



*Empowering Partnerships For Education*

DELAWARE COUNTY INTERMEDIATE UNIT  
200 Yale Avenue Morton, PA 19070

FORM OF PROPOSAL AND SPECIFICATIONS

**Checklist Page**

FOR: **SNOW REMOVAL at the DCIU FACILITIES**

BID OPENING: November 5, 2021

TENTATIVE AWARD: December 1<sup>st</sup>, 2021

Bids are to include the following:

- Completed Check List Page
- Completed/Signed Bidder Acknowledgement Form
- Signed and Sealed Non-Collusion Affidavit
- Signed and Sealed Bid Form
- Completed Cost Description Page
- Completed List of References (Appendix A)
- Completed Equipment List (Appendix C)
- Completed Additional Information (Appendix D)
- Completed, Initialed and Signed Addendum for Contract Funded with Federal Funds (Appendix E)
- Signed/Sealed Bid Bond or Certified Check for 10% of Bid (See Important-Bid Security Requirements for details) (PROVIDED BY BIDDER)
  
- Other \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Seal envelope with enclosed bid must show Bid Opening Date and Title of Bid (as listed above) on envelope and mail (via Regular U.S. Mail or overnight carrier) or hand-delivered to the following in accordance with the submission deadline set forth in the cover letter:

Jason Glass  
Supervisor of Facilities  
Delaware County Intermediate Unit  
200 Yale Avenue  
Morton, PA 19070

**BIDDER AKNOWLEDGEMENT FORM**

BID FORM FOR: Snow Removal at DCIU Facilities

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-Mail: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE \_\_\_\_\_

**The above-named bidder by submitting this Bid, hereby declares, warrants and certifies to the Delaware County Intermediate Unit:**

**FIRST**: That said bidder has the authority to execute and submit this bid and has further carefully examined the bid materials enclosed herein, including but not necessarily limited to, the General Instructions, Special Conditions, and Specifications, and in accordance therewith, submits this bid and agrees, if awarded the contract, to furnish to the Delaware County Intermediate Unit any one or all of the items and/or services for which the bidder has quoted a price.

**SECOND**: That this bid is subject to all the terms and conditions as set forth herein this BID PACKAGE and any associated appendixes hereto; plus each separate item specified and/or services listed; and hereby agrees to enter into a written contract to furnish such items and/or services as may be awarded under the terms of this Bid.

The following Bulletins/Addendums have been received and are included in this proposal. If no Bulletins have been received, write the word "NONE" below.

| <u>BULLETIN/ADDENDUM NUMBER</u> | <u>DATE</u> |
|---------------------------------|-------------|
| _____                           | _____       |
| _____                           | _____       |
| _____                           | _____       |
| _____                           | _____       |
| _____                           | _____       |

# IMPORTANT

## BID SECURITY DEPOSIT REQUIREMENTS

1. No Bid Security Deposit is required where the total bid is under ten thousand dollars (\$10,000.00).
2. Where the total bid is over ten thousand dollars (\$10,000.00) and pertains to the furnishing and delivery of supplies/materials or equipment only, it is preferred, but not required, that your bid be accompanied by a Bid Bond or Cashier's or Treasurer's check in an amount equal to at least ten percent (10%) of the total bid. Bids submitted without Security Deposits may be disregarded by the Delaware County Intermediate Unit at its sole discretion. The bid bond or check shall be made payable to the Delaware County Intermediate Unit. The successful bidder agrees that this represents the minimum measure of liquidated damages which the Delaware County Intermediate Unit will sustain by the bidder's failure to execute the contract in the form attached hereto, or hereinafter provided and agrees that, if the bidder fails or refuses to execute the contract within ten (10) days after it is presented, the Delaware County Intermediate Unit may retain and deposit the check as liquidated damages, or proceed on the bond for such damages.
3. Where the total bid is over ten thousand dollars (\$10,000.00) and pertains to the furnishing and delivery of supplies/materials, equipment and labor/services, your bid **shall** be accompanied by a Bid Bond or Cashier's or Treasurer's check in an amount equal to at least ten percent (10%) of the total bid. The Bid Bond or check shall be made payable to the Delaware County Intermediate Unit. The successful bidder agrees that this represents the minimum measure of liquidated damages which the Delaware County Intermediate Unit will sustain by the bidder's failure to execute the contract in the form attached hereto or hereinafter provided and agrees that, if the bidder fails or refuses to execute the contract within ten (10) days after it is presented, the Delaware County Intermediate Unit may retain and deposit the check as liquidated damages, or proceed on the bond for such damages.
4. Bid deposits of the two low bidders shall be held until the signing of the contract, after which they will be returned. Bid deposits of the other unsuccessful bidders will be returned promptly after the awarding of the bids.
5. In the event of the failure of the bidder to perform the contract according to its terms, and within the time stated in the conditions, the undersigned agrees to be liable for, and agrees to pay the Delaware County Intermediate Unit on demand, the difference between the price paid and the price which the Delaware County Intermediate Unit shall have been required to pay to have the work completed or the supplies furnished by another contractor, less the amount of the security deposit received and collected by the Board. The bidder is bound by the accepted bid whether or not a mistake has occurred in its preparation.

## GENERAL CONDITIONS AND INSTRUCTIONS

1. The Delaware County Intermediate Unit is seeking bid proposals from qualified and responsible vendors to provide the supplies/materials and/or labor/services as may be set forth herein these bid materials.
2. Bids for furnishing and delivery of supplies, as set forth in the attached specifications, will be received by the Delaware County Intermediate Unit, 200 Yale Ave, Morton, PA 19070 until the time and date as specified on the cover sheet, and immediately thereafter will be publicly opened and read.
3. All bids shall be submitted in a sealed envelope marked "BID" and NOTING THE SUBJECT AREA – SNOW REMOVAL. The envelope shall also record the name of the person, firm, or corporation or business entity submitting the bid, and the date of its presentation.
4. Bids must be presented on the forms furnished by the Delaware County Intermediate Unit. Bids must be typewritten or written in ink and signed in ink by the bidder or its duly authorized agent. IF A BID IS NOT SIGNED, IT MAY NOT BE CONSIDERED.
5. Bidder shall insert the price per stated unit or as may otherwise be required by these bid documents, against each item on the proposal form.
6. The prices stated for supplies/materials shall be net prices and shall include delivery to the building specified. Prices quoted shall also include all discounts.
7. All prices quoted shall be exclusive of Pennsylvania State Sales and Use Tax and Federal Excise Tax from which the Delaware County Intermediate Unit is exempt. Exemption certificates, if required, will be furnished by the Delaware County Intermediate Unit.
8. Delivery shall be made to the building or buildings specified. Inside delivery to the specified room must be made.
9. All deliveries shall be made between the hours of 8:30 AM and 4:00 PM on weekdays, other than Saturdays and holidays. Each carton and/or package shall be clearly marked showing the PURCHASE ORDER NUMBER. Each order shall be packed separately and billed separately.
10. Bid forms will be furnished in duplicate. The original shall be submitted as the official bid and the duplicate may be retained by the bidder for reference purposes.
11. Unless specifically noted as "No Alternatives Accepted" in the Special Conditions and Instructions page, where the description of an item to be supplied includes the particular name or model from a particular manufacturer or supplier, alternate bids which are equal in all respects, are permitted. In this case, the bidder shall attach to the Specification Sheet, the complete specifications as prepared by the manufacturer of the alternate item. All items for which an ALTERNATE BID is submitted must have an asterisk placed by the item number.
12. The bidder shall, upon request, submit samples for any or all items on which a price is quoted, within five (5) days after such request is made. These samples shall be clearly marked with the name of the product, the name of the bidder, and the item number as shown on the proposal form. After the awards are made, the unsuccessful bidder shall remove the samples at his expense. The Delaware County Intermediate Unit reserves the right to retain samples submitted by the successful bidder until final delivery is made on these items.
13. The Delaware County Intermediate Unit reserves the right to award orders for one or more items as may be set forth in these specifications. The Delaware County Intermediate Unit also reserves the right to accept or reject all or any portion of any or all bids submitted, to waive any irregularities or technicalities in any bid, and to make the award in the best interest of the Delaware County Intermediate Unit.
14. If discounts are allowed for receiving an order for all items on which a price is quoted, please designate the amount on your proposal form
15. For bids involving the furnishing of supplies/materials, and unless otherwise specified in these bid materials or the award contract, the Delaware County Intermediate Unit agrees to pay the successful bidder the amount specified on the bid within thirty (30) days after receipt of all items. All orders shall be billed separately. The Purchase Order Number must appear on all invoices.

16. The bidder agrees, if awarded an order, to furnish and deliver the specified supplies/materials at such time, to such place, and in such quantities as herein specified, and that all of the articles shall be subject to the inspection and approval of the Delaware County Intermediate Unit. Acceptance of delivery of the supplies/materials to the site shall not constitute final acceptance by the Delaware County Intermediate Unit. In the event that any of the items shall be rejected as damaged, unsuitable, or not in conformance with these specifications, such articles shall be removed immediately and other articles of proper quality, as set forth in these specifications, shall be furnished in place thereof, all at the expense of the successful bidder.
17. In the event the successful bidder shall neglect or refuse to furnish and deliver any specified supplies/materials or any part thereof, or to replace any items which are rejected, as stated in the preceding paragraph; then the Delaware County Intermediate Unit is authorized and empowered to purchase articles in conformity with this order from such party or parties, and in such manner as it shall select, at the expense of the successful bidder, or to cancel the contract reserving to itself nevertheless all rights for damages which may be incurred by the Delaware County Intermediate Unit.
18. Bids will be awarded within sixty (60) days after the bid openings. All bids shall remain valid and acceptable for this length of time. This time may be extended by the mutual consent of the bidder and the Delaware County Intermediate Unit.
19. The bidder agrees that if awarded the bid under these specifications, it/he/she will indemnify and save harmless the Delaware County Intermediate Unit, its agents, employees and members from all suits and actions of every nature brought against them or any of them relating to or arising out of the bidders performance hereunder these bid material, order or orders, or award contract.
20. The bidder agrees that if any bid is awarded to him, it/he/she will not assign, transfer, or subject it, or any part thereof, or any rights or privileges which may be accrued to it/him/her, unless granted permission to do so in writing, by the Delaware County Intermediate Unit.
21. These conditions and instructions shall be considered an integral and material part of all proposals. They shall be submitted with the original proposal from which will be your official bid.
22. A purchase Order issued by the Delaware County Intermediate Unit in accordance with the bid shall constitute a contract binding upon the bidder and the Delaware County Intermediate Unit.
23. Delivery dates are as noted on the Specification Sheet. It is understood that any extension of time, regardless of cause, beyond such date, must be requested, by letter, prior to submitting the proposal.
24. Delivery locations will be noted on the Specification Sheet.
25. All communications on bidding procedures, invoicing, and general information should be directed to:

Jason Glass, Supervisor of Facilities  
Delaware County Intermediate Unit  
200 Yale Avenue  
Morton, PA 19070  
Phone: (610) 938-9000 –X2016  
FAX: (610) 938-9883

26. All supplies/materials furnished shall be accompanied by the manufacture's literature, specifications, drawings, performance date, warranties, etc, where applicable.
27. Bidders will be given permission to withdraw any Bid after it has been received by the Owner, provided however, the Bidder or duly authorized agent appears at the meeting place designated for receipt of Bids prior to the time set for the Bid Opening, with a written withdraw request signed by a duly authorized agent of Bidder. At the time set for the opening of Bids, the withdrawn Bid will be returned, unopened, to Bidder.
28. Bids are submitted subject to and on the basis of full and total compliance with all applicable local, state and federal laws, regulations and statutes. Specifically attention is drawn to the following requirements as may applicable to this Bid project:
  - Criminal background checks (Act 34)
  - FBI Criminal History Information (Section 111 Of the Public School Code of 1949; including Act 114 of 2006)
  - Child Abuse History Act (151)
  - Pennsylvania Prevailing Wage Act
  - Pennsylvania Public Works Verification Act (E-Verification)

Contractor must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the public body prior to commencement of Work. The Form and relevant information can be found on the Department of General Services' web site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us). Contractor acknowledges that this is a public

works contract and Contractor and its subcontractors, if any, are therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11. Work cannot commence if Contractor fails to submit a complete Public Works Employment Verification Form to the Owner.

29. Where applicable, the successful bidder shall submit evidence, satisfactory to the Delaware County Intermediate Unit, that it/he/she has coverage of Workmen's Compensation Insurance, Special Liability and Property Damage Insurance, Automobile and Truck Insurance to the limits described below. The associated Certificates of Insurance shall carry and endorsement to the effect that the insurance carrier will defend and indemnify the Delaware County Intermediate unit from and against any and all suits, causes of action, damages or injuries claimed against it as a result of the negligent or careless or intentional actions or omissions of the Bidder, its sub-contractors, vendors, employees and/or agents or any direct or indirect employee of same:
- **Workman's Compensation Insurance**, shall not be written for less than the statutory limits and shall include Employees Liability Insurance at a limit of not less than Five Thousand Dollars (\$5,000.00).
  - **General Liability Insurance for bodily and personal injury**, shall be insured at a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) total aggregate liability.
  - **Property Damage**, shall be insured at a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and Two Million Dollars \$2,000,000.00 total aggregate liability.
  - **Comprehensive Automobile Liability Insurance**, shall be maintained through the term of the applicable agreement to cover owned automobiles, leased, hired, or rented automobiles; employees' non-liability; medical payments and uninsured motorist. This same coverage is understood to extend to all trucks and motorized equipment. The limits of such insurance shall be not less than:
    - (i) One Million Dollars (\$1,000,000.00) for each persona and One Million Dollars (\$1,000,000.00) for each occurrence of personal injury, bodily injury or death.
    - (ii) Five Hundred Thousand Dollars (\$500,000.00) for each occurrence of property damage.
30. **FAXED BIDS ARE NOT ACCEPTABLE.**

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

# NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_:

: s.s.

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
Title (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates,  
(Name of Firm)

subsidaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges  
(Name of Firm)

that the above representations are material and important, and will be relied on by \_\_\_\_\_ in awarding the  
(Name of Public Entity)

contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_  
(Name of Public Entity)

of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed/Typed Name of Above Signatory

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_

day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Title/Company Position

\_\_\_\_\_  
Notary Public



**BID PAGE**

We agree to perform under the following specifications and conditions, as specified and indicated for

the total sum of \_\_\_\_\_ N/A (See page 10 for breakdown) \_\_\_\_\_ Dollars  
( \$ \_\_\_\_ N/A (See page 10 for breakdown) \_\_\_\_\_ ).

(Unit Cost is to be noted as directed on Cost Description sheet.)

INDIVIDUAL CONTRACTOR SIGN HERE \_\_\_\_\_ (Seal)

\*\*\*\*\*

IF FICTITIOUS NAME -

Trading and Doing Business as \_\_\_\_\_

\*\*\*\*\*

PARTNERSHIP/ASSOCIATION or LLC

\_\_\_\_\_  
Name of Partnership/Association or LLC

BY: \_\_\_\_\_ (Seal)  
Partner/Member

\_\_\_\_\_  
Partner/Member

\_\_\_\_\_  
(Contractor) Partner/Member

\*\*\*\*\*

CORPORATION CONTRACTORS  
SIGN HERE

\_\_\_\_\_  
Name of Corporation

\*BY: \_\_\_\_\_  
President or Vice-President

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Treasurer

\*\*\*\*\*

\*Corporation Contractors please note:

If Bidder is a Corporation and one person is authorized to sign bid and contract in place of President or Vice-President and Secretary or Assistant Secretary, or Treasurer or Assistant Treasurer, the resolution giving such authorization must be attached.

## **COST DESCRIPTION PAGE**

Below is the required proposal cost breakdown as noted on BID PACKAGE PAGE 9. Bidder must provide the following cost breakdown and additional information as noted below:

| Facility<br>SY 2021-2022  | Cost<br>Per Hour<br>Per Truck includes driver | Cost<br>Per Hour<br>Laborer |
|---|---|-----------------------------|
| <b>Morton Administrative Building</b><br>200 Yale Ave, Morton, PA             |   |                             |
| <b>Aston Campus</b><br>100 Crozerville Rd, Aston, PA                          |   |                             |
| <b>Folcroft Campus</b><br>701 Henderson Blvd, Folcroft, PA                    |   |                             |
| <b>Marple</b><br>85 N. Malin Rd, Broomall, PA                                 |   |                             |
| <b>TCA (The County Alternative)</b><br>710 South Old Middletown Rd, Media, PA |   |                             |
| <b>Sharon Hill Head Start Center</b><br>1016 School St., Sharon Hill, PA      |   |                             |

**Cost per 100 lbs. of Salt:** \$ \_\_\_\_\_

**Cost per 100 lbs. of Ice Melt (Calcium Mix) :** \$ \_\_\_\_\_

| Facility<br>SY 2022-2023  | Cost<br>Per Hour<br>Per Truck includes driver | Cost<br>Per Hour<br>Laborer |
|---|---|-----------------------------|
| <b>Morton Administrative Building</b><br>200 Yale Ave, Morton, PA             |   |                             |
| <b>Aston Campus</b><br>100 Crozerville Rd, Aston, PA                          |   |                             |
| <b>Folcroft Campus</b><br>701 Henderson Blvd, Folcroft, PA                    |   |                             |
| <b>Marple</b><br>85 N. Malin Rd, Broomall, PA                                 |   |                             |
| <b>TCA (The County Alternative)</b><br>710 South Old Middletown Rd, Media, PA |   |                             |
| <b>Sharon Hill Head Start Center</b><br>1016 School St., Sharon Hill, PA      |   |                             |

**Cost per 100 lbs. of Salt:** \$ \_\_\_\_\_

**Cost per 100 lbs. of Ice Melt (Calcium Mix) :** \$ \_\_\_\_\_

| <b>Facility</b><br>SY 2023-2024   | <b>Cost<br/>Per Hour</b><br><b>Per Truck includes driver</b> | <b>Cost<br/>Per Hour</b><br><b>Laborer</b> |
|---|--|--|
| <b>Morton Administrative Building</b><br>200 Yale Ave, Morton, PA             |  |  |
| <b>Aston Campus</b><br>100 Crozerville Rd, Aston, PA                          |  |  |
| <b>Folcroft Campus</b><br>701 Henderson Blvd, Folcroft, PA                    |  |  |
| Marple<br>85 N. Malin Rd, Broomall, PA  |  |  |
| <b>TCA (The County Alternative)</b><br>710 South Old Middletown Rd, Media, PA |  |  |
| <b>Sharon Hill Head Start Center</b><br>1016 School St., Sharon Hill, PA      |  |  |

**Cost per 100 lbs. of Salt:** \$ \_\_\_\_\_

**Cost per 100 lbs. of Ice Melt (Calcium Mix) :** \$ \_\_\_\_\_

## **List of Bid Drawings/Specifications**

### **List of Drawings:**

**N/A**

### **List of Specifications:**

**List of References:** (1 Page Appendix A)

**Snow Removal Specifications** (3 Pages Appendix B)

**Equipment List** (1 Page Appendix C)

**Additional Information:** (1 Page Appendix D)

**ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS**

(6 Pages Appendix E)

## **SPECIAL CONDITIONS AND INSTRUCTION PAGE**

The Delaware County Intermediate Unit will receive/open sealed Proposals on October 15th at 2:00 P.M. in the Conference Room of the Delaware County Intermediate Unit, 200 Yale Avenue, Morton, PA. 19070.

Seal envelope with enclosed bid must show Bid Opening Date and Title of Bid (as listed above) on envelope and mail (via Regular U.S. Mail or overnight carrier) or hand-delivered to the following in accordance with the submission deadline set forth in the cover letter:

Jason Glass  
Supervisor of Facilities  
Delaware County Intermediate Unit  
200 Yale Avenue  
Morton, PA 19070

**The Pre-Bid Meeting and Site Visits will be held October 8<sup>th</sup> 2021, locations as noted below:**

**Delaware County Intermediate Unit Education Service Center**

200 Yale Avenue  
Morton, PA 19070

**Delaware County Technical School – Aston**

Birney Highway & Crozerville Road  
Aston, PA 19014

**Delaware County Technical School – Folcroft**

Delmar Drive & Henderson Blvd  
Folcroft, PA 19032

**The County Alternative School**

710 S. Old Middletown Road  
Media, PA. 19063

**Marple Education Center**

85 N. Malin Rd  
Broomall, PA. 19008

**Sharon Hill Head Start Center**

1016 School St.  
Sharon Hill, PA 19079

NOTE: ALL SITES WILL BE EVALUATED SEPARATELY. ONLY SITES THAT CONTRACTOR IS SUBMITTING A COST FOR REQUIRES SITE VISIT. PLEASE NOTE MULTIPLE BIDDERS MAY BE SELECTED TO ENSURE SERVICES ARE PROVIDED AT ALL LOCATIONS

If you have any questions or concerns, please contact us via email at: [cgryzbacz@dciu.org](mailto:cgryzbacz@dciu.org).

**APPENDIX A**

**List of References**

You must include 5 references (name of company, size of facility/location, contact person phone and email and note your association).

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## **APPENDIX B**

### **Snow Removal Services Specifications:**

#### **Scope of Work:**

- A. All work will be discussed and verbally confirmed by either Jason Glass or designated site point of contact prior to any commencement of work or contractor will be at risk and may not be eligible for billing. Contractor will provide a 24-hour phone number for contact purposes.
- B. Snow Removal will commence at the cessation of the snowfall and with at least (two) 2" on the ground with the exception as listed under (G)
- C. Adequate labor and equipment must be available to allow the contractor to remove snow in a professional manner and in a reasonable time period (determined by the Intermediate Unit).
- D. Concrete surfaces (sidewalks, landings and handicap ramps) will be treated with calcium mix (not salt) unless otherwise directed. Parking lots are to be salted, unless otherwise directed.
- E. When chemical agents are used, they shall not have an adverse effect on surfaces or vegetation.
- F. All entrances should be cleared of snow by contractor, including sidewalks, steps and doorways and should receive adequate ice melting chemical to avoid icy surfaces by opening of the facility.
- G. Driveway, roads, fuel oil refilling areas, entrances to overhead doors and receiving areas (where applicable) and access to trash dumpsters must be kept open. 90% of the parking must be accessible and contractor is responsible to attempt to place snowbanks past curbs to avoid the loss of parking spaces. If necessary or requested by the DCIU the contractors may be required to remove excess snow from the site.
- H. If snow occurs during the night, contractor will make every effort to ensure access to the schools by 7:30 a.m. except for the incident when the snowfall occurs after Friday morning or on Saturday. When there is any question or concern about removal or timing of removal the contractor is to contact Mr. Glass, or designee, to discuss and get clarification.

### Special Instructions:

- a) By submitting a quote, the contractor acknowledges that the school will have priority over other contracts they may have. Additionally, contractor agrees to provide immediate response if their removal efforts are judged to be inadequate by the Intermediate Unit at no additional cost.
- b) Contractors submitting a quote should attend the pre-bid meeting and site visits, or schedule a time to do the visits to familiarize themselves with particulars of the schools and the areas which need to be done.
- c) Contractors will be responsible for repairing any damage incurred by their employees in process of removing snow.
- d) Certificates of insurance covering contractual liability, workers comp, property, equipment, and vehicles must be submitted.
- e) Bills for services will be paid on according to the DCIU Payment Procedures.
- f) Quotes may be for an individual school or any combination.
- g) The list of equipment (trucks/ snow blowers, etc.) and number of drivers/laborers to be used must be submitted with quotes. This list will include the make and model of the equipment, condition of equipment, years of service, size of the snow blade and must include a contact for your mechanic as a reference. The DCIU will reserve the right to view the listed equipment before bid award and/or after award.
- h) Quotes MUST be the per hour cost for each vehicle. Quotes written on any other specification will NOT be accepted. Quotes MUST be listed on following pages of Specifications to be VALID.
- i) Contractor will not dump snow in areas that will cause a safety hazard, prevent the delivery of fuel oil/supplies, approach routes of emergency/school buses, entrances, exits, or overhead doors.
- j) All DCIU Policies and Procedures can be found online and are the contractor's responsibility to review and abide. Any violation of the DCIU Policies is grounds for termination of contract.



Priorities:

- a) All driveways, entrance roads and exits used by buses or private cars discharging students at all the Locations:
- b) The sidewalks and steps at all Locations.
- c) Fuel Oil refilling areas
- d) Receiving areas.
- e) **Please provide the cost of the chemical application and salting with your quote.**

**APPENDIX C**

**EQUIPMENT LIST**

| <b>Quantity</b> | <b>Item (Make and Model) &amp; size of snow blade</b> | <b>Condition<br/>(New, Good, Fair,<br/>Poor, Old)</b> | <b>Years in<br/>Service</b> |
|-----------------|---|---|-----------------------------|
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**APPENDIX D**

**Additional Information**

You must include a contact for your mechanic as a reference (name of company, contact and phone number).

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You must include number of drivers/laborers to be used must be submitted with quotes.

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Drivers:

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Additional Laborers:

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## Appendix E

### ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS

The following provisions are required when the Delaware County Intermediate Unit (referred to as DCIU) spends federal funds for any contract. **Accordingly, except where stated not applicable, the following terms apply to the Contract because it is expected Vendor will be paid with such funds.**

Please initial all sections related to this bid.

#### **(A) Vendor Violation or Breach of Contract Terms**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.**

In addition to other terms stated in the Contract, Vendor at no cost to the DCIU shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The DCIU reserves the right to reject any item reasonably determined by the DCIU as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, DCIU may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the DCIU for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to DCIU shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. ***This term shall apply without regard to the Contract amount.***

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

#### **(B) DCIU Termination for Cause and for Convenience**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the DCIU, including the manner by which it will be effected and the basis for settlement.**

In addition to other terms stated in the Contract, DCIU reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the DCIU shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60-1.3 must include the **equal opportunity clause provided under 41 CFR 60-1.4(b)**, in accordance with Executive Order 11246, “**Equal Employment Opportunity**” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 “**Amending Executive Order 11246 Relating to Equal Employment Opportunity,**” and implementing regulations at 41 CFR part 60, “**Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.**”

41 CFR Part 60-1.3, states that “**federally assisted construction contract**” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

**The DCIU has determined that the Contract is not a federally assisted construction contract.**

**However, if the Contract is a federally assisted construction contract, does the Vendor agree to the above terms? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(D) Prevailing Wage Requirement for Construction Contracts**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, **prime construction contracts for more than \$2,000** must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland “**Anti-Kickback Act,**” 40 USC 3145, as supplemented by Department of Labor regulations.

**The DCIU has determined that these requirements are not applicable to the Contract.**

**However if, these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(E) Contract Work Hours and Safety Standards**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, construction contracts for more than \$100,000 must require compliance with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, including requirements for payment of overtime and maintenance of safe working conditions.

The DCIU has determined that these requirements are not applicable to the Contract.

However, if these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under Agreement**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms.

The DCIU has determined that these requirements are not applicable to the Contract.

**(G) Clean Air Act and Federal Water Pollution Control Act**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$150,000 must require the Vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251- 1387.

The DCIU has determined that these requirements are not applicable to the Contract.

However, if these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H) Debarment and Suspension**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment**

**Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding \$100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.**

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

**The DCIU has determined that these requirements are not applicable to the Contract.**

**However, if that these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(J) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

**Under 2 CFR Part 200, and specifically § 200.321, the DCIU and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:**

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

Does the Vendor agree to the above terms? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(K) Domestic Preferences**

Under 2 CFR Part 200, and specifically § 200.322, the DCIU expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree to this term? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(L) Procurement of Recovered Materials**

Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by DCIU during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

The DCIU has determined that these requirements are not applicable to the contract.

However, if these requirements are applicable, does Vendor agree to follow the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(M) Bonding Requirements**

Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:

a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.

b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.

c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

The DCIU has determined that these requirements are not applicable to the contract.



However, if these requirements are applicable, does Vendor agree to follow the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(N) General Compliance and Cooperation**

Vendor shall make a good faith effort to provide DCIU such information and to satisfy DCIU requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor