability, the School District(s) and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

22. COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District(s) shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

23. TAXES - EXEMPT

Since the School District(s) is exempt, prices quoted shall not include Federal taxes or State of Local taxes. Tax Exemption number is 51-6000279.

24. TRADE DISCOUNTS

All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) Specifically requested in that manner; (2) A copy of the referenced price list accompanies the bid.

25. COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District(s) by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

26. INTERPRETATION OF SPECIFICATIONS

Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Office of the Supervisor of Central Bidding of the District(s). Questions received less than three working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

27. EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site, and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District(s), the required results at no expense to the District(s).

Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error after the contract is awarded.

28. BRAND NAMES AND APPROVED EQUAL

A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District(s).

B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District(s) shall have the right to select any brand or model referenced.

Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.

C. The Board of Education of the District(s) shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified. If additional information is required, contact the Central Bidding Department.

D. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

29. SAMPLES AND DESCRIPTIVE LITERATURE

A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District(s) may also request bidders to submit samples for examination and appraisal.

B. Requested samples shall be submitted at no cost to the District(s) and may be required by the District(s) either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and

other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District(s) at no charge.

30. RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he, or anyone working under his direction is responsible.

31. SUPPLIER CLEAN-UP

All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District(s) Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District(s)-owned trash receptacles are not to be used by the vendor without prior approval.

32. STORAGE OF MATERIALS

Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the Board of Education or its representative. The District(s) will not be responsible for any damage to or theft of tools or materials used in this work.

33. UNPACKING AND ASSEMBLING

All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.

Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

34. SERVICE

Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

35. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications must be completed with reasonable promptness. The District(s) shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District(s) will forthwith proceed to collect for nonperformance of the work.

36. ORDERING

All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District(s). This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

37. DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

- A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.
- B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District(s) shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District(s) may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District(s) of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to Patent defects, fraud, or such gross mistakes as amount to fraud.
- C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.
- D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District(s) either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District(s) thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".
- E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District(s) therefore.
- F. Neither the School District(s) nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.
- G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.

Failure to provide adequate identifying markings may result in refusal of the delivery.
- H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.
- I. Collect shipments will not be accepted.
- J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

38. INVOICES

Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:

1. Purchase Order/Contract number.
2. Delivery destination as it appears on the Purchase Order.

3. Contract item number, quantity and description of item billed.
4. Unit price and extended price of each item.
5. Total amount of invoice.
6. Any prompt payment discount offered.

39. INDEMNIFICATION

By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District(s), its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District(s), its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District(s) or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

40. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Board(s) pursuant to this contract.

41. HAZARDOUS MATERIALS

As required in the Hazardous Chemical Information Act of June, 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

42. CONTRACT DOCUMENTS

These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District(s) and any successful bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

43. THE CONTRACT

This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

44. TRANSFER OF BIDS

The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District(s) named shall have access to purchase under the contract.

45. SUPPLIER DIVERSITY

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government,

the State of Delaware is committed to supporting its diverse business industry and population. All vendors are encouraged, if applicable, to certify with the Delaware Office of Minority and Women Business Enterprise. In addition, the successful Vendor is requested to report on the 2nd tier/subcontracting participation by a minority and/or women owned business (MWBE) under this awarded contract. The requested reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications. The recommended format used for this 2nd tier report is found on the OMWBE web site. 2nd tier reports shall be submitted to the Executive Director Michelle Morin via email Michelle.Morin@state.de.us on a quarterly basis.

ENVIRONMENTAL DESIGN, INSPECTION, MONITORING, LABORATORY ANALYSIS AND
TRAINING

Red Clay Consolidated School District
RFQ #2-14-27

General

The Red Clay Consolidated School District (RCCSD) is seeking a qualified firm interested in contracting with the District to provide all environmental consulting services. These services would include but not be limited to asbestos, and lead paint/water testing and consulting, AHERA compliance surveys, indoor air quality reviews and resolutions, environmental and industrial hygiene testing and monitoring, Laboratory Analysis, environmental due diligence services (Phase I, II ESAs), storage tank compliance services, construction management, design of remediation specifications, cost estimates, and environmental training at all schools in the district.

Intent

The intent of this Request for Qualifications (RFQ) is to solicit proposals from qualified consulting firms to provide the RCCSD with all Environmental Consulting Services. The consultants will report directly to the district Facilities and Operations Department and Major and Minor Capital Improvement Department providing inspection, assessment, project management for modernization and remediation of needed areas and for emergency and non-emergency environmental issues as they arise.

Qualifications/Deliverables

Six - Month Asbestos AHERA Compliance

Provide to the RCCSD site inspections of areas previously identified as containing asbestos. This will include all 25 campuses.

Perform site assessment reports identifying materials by homogeneous areas, as having damage or having significant damage or identifying that there has been no change to the previous inspection. These reports will be completed for all schools.

As necessary, take samples of suspect asbestos and test for positive ID reporting findings with Owner.

Update Management Plan (green manuals) located in each school office area with survey information.

All inspection work will be completed by an EPA accredited Asbestos Building Inspector and supervised by an EPA Asbestos Management Planner

Three-Year Re-Inspection of School Sites AHERA Compliance

Re-inspect all 25 school district campuses for AHERA compliance.

Provide site assessment reports on all 25 campuses. As necessary, take samples of suspect asbestos, returning results to the Owner and recording positive areas into the Management Plan. If friable produce a remediation plan.

Update all school floor plan drawings using a CAD operator to show areas that asbestos exits at each site.

All inspection work will be completed by an EPA accredited Asbestos Building Inspector and supervised by an EPA Asbestos Management Planner

AHERA Compliance

The Environmental Consulting firm will work within the AHERA (40 CFR Part 763) that regulates procedures relating to the inspection and management of asbestos containing materials in school facilities. AHERA requires that each local education agency inspect its facilities for asbestos containing material and develop a plan for the continued management of all known and/or assumed asbestos containing material within its school district. The Environmental Consultant will perform both the six month and three-year re-inspections following the stated regulations.

Asbestos Survey and Abatement – Minor/Major Capital Projects

The Environmental Consultant shall be fully qualified and experienced in performing asbestos building surveys including collection of bulk samples of all potential asbestos containing materials in the schools to be renovated. All areas to be renovated will be surveyed including any roof materials, window caulk, pipe insulation, boiler insulation, etc. to be removed and/or replaced or existing areas to remain that will be affected by renovation/modernization projects. Work will be managed by a Certified Industrial Hygienist and EPA Asbestos Project Designer.

Guidelines and regulations from the American Industrial Hygiene Association, the National Institute of Standards and Technology, the National Institute of Buildings and Science, and EPA will be followed in strict accordance. Bulk asbestos sampling/analyzing will be performed in a NVLAP- accredited laboratory. The consultant will also have available in house abilities to return bulk sample reports to the owner within 6- 12 hours.

Cost Estimates

The Environmental Consultant firm shall be fully qualified and experienced in preparing asbestos abatement cost estimates. The estimates shall include all direct and indirect abatement cost that the District is likely to incur.

Design Specifications

The EPA certified Project Designer shall be fully qualified and experienced in preparing asbestos abatement written design specifications complying with the EPA and Local Delaware DNREC regulations. The consultant shall provide these specifications for each project. Design specifications will be reviewed by a Delaware Professional Engineer.

The consultant will prepare design specifications and other documents in a bid package, hold the pre-bid meeting along with the District Procurement Department and attend the public bid opening, following State of Delaware procurement regulations in Title 29. The Project Manager will review the post-bid project submittals, and attend pre-construction conferences prior to the contractor-starting project. The consultant will provide a review by a Delaware Professional Engineer to review and stamp project drawings, and submit the approved scope to the Delaware Facilities Management for review and obtain approval letter.

Inspection and Monitoring

The Environmental Consultant must have verifiable experience in the management and oversight of public school projects (in the State of Delaware preferred) equal to or larger than the size of the RCCSD. Multiple Minor Capital, Major Capital, emergency and non-emergency projects may be occurring simultaneously and it will be incumbent on the Consultant to have adequately licensed and trained field staff. The consultant will provide all labor, supervision, hygienist, technicians, tools, equipment, supplies, reports, documentation, test, and perform air monitoring/sampling both inside and outside of regulated areas to ensure that the abatement

contractor complies with the EPA, OSHA, and the DNREC regulations and procedures. The consultant will provide all final clearances and final reports of off site field monitoring.

The consultant will provide and designate a certified State of Delaware Project Designer and certified Building Inspector/Project Monitor for each project with at least two years of experience in asbestos abatement projects oversight management services. Both shall work under the supervision of a certified Industrial Hygienist (CIH).

Laboratory Analysis Requirements

The Environmental Consultant will have the ability to perform the following testing – PCM analysis onsite, PCM with a reading within 4 hours, PLM with a reading from 2 to 72 hours and TEM readings within 8 to 72 hours. The time ranges are at the owner’s discretion. The times indicated start at the completion of sample collection until analysis and a report to the owner. The owner reserves the right to give preference to consultant who has in house accredited facility to conduct all asbestos analysis including TEM and TEM-NOB, etc.

Closeout

The consultant upon completion of each project will submit to the District Supervisor of Major Capital all logs, field reports, notifications, submittals, manifests and information collected during the construction period. The District must receive these documents before final payment is made to the consultant.

Lead Survey and Abatement

The Environmental Consultant shall be fully qualified and experienced in performing lead paint and lead-in-water surveys of renovation/modernization projects.

The firm shall have the ability to inspect the site and take samples in the following forms, paint chips, dust wipe samples, air samples, water samples, and XRF testing in accordance with the EPA and Housing and Urban Development (HUD) guidelines.

A certified State of Delaware Lead Risk Assessor will perform the testing.

Cost Estimates

The Environmental consultant firm shall be fully qualified and experienced in preparing lead abatement cost estimates. The estimates shall include all direct and indirect cost that the District will likely incur.

Design Specifications

The certified State of Delaware Lead Risk Assessor will develop a scope of work and design specifications for the project. This specification will be sent to the Delaware Facilities Management for review and approval of the lead abatement plan. The Project Manager will work with the RCCSD Procurement Department to prepare bid packages, hold pre-bid meetings, attend bid openings working in accordance with the State of Delaware procurement regulation Title 29. The Lead Risk Assessor will review post bid project submittals, and run pre-construction conferences prior to the contractor starting projects. Stamped drawing will be submitted for review and approval letters to the Delaware Facilities Management before project is started.

Inspection and Monitoring

The Environmental Consultant shall have verifiable experience in the management and oversight of lead remediation in public school projects (State of Delaware preferred) equal to or large than the size of RCCSD. The consultant will provide all labor, supervision, hygienist, technicians, tools, equipment, supplies, reports, documentation, test, and perform both air and water monitoring in compliance with the EPA and HUD.

The consulting firm will provide a designate a certified State of Delaware Lead Risk Assessor and certified Lead Designer for the management of each project. All work will be done under the supervision of Certified Industrial Hygienist (CIH).

Laboratory Analysis Requirement

The Consultant firm will have the ability to perform the following lead testing for both air and water. This testing will include analyzing air samples 8 to 24 hours providing a report to owner, dust samples 8 to 24 hours, chip samples 8 to 24 hours, water sampling for lead, 24 hour turn around time. The firm must also be able to provide graphite furnace atomic absorption, atomic absorption spectrophotometer testing for lead. An Board certified Industrial Hygienist (CIH) shall review the results. The owner reserves the right to give preference to the consultant who has in house NLLAP accredited facility to conduct lead related analysis.

Closeout

The Consultant upon completion of each project will submit to the District Supervisor of Major Capital all logs, field reports, notification, submittals, Manifests and information collected during the construction period. The District must receive these documents before final payment is made to the consultant.

Indoor Air Quality, Mold Remediation

The Environmental consultant shall have on staff a qualified Industrial hygienist with minimum 5 years experience in managing Indoor Air Quality issues, concerns and projects. The firm must have skilled people to investigate a suspected IAQ problem and evaluate the situation giving owners recommendations to solve the condition. The person must be able to represent the owner and deal with a diverse group of people. Services may be emergency in nature and require site visit within 2 hours after receiving notice.

Design Specifications

Once the problem has been identified the qualified hygienist shall have the experience to perform bulk/air sampling of all potential areas. These areas can be internal or external, in classrooms, office areas, within HVAC or ventilation areas.

The firm must have the ability to do both surface and air sampling in accordance with the New York City guidelines of the Department of Health, EPA guidelines, and OSHA guidelines.

The Consulting firm will be responsible for using these guidelines to produce for the owner recommendations on how to proceed with clean up of effected areas. The firm will write a bid specification and remediation bid package, conduct a pre-bid, and working with the RCCSD Procurement Department bid the project in accordance with the Delaware procurement regulations Title 29. The Consultant will provide a review and stamping of drawing for

Remediation projects with approval letters from the Delaware Facilities Management.

Sampling and Monitoring Project

The Environmental Consulting firm shall have qualified Industrial hygienist to conduct the following samples: (Air) Fungi structure sampling results in 24 hours, Cultural samples (viable) Anderson or equivalent results reported in 10 days, (Surface) Fungi structure sampling using the tape lift method with a result reported in 24 hours, Fungi wipe sampling with results reported in 10 days, water cultural samples with results reported in 10 days.

The firm shall also have the ability to perform dust characterization sampling, allergy (Der f and Der p) sampling, bacterial wipe test sampling with results reported in 24 hours, bacterial cultural sampling with results reported in 10 days, legionnaires sampling for cooling towers with a result reported in 48 hours using PCR or culture sampling with a result reported in 10 days.

The firm must also have the ability to perform site sampling of ambient conditions including CO, CO₂, temperature and relative humidity giving instantaneous results, and on site capability to run cycle testing from 24 hours up to a 5 day in school and office environments. All test results and reports to be reviewed by a Certified Industrial Hygienist (CIH).

Closeout

Upon completion of each project the environmental firm will provide to the school district copies of all surveys, results from laboratory reports, forms and information collected during the construction period. The District must receive these documents before final payment is made to the consultant.

Environmental Site Assessment Services including Underground Storage Tanks

The Environmental Consulting firm shall be qualified and experienced in providing Phase I Environmental Site Assessment services in accordance with ASTM and EPA-AAI guidelines. These services will be for properties that RCCSD potentially acquires. Phase II Environmental Site Assessments including soil and groundwater sampling may be required if approved by the District. The Consulting firm will work with RCCSD on other environmental issues or concerns as they arise such as Vapor Intrusion studies or Radon studies.

The Environmental Consulting firm shall be qualified and experienced with underground storage tank inspection and monitoring. The consulting firm will work with the District and DNREC to establish a monitoring program of all existing tanks. They will also be called on to provide to the entire district emergency spill and clean up response services on a 24 hour 7 day a week 365 days a year for chemical, oil, PCB. The firm will manage all tank removals on behalf of the District.

Other Environmental services may include inventory and disposal management of chemicals, PCB ballasts and florescent tube handling.

Inspection and Monitoring

At a minimum, the Consulting firm shall have an State of DE Professional Geologist, DE Professional Engineer and sufficient number of qualified Environmental Scientists to work with the District on Underground Storage tanks leak testing, removal of underground tanks, writing a scope of work, bid specifications, run the pre-bid meeting, work with District Procurement Department to award bid and perform construction management during project.

Closeout

The Consultant will provide to the Facilities Specialist and to each school Office with existing underground tanks a folder showing the location, inspection, along with any DNEC regulations on monitoring underground storage tanks. If tank is removed firm will provide all documentation needed for DNREC regulation for future use.

Personnel Training

The Environmental Consulting firm shall provide a qualified and experienced person with minimum three year experience in conducting training seminars. This person will be required to give to District personnel training following the Right to Know Laws, asbestos awareness and hazardous communication training. The consultant will provide to the District all records of attendance and perform follow up meeting for absent personnel.

SUBMISSION REQUIREMENTS

Format of the Response

The response to this Request for Qualifications is to be a typed Statement of Qualification describing the qualifications of the firm following the five selection criteria for evaluation of firms along with references, non collusion statement, exceptions & confidentiality forms.

A. Submittal requirements:

1. Submit six copies of the firms submitted response to RFQ to:
Emily L. Ryan
Data Service Center
168 S Dupont Highway
New Castle, DE 19720
BID ENCLOSED – RFQ #2-14-27
2. All proposals must be received by 2:00 PM EST on April 9, 2014 to the Data Service Center (address listed above), no exceptions.
3. All questions must be directed to Emily L. Ryan, Data Service Center, eryan@dataservice.org

B. Content of Submittal:

1. Cover letter and introduction, giving the name, telephone number, address of the firm, and a brief description of firm's qualification.
2. List of references on similar public school (in the State of DE preferred) projects, equal to or larger than the size of the RCCSD projects, including name and phone numbers of individual contacts in each organization.
3. A description of the firm's facilities and equipment for performing testing and sampling as required by the State of Delaware, DNREC, EPA. State laboratory tests or analysis that may be out-sourced if not performed by your firm and give the name and phone number of lab you will have giving results.
4. Review the five evaluation selection criteria providing individual sections in the proposal to describe how your firm meets the requirements.
5. Signed Non-Collusion Statement, Exception & Confidentiality Forms (listed at the end of the RFQ document).

EVALUATION OF PROPOSALS

Evaluation Criteria

The District will evaluate and compare all submitted RFQ's and select the most qualified firm based a committee screening and ranking according to the following criteria:

1. Experience and reputation in the Environmental Consulting Field (30%)
2. Demonstrated expertise in this type of environmental services In public school arenas. (25%)
3. Capacity to meet the project requirements. (20%)
4. Familiarity with the District/school buildings. (15%)
5. Familiarity with Delaware Public Works and its requirements. (10%)

Obtaining Copies of the RFQ

This RFQ is available in electronic form only through the Data Service Center by requesting the RFQ from Emily Ryan, Coordinator of Bidding at eryan@dataservice.org or from and the State of Delaware Procurement website at <http://bids.delaware.gov/>. Paper copies of this RFP will not be available.

Public Notice

Public notice has been provided in accordance with 29 Del. C. § 6981.

Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFQ or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

RFQ Designated Contact

All requests, questions, or other communications about this RFQ shall be made in writing to the Data Service Center. Address all communications to the person listed below; communications made to other Red Clay Consolidated School District 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 RFQ designated contact.

NAME: Emily Ryan

DEPARTMENT: Central Bidding, Data Service Center

ADDRESS: 168 South DuPont Hwy., Wilmington, Delaware 19720

EMAIL ADDRESS: eryan@dataservice.org

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

Acknowledgement of Understanding of Terms

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

Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFQ. Red Clay reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 6 paper copies (double-sided) and 1 electronic copy on CD.

All properly sealed and marked proposals are to be sent to the Data Service Center and received no later than **2:00 PM EST on April 9, 2014**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

NAME: Emily Ryan

DEPARTMENT: Central Bidding, Data Service Center

ADDRESS: 168 South DuPont Hwy., Wilmington, Delaware 19720

Any response submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **2:00 PM EST on April 9, 2014**. Any response received after this date shall not be considered and shall be returned unopened. The responding vendor bears the risk of delays in delivery. The contents of any response 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 RFQ. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFQ.

Proposal Modifications

Any changes, amendments or modifications to a response must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. 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.

Response Costs and Expenses

The Red Clay Consolidated School District will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

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 response title, vendor name, and time and date of the response opening. Evaluation of the proposals is expected to begin shortly after the response due date. To document compliance with the deadline, the proposals will be date and time stamped upon receipt.

Response Opening

The Data Service Center will receive proposals until the date and time shown in this RFQ. Proposals will be opened only in the presence of the Red Clay Consolidated School District and Data Service Center personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

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 RFQ. The determination of whether an RFQ requirement is substantive or a mere formality shall reside solely within the Red Clay Consolidated School District.

Confidentiality of Documents

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 Red Clay Consolidated School District/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The Red Clay Consolidated School District is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the Red Clay Consolidated School District's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the Red Clay Consolidated School District and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFQ number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the Red Clay Consolidated School District will open the envelope to determine whether the procedure described above has been followed.

Red Clay's Right to Reject Proposals

The Red Clay Consolidated School District reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the Red Clay Consolidated School District's specifications or vendor's proposal), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Red Clay Consolidated School District may deem necessary in the best interest of the Red Clay Consolidated School District.

Red Clay's Right to Cancel Solicitation

The Red Clay Consolidated School District reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Red Clay Consolidated School

District makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFQ does not constitute an offer by the Red Clay Consolidated School District. Vendor's participation in this process may result in the Red Clay Consolidated School District 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 Red Clay Consolidated School District to execute a contract nor to continue negotiations. The Red Clay Consolidated School District may terminate negotiations at any time and for any reason, or for no reason.

Red Clay's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the Red Clay Consolidated School District may award a contract for a particular professional service to two or more vendors if the agency head (superintendent) makes a determination that such an award is in the best interest of the Red Clay Consolidated School District.

Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the Red Clay Consolidated School District prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the Red Clay Consolidated School District at the proposal submission deadline.

Revisions to the RFQ

If it becomes necessary to revise any part of the RFQ, an addendum will be posted on the state's website at <http://bids.delaware.gov/>. The Red Clay Consolidated School District is not bound by any statement related to this RFP made by any Red Clay Consolidated School District employee, contractor or its agents.

Exceptions to the RFQ

Any exceptions to the RFQ, or the Red Clay Consolidated School District's terms and conditions, must be recorded on exceptions form attachment. Acceptance of exceptions is within the sole discretion of the evaluation committee.

Award of Contract

The final award of a contract is subject to approval by the Red Clay Consolidated School District. The Red Clay Consolidated School District has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFQ.

Notice in writing to a vendor of the acceptance of its proposal by the Red Clay Consolidated School District and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

RFQ Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the Board of Education of the Red Clay Consolidated School District will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. It should be explicitly noted that the Red Clay Consolidated School District is not obligated to award the contract to the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the Red Clay Consolidated School District. The award is subject to the appropriate Red Clay Consolidated School District approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the Red Clay Consolidated School District; remaining vendors will be notified in writing of their selection status.

RFQ Evaluation Process

An evaluation team composed of representatives of the Red Clay Consolidated School District will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The Red Clay Consolidated School District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the Red Clay Consolidated School District may deem necessary to make a decision.

Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the Red Clay Consolidated School District and community members. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFQ and procedures established in *29 Del. C. §§ 6981 and 6982*. **The Team will negotiate with the qualified firm designated 1st on the preference list.** The Team shall make a recommendation regarding the award to the Red Clay Consolidated School District Board of Education, who shall have final authority, subject to the provisions of this RFQ and *29 Del. C. § 6982*, to award a contract to the successful vendor in the best interests of the Red Clay Consolidated School District.

Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFQ has been determined by the Red Clay Consolidated School District to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFQ shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFQ may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team 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 RFQ or to make no award or issue a new RFQ.
- 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.

Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

References

The Evaluation Team 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 Red Clay Consolidated School District may choose to visit existing sites where the vendor is working, or has completed work, which may or may not include vendor personnel. If the vendor is involved in such site visits, the Red Clay Consolidated School District will pay travel costs only for Red Clay Consolidated School District personnel for these visits.

Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. 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 Red Clay Consolidated School District are the vendor's responsibility.

Contract Terms and Conditions

General Information

- a. The term of the contract between the successful bidder and the District shall be for 3 years, with the options to renew for additional years upon mutual agreement of all parties.
- b. The selected vendor will be required to enter into a written agreement with the Red Clay Consolidated School District. The Red Clay Consolidated School District reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFQ. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the Red Clay Consolidated School District. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the Red Clay Consolidated School District, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFQ and the selected vendor's response to this RFQ will be incorporated as part of any formal contract.
- d. The Red Clay Consolidated School District's standard contract will most likely be supplemented with additional applicable agreements including local and state required forms, as well as AIA documents. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFQ within twenty (20) days after award of the contract. No vendor is to begin any service prior

to receipt of a Red Clay Consolidated School District purchase order signed by two authorized representatives of the agency requesting service, properly processed through the Red Clay Consolidated School District Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the proposal, contract, and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

Licenses and Permits and Other Relevant Costs

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. Any relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the Red Clay Consolidated School District 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) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

Notice

Any notice to the Red Clay Consolidated School District required under the contract shall be sent by registered mail to:

NAME: Marcin Michalski
DEPARTMENT: Department of Facilities
ADDRESS: 1800 Limestone Road, Wilmington, Delaware 19804

Insurance

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 Red Clay Consolidated School District.

3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
C	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
D	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of district staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

5. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the Red Clay Consolidated School District shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) 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 the contract shall, at the option of the Red Clay Consolidated School District, 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 useable to the Red Clay Consolidated School District.

Termination for Convenience

The Red Clay Consolidated School District may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) 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 the contract shall, at the option of the Red Clay Consolidated School District, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such

documents and other materials which is useable to the Red Clay Consolidated School District. If the contract is terminated by the Red Clay Consolidated School District as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

Non-discrimination

In performing the services subject to this RFQ the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

CONTRACT NO.: 2-14-27
CONTRACT TITLE: Environmental Design, Inspection, Monitoring, Laboratory Analysis & Training
OPENING DATE: April 9, 2014 at 2:00 PM (Local Time)

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 State of Delaware, Red Clay Consolidated School District.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Red Clay Consolidated School District.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	_____	Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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 _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE 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. 2-14-27
Environmental Design, Inspection, Monitoring, Laboratory Analysis & Training
Business References

List a minimum of five 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 State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract/agency as Business Name.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

4. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

5. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed: