



# **TOWN OF ELSMERE**

## **REQUEST FOR PROPOSAL NO. 23-03**

### **SENIOR CENTER BATHROOM CONSTRUCTION PROJECT**

**August 23, 2023**

**Deadline to Respond**

**WEDNESDAY, September 13, 2023**

**2:30 PM**

**EXTENDED TO September 28, 2023**

**2:30 PM**

# **REQUEST FOR PROPOSAL NO. 23-03**

## **Senior Center Bathroom Construction Project**

### **ALL OFFERORS:**

The enclosed packet contains "REQUEST FOR PROPOSAL 23-03" for construction of the ADA compliant Bathroom for the Town of Elsmere, Delaware. The proposal consists of the following documents:

1. Appendix "A" Proposal Form
2. Appendix "B" Affidavit of Workers Eligibility
3. Appendix "C" Debarment Certification
4. Appendix "D" Sample Certificate of Insurance
5. Proposal

Your proposal and the proposal reply section must be executed completely and correctly and returned in a clearly marked envelope displaying the RFP Number by 2:30 p.m., Wednesday, September 13, 2023, to be considered. Proposals shall be submitted to the Town of Elsmere, Finance Department, 11 Poplar Avenue, Elsmere, Delaware 19805. Electronic proposals will not be accepted.

**A mandatory pre-bid meeting will be held on September 6<sup>th</sup> at 9:00 am.**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please contact the Town Manger Steven Martin via email at [Smartin@townofelsmere.com](mailto:Smartin@townofelsmere.com).

# **SECTION 1**

## **1. COMPETITIVE SEALED PROPOSAL:**

It has been determined by The Town of Elsmere, in the best interest of the Town, this solicitation be offered as a request for proposals so that the Town will be able to:

1. Provide Proposers an opportunity for discussion and revision of their proposal. Revisions may be permitted after submission of proposals but prior to the award of a contract for the purpose of obtaining a final contract which is in the best interest of the Town.
2. To allow negotiations between the Town and a responsible Proposer who has submitted a Proposal found to be reasonably likely to be selected for awarding a contract. The contents of any proposal shall not be disclosed so as to be available to competing Proposers during the negotiation process.
3. Conduct oral or written discussions with Proposers concerning technical and price aspects of their proposal; and
4. Compare the different price, quality and contractual factors of all proposals submitted.

## **2. PROPOSAL REQUIREMENTS:**

Any proposal must have costs and equipment lists broken down and must include all removal, disposal, purchase and installation of all equipment and materials.

## **3. CONTRACT PERIOD:**

Should the Mayor and Council decide to issue a contract, each Proposer's contract shall be valid until the construction under this contract is complete.

## **4. PRICES:**

Prices and/or rates shall be all inclusive and shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the Town.

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

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

**5. QUANTITIES:**

The attention of Proposers is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates, and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by the Town as deemed necessary during the period of any contract.

**6. FUNDING OUT:**

Proposals are being requested to allow the Town to determine the feasibility of continuing to outsource the services requested in the proposal. It is anticipated that a decision by the Town will be reached regarding the feasibility completing work requested in the proposal within sixty (60) days of the proposal deadline. If a decision to complete the project is approved, the actual award of a contract will be reached within ninety days (90) of that decision. The awarding or continuation of any contract which may ultimately be awarded, is contingent upon funding being appropriated by the Mayor and Council.

**7. PERFORMANCE BOND REQUIREMENT:**

Should a contract be awarded, the proposer shall be required to post a performance bond in an amount equal to the total amount of their proposal.

**8. MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the Proposer shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage's provided coverage limits specified below with a carrier satisfactory to the Town. Proof of such coverages must be provided to the Town prior to any work being performed.

**A. Comprehensive General Liability**

\$1,000,000 Each Occurrence  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal & Advertising Injury  
\$2,000,000 General Aggregate

The Town of Elsmere must be included as an Additional Insured via form CG2010 and CG2037 or equivalent. Additional Insured status must be granted on a Primary &

Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

**B. Automotive Liability**

\$1,000,000 Combined Single Limit

Includes ALL Owned, Hired & Non-Owned Vehicles

The Town of Elsmere must be included as an Additional Insured and Additional Insured status must be granted on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

**C. Workers Compensation & Employers Liability**

Workers Compensation - Statutory Coverage (All owners, sole proprietors, members, partners, etc. must be included in Workers Compensation Coverage)

Employers Liability

Each Accident -	\$1,000,000
Each Disease -	\$1,000,000
Disease Policy Limit -	\$1,000,000

A Waiver of Subrogation is granted in favor of The Town of Elsmere.

**D. Umbrella Liability**

\$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate

The Town of Elsmere must be included as an Additional Insured via form CG2010 and CG2037 or equivalent (Following the Underlying Additional Insured Forms) Additional Insured status must be granted on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

**E. Errors & Omissions (Subject to The Town of Elsmere Requirements)**

**9. BUSINESS LICENSE:**

Prior to receiving an award, the successful Proposer shall furnish the Town with proof of a State of Delaware, New Castle County (if applicable) and Town of Elsmere Business Licensure.

**10. HOLD HARMLESS:**

The Proposer agrees that it shall indemnify and hold the Town of Elsmere and all its agencies and employees harmless from and against all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Proposer, its employees, and invitees on or about the premises and which arise out of the Proposer's performance, or failure to perform as specified in the Agreement.

**11. NON-PERFORMANCE:**

In the event the Proposer does not fulfill its obligations under the terms and conditions of this contract, the Town may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Proposer. Under no circumstances shall monies be due to the Proposer in the event open market products can be obtained below contract cost. Any monies charged to the Proposer may be deducted from an open invoice.

**12. FORCE MAJEURE:**

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

**13. EXCEPTIONS:**

Proposers may elect to make minor exceptions to the terms and conditions of this RFP. The Town of Elsmere will evaluate each exception according to the intent of the terms and conditions contained herein, but the Town shall reject exceptions that do not conform to Federal, State or Local law and/or create inequality in the treatment of Proposers.

Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

**14. BUSINESS REFERENCES:**

Proposers must supply three (3) business references consisting of current or previous customers to which they provided similar services to a similar number of residential properties. Each reference provided shall contain the name, address, telephone number, fax number, e-mail address, and the name of a verifiable current contact person.

**15. RESPONSIBILITY:**

Those providing a proposal must affirmatively demonstrate their ability to meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain such resources as required.

- b. Be able to comply with the required or proposed delivery schedule.
- c. Own a sufficient number of vehicles and equipment to ensure consistent delivery of the services without interruption should the Proposer experience break down or equipment failures.
- d. Employ enough employees to convince the Town that a lack of employees will not be an issue throughout the contract period.
- e. Have a satisfactory record of performance.
- f. Be otherwise qualified and eligible to receive an award.
- g. Possess and maintain throughout the term of the contract should one be awarded, a valid State of Delaware, New Castle County and Town of Elsmere, Business License.
- h. All services shall be provided during the normal work week (Monday through Friday) between the hours of 7:00am and 5:00pm. Prior approval of the Town Manager must be obtained prior to any work being performed after 5:00pm or on a Saturday or Sunday.

The Town may request other information sufficient to determine provider's ability to meet requirements of this Request for Proposal.

**16. PROPOSAL ADMINISTRATION:**

Under this Proposal, the Town Manager of the Town of Elsmere, shall be the Proposal Administrator with designated responsibility to ensure compliance with proposal requirements, such as but not limited to, acceptance, inspection and delivery. The Proposal Administrator will serve as liaison between the Town of Elsmere and the successful Proposer.

**17. DESIGNATED CONTACT PERSON:**

Proposer shall provide the Town with a local contact number within the (302) area code, and one specific person who shall be designated by the Proposer as a single point of contact. This person is to serve as liaison between the Proposer and the Town concerning all compliance issues with proposal requirements.

**18. BILLING AND PAYMENT:**

Payment shall be made by check from the Town of Elsmere upon satisfactory completion and acceptance of items and submission of an invoice to the Town for work specified by this Proposal Document. All payments owed will be paid no later than thirty (30) days after the invoice is received by the Town.

At a minimum, invoices shall include:

1. Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
2. Town of Elsmere Proposal Number, Purchase Order, and/or delivery order number
3. Identification of items or service as outlined in the Proposal
4. The quantity or quantities, applicable unit prices, total prices, and total amount
5. Any additional payment information which may be called for by the Proposal

Payment inquiries should be directed to the Town of Elsmere Finance Department; Attention: Valarie Strzempa at (302) 998-2215.

**19. DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful Proposer for signature shall be executed by a representative who has the legal authority to enter the organization into a formal contract with the Town of Elsmere.

**20. FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No Proposer or any of their employees is authorized to begin any work prior to receipt of a Town of Elsmere award letter signed by authorized representatives of the Town authorizing the service. No purchase order, telephone call, or fax shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.

**21. TIME OF PERFORMANCE:**

The services of the Proposer are to commence after receipt of an award letter and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. In any event all the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Proposer unless amended, in writing, by both parties.

**22. PROPOSER RESPONSIBILITY:**

The Town may enter into a contract with the successful Proposer. The successful Proposer shall be responsible for all products and services as required by this RFP. Sub-proposers, if any, shall be clearly identified in the financial proposal.

**23. PERSONNEL:**

- a. The Proposer represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.



- b. All of the services required hereunder shall be performed by the Proposer or under their direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Town.

**24. TERMINATION OF CONTRACT:**

Should a contract be awarded, if for any reason, or through any cause, the Proposer fails to fulfill in timely and proper manner his obligations, or if the Proposer violates any of the covenants, agreements, or stipulations of the contract, the Town of Elsmere shall have the right to terminate the contract by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Proposer in the performance of the contract shall, at the option of the Town of Elsmere, become its property, and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Town.

**25. CHANGES:**

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

**26. RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid contract has been awarded and executed.

**27. ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the Town of Elsmere, the Proposer hereby grants, conveys, sells, assigns, and transfers to the Town of Elsmere all of its rights, 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 Town of Elsmere, relating to the particular goods or services purchased or acquired by the Town of Elsmere pursuant to this contract.

**28. COVENANT AGAINST CONTINGENT FEES:**

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the Town of Elsmere shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**29. GRATUITIES:**

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

**30. AFFIRMATION:**

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

**31. AUDIT ACCESS TO RECORDS:**

The Proposer shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Proposer agrees to preserve and make available to the Town of Elsmere, upon request, such records for a period of five (5) years from the date services were rendered by the Proposer. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Proposer agrees to make such records available for inspection, audit, or reproduction to any official Town of Elsmere representative in the performance of his/her duties under the Contract. Upon notice given to the Proposer, representatives of the Town of Elsmere or other duly authorized Town of Elsmere or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material

relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Proposer's financial records will be borne by the Proposer. Reimbursement to the Town of Elsmere for disallowances shall be drawn from the Proposer's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**32. TERMINATION OF CONTRACT:**

- a. Termination for Cause - If, for any reasons, or through any cause, the Proposer fails to fulfill in timely and proper manner his obligations under this Contract, or if the Proposer violates any of the covenants, agreements, or stipulations of this Contract, the Town of Elsmere shall thereupon have the right to terminate this contract by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Proposer under this Contract shall, at the option of the Town of Elsmere, become its property, and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Town of Elsmere.
- b. Termination for Convenience - The Town of Elsmere may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Town of Elsmere, become its property and the Proposer shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Town of Elsmere. If the Contract is terminated by the Town of Elsmere as provided herein, the Proposer 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 Proposer covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Proposer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Proposer during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

**33. REMEDIES:**

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

**34. AMENDMENTS:**

This contract may be amended, in writing, by agreement of both parties.

**35. PROFESSIONAL SERVICES PROCUREMENT METHOD (IF APPLICABLE):**

The Town of Elsmere shall evaluate qualifications and prepare a list, ranking in order of preference, of the Proposals deemed to be qualified to perform the required services for each service/contract.

The Town of Elsmere will enter into negotiations with the most qualified Proposer selected as a result of the Request for Proposal process.

Beginning with the top Proposer designated on the list for the Service/Contract; the Town of Elsmere shall begin negotiations. After the successful negotiations, a contract will be entered into with the successful Proposer. If the Town of Elsmere is unsuccessful in negotiating the most qualified Proposer, it will negotiate with the next most qualified Proposer, and so on.

**36. SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every Sub-Proposer shall be identified in the Proposal and agreed to in writing by the Town of Elsmere. Any substitutions in or additions to such Sub-Proposers, associates, or consultants will be subject to the prior written approval of the Town of Elsmere.

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

**37. TOWNS RESPONSIBILITIES:**

The Town shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Proposer to the Town and render to the Proposer in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Proposer.
- b. Give prompt written notice to the Proposer whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Proposer's services.

**38. CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Proposers are advised that upon request for this

information from a third party, the Town is required to make an independent determination as to whether the information may be or must be divulged to the party.

**39. CONTRACT DOCUMENTS:**

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

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

**40. ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Town of Elsmere.

**SECTION 2**

**1. FORMAT FOR PROPOSAL:**

**A. INTRODUCTION:**

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

**B. COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Proposers ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Town of Elsmere.

**C. TABLE OF CONTENTS:**

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

**D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

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

**E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:**

Four (3) copies of the Proposal and 1 USB copy shall be submitted in a sealed package clearly marked with the name of the Proposer and labeled Town of Elsmere RFP 23-03, Senior Center Bathroom Construction Project. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Proposers signature. The remaining three (3) copies do not require original signatures.

**F. ADDENDA TO THE RFP:**

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all Proposers known to have received a copy of the RFP. Potential Proposers shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

**G. INCURRED EXPENSES:**

The Town of Elsmere will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

**H. ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Proposers offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

**I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:**

The Town of Elsmere reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the Town of Elsmere will be served by doing so.

### **SECTION 3**

#### **GENERAL INSTRUCTIONS:**

All Proposals submitted must be valid for a period of one hundred eighty (180) days after Proposal Deadline.

The successful proposal if awarded will become a part of the contract between the Town of Elsmere and the successful Vendor.

Prior to submitting Proposal, Proposers are required to examine the Proposer instructions, specifications and Proposal forms carefully. Failure to do so will be at the Proposers risk.

All costs directly or indirectly related to the preparation of a response to this Proposal or any oral presentation required by the Town of Elsmere to supplement and/or clarify a Proposal shall be the sole responsibility of the Proposer.

All certificates of insurance coverage must be provided to the following individual prior to beginning work:

Steven Martin  
Town Manager  
Town of Elsmere  
11 Poplar Avenue  
Elsmere, Delaware 19805

Proposers must provide a list of at least three (3) entities where projects and services have been provided that is similar in size and scope.

It shall be the sole responsibility of the Proposer to visit the sites where the grounds are to be maintained and ask any questions they may have request clarification as to the specific requirements of this request for proposal with the Town Manager or his designated representative prior to submitting a proposal.

The successful Proposer must supply all of the equipment, materials and labor. The Town of Elsmere may provide storage space for the Proposers equipment only after written requests have been submitted.

The Proposer must submit a status report of jobs completed to the Town Manager on a weekly basis. This report will list completed job duties during the reporting period. Duties to be reported include work performed, and project status updates. Problem conditions that are encountered during the normal duties of the Proposer shall be reported as well. This report may also contain any other comments or suggestions. A representative of the Town of Elsmere will periodically throughout the year conduct site evaluations and compliance reports will be completed and turned into the Town Manger on the performance of the Proposer based on the project completion schedule and specifications.

If at any time the Proposers performance fails to meet expectations the Proposer will be provided an opportunity to correct any deficiencies which will not exceed a period of thirty (30) days. If performance does not improve, the contract will be cancelled.

## GENERAL SPECIFICATIONS

All proposals shall ensure the inclusion of the following:

- Create an ADA accessible bathroom in the lower level of the building.
- Frame new wall with 2" x 4" studs 9' and 2" x 6" ceiling joist set at 8' high with one door opening.
- Install wood blocking with ADA rails.
- Install drywall, paint and drop ceiling.
- Install 2 pre-hung solid core doors 1 – 34" x 80" for bathroom entrance and install 1 door for utility closet.
- Install industrial LVP flooring.
- Install ADA toilet and sink with shut off valve. Include wall mounted toilet paper holder, paper towels holder and a mirror above the sink.
- Install ADA 36" grab rails as required. 1 behind the toilet and 1 on the side walls.
- Install sewage pit with pump system with alarm and run new vent line and discharge into pit as required by code.
- Rough in the electrical for lighting, 2 GFI outlets and install a fan light combination vented to the exterior
- Return site to a clean condition removing all job-related debris.

**A mandatory pre-bid meeting will be held on September 6<sup>th</sup> at 9:00 am.**



# APPENDIX "A"

## Proposal Form

Name of Proposer: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**TOTAL AMOUNT OF PROPOSAL** \$ \_\_\_\_\_  
(proposal details should be submitted on a separate sheet and included with this form)

**\_\_\_\_\_ CHECK HERE IF THE PROPOSAL INCLUDE ANY EXCEPTIONS TO THE SCOPE OF WORK. (EXCEPTIONS SHOULD BE SPECIFICALLY NOTED AND SUBMITTED WITH THIS FORM)**

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

\_\_\_\_\_  
(Signature of Person Authorized to Sign PROPOSAL) \_\_\_\_\_  
Date

Printed Name and Title of Signer:  
  
\_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

**APPENDIX "B"**  
**Affidavit of Workers Eligibility**

STATE OF DELAWARE )

) SS.

COUNTY OF NEW CASTLE )

**AFFIDAVIT OF COMPLIANCE**

**WITH TOWN OF ELSMERE EMPLOYMENT REQUIREMENTS**

1. I am an officer of \_\_\_\_\_ (the "Company") and am authorized to make this affidavit on its behalf.
  
2. I hereby certify that all of the employees of the Company performing work within the Town of Elsmere are lawfully permitted to be employed by the Company under both federal and state law.

\_\_\_\_\_  
Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

**\* This form must be signed and included for each proposal \***

# APPENDIX "C"

## Debarment Certification

- (1) The Proposer certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - (b) have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

<b>Agency Name:</b>
<b>Project Title:</b>
<b>Agency Project Manager:</b>
<b>Title of Project Manager:</b>
<b>Agency Authorizing Official (Print):</b>
<b>Agency Authorizing Official (Signature):</b>
<b>Date:</b>

**APPENDIX "D"**  
**Sample Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/04/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> ABC Insurance Agency 1 Main St SAMPLE CERTIFICATE OF INSURANCE Elsmere DE 19805	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Company Rated A- VII or Better</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company Rated A- VII or Better		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Insurance Company Rated A- VII or Better															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> ABC Contracting & Service Provider 2 Main St SAMPLE CERTIFICATE OF INSURANCE Elsmere DE 19805															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	General Liability	06/30/2019	06/30/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Pesticide or Herbicide	\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Auto Liability	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$	Y	Y	Umbrella Liability	06/30/2019	06/30/2020	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
							PER STATUTE   OTH-ER	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Employers Liability	06/30/2019	06/30/2020	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Town of Elsmere is included as Additional Insured via forms CG2010 & CG2037 or equivalent on a Primary & Non-Contributory Basis for General Liability. The Town of Elsmere is included as an Additional Insured for Automobile Liability and Umbrella Liability on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere for purposes of General Liability, Automobile Liability, Workers Compensation and Umbrella Liability.

<b>CERTIFICATE HOLDER</b>  Town of Elsmere 11 Poplar Ave  Elsmere DE 19805	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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