



April 12, 2016

To Whom It May Concern:

The City of Dover will receive sealed proposals on June 16, 2016 at 2:00 p.m. local time for the purpose of contracting for the **UNDERGROUND UTILITY LOCATOR SERVICES CONTRACT, RFP NUMBER 16-0044COD**. The RFP must be submitted with three paper copies and one electronic copy on either a thumb drive or a cd. **All vendors must complete the request for proposal (RFP) notice and send it to fax (302) 736-7178 or email dooverwhse@doover.de.us if they intend to submit a proposal. Any vendor not returning the form may not receive published addenda.**

PRE-PROPOSAL MEETING:

There will be an **optional** Pre Proposal Meeting at the John W. Pitts Center, 10 Electric Avenue, Dover, DE on Tuesday, May 24, 2016 at 9:00 a.m. The nearest intersection is Electric Avenue and North Street. All prospective vendors are encouraged to acquire and review the specifications prior to attending the meeting.

Your proposal is not revocable for ninety (120) days following the response deadline indicated above.

LATE SUBMISSIONS:

A proposal received after the closing date and time for receipt of the proposals is late and shall not be considered. It is the responsibility of the submitter to ensure that the proposal is received prior to the closing date and time.

QUESTIONS:

If you have questions concerning this Request for Proposal, they must be made in writing and emailed to me at dooverwhse@doover.de.us. All questions must be submitted no later than June 1, 2016. All questions will be compiled and answered in the form of an addendum and will be emailed to all prospective vendors who return the RFP solicitation form attached and will be posted on the City of Dover web site, www.cityofdoover.com. All changes or corrections to this Request for Proposal will be handled by addenda issued by the Purchasing Office. The receipt of all Addenda must be acknowledged on the proposal submission form.

The City of Dover reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's response.

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

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

Proposals will be opened publicly at the time and place designated in this letter. The name of each offeror shall be read publicly and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The main purpose of the RFP opening is to reveal the name(s) of the vendors, not to serve as a forum for determining the low proposal.

The contract shall be awarded within 120 days of the closing date to the offeror whose proposal is determined in writing to be most advantageous to the City. All prices must be held firm for a minimum of 120 days from the date of the opening. The proposals, summaries, and tabulations shall not be open for public inspection until after receipt of a fully executed contract.

Conflict of Interest Clause:

Pursuant to Dover Code, Chapter 30, Section 30-33, No city employee or official may participate on behalf of the city in the review or disposition of any matter pending before the city in which he has a personal or private interest. No city employee or official shall benefit from any contract with the city, nor solicit any contract, and shall not enter into any contract with the city (other than an employment contract). No person who has served as a city employee or official shall represent or otherwise assist any private enterprise on any matter involving the city, for a period of two years after termination of his employment or elected or appointed status with the city, if he gave an opinion, conducted an investigation or otherwise was directly and materially responsible for such matter in the course of his official duties as a city employee or official. All parties hereto declare and affirm that no officer, member, or employee of the City, and no member of its governing body, and no other public official of the City who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the City, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

The City of Dover reserves the right to waive technicalities, to reject any or all proposals, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the City.

All proposals are to be received by the Procurement Office, 710 William Street, Dover, DE, 19904 no later than the 2:00 p.m. opening. All proposals will be opened in the presence of the Procurement Manager or his/her designee. The name of each offeror shall be read publicly. All other information contained in the proposals shall be confidential so as to avoid disclosure of information prejudicial to competing offerors during the negotiation process. Any and all proprietary information contained within the proposal must be clearly marked. The cover must indicate that the proposal contains such information. **Copies** of the proposals will not be provided to competing vendors.

Minority, women, veteran, service disabled veteran, and individuals with disabilities owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted proposal documents.** **The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware Office of Supplier Diversity to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

Local vendor preference shall be considered for materials, equipment, construction contracts, and utility contracts. Local vendor preference shall be three percent (3%) of the annual value of the award. The term local vendor is defined as a gradually increasing range with preference assigned as follows:

Rule 1: Vendor located within the city limits of the City of Dover.

Rule 2: Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1)

Rule 3: Vendor located within the State of Delaware (applicable only if no vendor qualifies under rules 1 & 2)

In the event that no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded. **The vendor must identify qualification and claim to the preference on the submitted proposal documents.** This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed.

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the City of Dover may contract for an 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 contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

Neither the contractor nor the City of Dover 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.

Vendors must provide references to the City of Dover upon request. Vendor references may be checked to verify the proposer's ability to perform the contract requirements, the quality of work and the ability to meet obligations.

ENVELOPES MUST BE MARKED "UNDERGROUND UTILITY LOCATING SERVICES, RFP NUMBER 16-0044COD." No faxed or email proposals will be accepted.

The City of Dover shall have the right to reject any or all proposals if deemed to be in the best interest of the City, such as but not limited to local vendor preference and minority vendor preference while awarding contracts.

Sincerely,

Peter K. Gregg
Contract and Procurement Manager
City of Dover
(302) 736-7795
Fax (302) 736-7178
Pgregg@dover.de.us
www.cityofdover.com



REQUEST FOR PROPOSAL SOLICITATION NOTICE

RFP Number: 16-0044COD

RFP Opening: June 16, 2016, 2:00 p.m.

Description: Underground Utility Locating Services Contract

If you are interested in the request for proposal described above, you can download it in Adobe PDF format from our web site <http://www.cityofdover.com/bid-procurement>. Any amendments of other additional information related to this solicitation will be posted with the original document on the web site.

If you do not have internet access and want to receive this request for proposal, all subsequent amendments, or additional information on the RFP package, please provide the requested information to:

The City of Dover
 Purchasing Office
 710 William Street
 Dover, DE 19904
 Fax: (302) 736-7178, attention Peter Gregg
 Phone: (302) 736-7795
 e-mail: doverwhse@cityofdover.com

Please complete the following and return this form to Central Services:

Company:	_____	Vendor Response /Request
Address	_____	No submission at this time, please retain on list
	_____	Please send complete RFP package
Contact:	_____	I will download the RFP package
Phone	_____	I intend to submit an RFP
Fax	_____	I do not intend to submit an RFP bid
e-mail for ITB/RFP	_____	Other:

CITY OF DOVER, DELAWARE

REQUEST FOR PROPOSAL

FOR

UNDERGROUND UTILITY LOCATING SERVICES
FOR THE CITY OF DOVER

PROPOSAL NUMBER
16-0044COD



March 2016

Issued By:

City of Dover
Purchasing Office
710 William Street
Dover, Delaware 19904
(302) 736-7046
Fax (302) 736-7178

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ADVERTISEMENT FOR PROPOSALS

Sealed proposals will be received on behalf of the City of Dover, (herein called the "Owner") at the City of Dover, City of Dover Procurement Office, 710 William Street, Dover, DE 19904 no later than 2:00 p.m. EST on Thursday, June 16, 2016. Proposals will then be publicly opened and read aloud immediately thereafter for the following:

Underground Utility Locating Services for the City of Dover

Request for Proposal No.: 16-0044COD

Contract Duration: One (1) year with a City option for two (2) one (1) year extensions.

This work is detailed in the **Underground Utility Locating Services for the City of Dover, RFP No.: 16-0044COD**, proposal documents consists of providing locating services to the City of Dover.

Local vendor preference shall be considered for materials, equipment, construction contracts, and utility contracts. Local vendor preference shall be three percent (3%) of the annual value of the award. The term local vendor is defined as a gradually increasing range with preference assigned as follows:

Rule 1: Vendor located within the city limits of the City of Dover.

Rule 2: Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1).

Rule 3: Vendor located within State of Delaware (applicable only if no vendor qualifies under rule 1 or 2).

If in the event no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded. **The vendor must identify qualification and claim to the preference on the submitted proposals documents.** This preference is to be considered as standalone and cannot be added to any other preferences that may be allowed.

Minority owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted documents. The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware, Department of Administrative Services, Office of Minority and Women Business Enterprises to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

The right is reserved, as the interests of the City of Dover may appear, to reject any and all proposals, to waive any information in proposals received, and to accept or reject any items of any submission.

City of Dover, Delaware

By Peter Gregg
Contract and Procurement Manager
City of Dover

SECTION ITP
INVITATION TO PROPOSERS

RFP NUMBER: 16-0044COD

Sealed Proposals, three (3) copies, will be received by the City of Dover, City of Dover Procurement Office, 710 William Street, Dover, DE no later than **2:00 P.M. on Thursday, June 16, 2016** for the **Underground Utility Locating Services for the City of Dover**, at which time the proposals will be opened.

I. NAME OF SOLICITING GOVERNMENT

**City of Dover, Delaware
City Hall – The Plaza
P.O. Box 475
Dover, Delaware 19903-0475**

II. PURPOSE OF REQUEST

- A. The City of Dover (the City) request proposals for providing all aspects of Utility locating services for a one (1) year period and possible two (2), one (1) year extensions. The City currently locates water, sewer (gravity sewer and force main) and electric (including fiber) for all City owned facilities in Dover and areas outside corporate limits. The current service territory includes 74 Square Miles. These facilities will be constructed from both conductive and non-conductive materials. The Contractor shall conform to the Owners requirements as outlined in Utilities Service Protection Center of Delmarva, Inc. (Miss Utility) and will be acting as an Agent for the City. The City invites written proposals from qualified firms that are interested in providing services, as outlined below.
- B. This will be a non-exclusive contract and nothing herein shall limit the City's right to obtain proposals or services from other professional for similar work at any time the City chooses.

III. SCOPE OF WORK

- A. Contractor shall comply with all aspects applicable outlined in the Underground Utility Damage Prevention and Safety Act, located in the Delaware State Law.
- B. Contractor shall provide complete personnel, office services, vehicles, and all tools and materials necessary for the safe and proper performance of this agreement.
- C. All locators must be provided with cell phones by the Contractor to allow the City of Dover to contact field personnel. A contact phone number staffed during normal business hours must be provided for customer inquiries.
- D. The City of Dover will provide maps as appropriate to the contractor in multiple formats including but not limited to Autocad, ArcMap and paper copies. These maps will provide the general location of the utilities. It is understood that the Contractor will NOT have maps that show the entire underground infrastructure and the Contractor will be responsible for locating these unmapped facilities.

- E. The Contractor shall arrive within two (2) hours to all emergency ticket requests.
- F. The Contractor shall properly connect to infrastructure to ensure proper locating with all infrastructure.
- G. Normal business hours are Monday – Friday 7:00 a.m. to 3:30 p.m. excluding holidays observed by the City of Dover Electric Department. The Contractor shall be in the City at 7:00 a.m. to start their work.
- H. The Contractor will be responsible for receiving and returning tickets within the mandated times provided by ticket check. These tickets will be received by the contractor through Miss Utility and responded too, using ticket check. The City may grant extensions to ticket time requirements in rare instances; however, 98% of the tickets shall be located on time and 100% of the tickets shall be responded to as outlined by Miss Utility.
- I. Any utilities damaged because of mismarking or failure to mark will be the responsibility of the Contractor and the Contractor will be financially obligated for the repair of the facilities and any other claims related to the damage, including but not limited to “loss of service”, “damage” or any other third party claim.
- J. All paper and electronic plans, maps, and/or documentation are considered proprietary and shall not be released by the Contactor to any other party unless written approval is provided by the City of Dover.
- K. The proposal must include primary contact information for the Contractor, experience, proof of insurance and exceptions.
- L. Contractor shall keep a record, for up to six (6) years, of each ticket indicating the time and date the ticket was marked / cleared, the type of facility marked, and date and time of the person notified. The Contractor shall, at minimum, photograph the site, before and after mark out, with the ability to obtain the measurement of the mark from the photograph.
- M. Contractor shall notify the City of the presence of any identifiable, but not-locatable City facilities, and prior to clearing the ticket await direction from the City. The Contractor assumes all responsibility for liability if they do not receive direction from the City.
- N. Contractor shall be responsible for any and all applicable Delaware Department of Transportation (DelDOT) requirements, including, but not limited to the MUTCD Part 6.
- O. The anticipated quantity of tickets each year is 9,200, each ticket typically includes a mark out for electric, wastewater and water.
- P. New employees hired by the Contractor shall be vetted and the City will have the right to refuse certain employees from working for the City. The Contractor shall provide personnel change updates to the City as needed throughout the contract.

IV. STATEMENT OF QUALIFICATIONS (SOQ)

- A. The written proposal submitted shall include, at a minimum, the following information:

1. The firm name and contact person, together with the address, telephone number, facsimile number and email address, of the office from which the services will be provided. The state permit number for the firm shall also be provided.
2. A brief history of the Firm (limit two pages). Information shall include evidence that the firm is authorized to do business in the State of Delaware and be willing to obtain a City of Dover Business license, prior to the execution of the contract.
3. A description of the services which the proposer is capable of providing, together with an explanation of how these services might best assist the City. How the firm will be able to meet the specific requirements provided within the Scope of Work must be clearly addressed.
4. A listing of at-fault damages and violations which have occurred over the past five (5) years.
5. A list of references the City may contact in order to assist in the evaluation of your past performance. Please limit these references to entities within the State of Delaware to whom you have provided services over the past three (3) years. For each reference listed, the information provided should consist of the following:
 - a. Name and mailing address of the entity
 - b. Name and telephone number of your contact person within said entity
 - c. Brief description of services provided
6. Include staff listing that will be working on this contract, include their experience within the industry and their current company.
7. Provide documentation that shows that your business has a current safety plan and or policy in place and conducts periodic safety training.
8. A statement to the effect that the selection of the successful vendor shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a vendor, said vendor must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict. (The City reserves the right to select more than one firm to perform the required services to avoid conflict of interest and other similar occurrences.)
9. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the vendor in any matter related to the professional activities of the vendor. Similar information shall be provided for any current or pending litigation or proceeding.
10. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to serve.

V. COMPENSATION

- A. The City shall be invoiced for all materials received. Invoices are typically processed within thirty (30) calendar days.

VI. SELECTION CRITERIA

- A. In order to ascertain which proposal best meets the needs of the City, proposals will be independently evaluated, according to the following criteria, by two (2) or more qualified individuals of the City's staff:

	FACTOR	POINT RANGE
A	Work experience with locating water, wastewater, electric and fiber lines. Including safety record of locators, specifically at fault locates	0 to 35
B	Ability to meet response time to emergency tickets.	0 to 5
C	Total cost.	0 to 30
D	Geographical knowledge of Dover.	0 to 5
E	Ability to handle all aspects of receiving and reporting ticket status.	0 to 5
F	Contractors ability to sustain locators within organization	0 to 20
	MAXIMUM POINTS	100

END OF SECTION

SECTION IP
INSTRUCTIONS TO PROPOSERS

I. PROPOSAL SUBMISSION

- A. All proposals should be delivered to:

Peter Gregg
Contract and Procurement Manager
City of Dover Procurement Office
710 William Street
Dover, Delaware 19904

- B. Questions regarding scope of services or proposal process:

1. To ensure fair consideration for all proposers, communication to or with any department or departmental staff during the submission process, will be prohibited except as provided in the third paragraph below. Any communication between proposer and the City will be initiated by the appropriate staff member in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.
2. Any questions relative to interpretation of the scope of services or the proposal process, shall be addressed as indicated below, in ample time before the period set for the receipt and opening of proposals.
3. Questions or comments should be directed **in writing** to:

Peter Gregg
Contract and Procurement Manager
City of Dover Procurement Office
710 William Street
Dover, Delaware 19904

Facsimile Number: (302) 736-7178

Use E-mail address: doverwhse@dover.de.us. You must include RFP number 16-0044COD in the subject line of your email.

- C. In order to be acceptable, **three (3) paper copies and one (1) electronic copy on either a flash drive of a CD, of the proposal must be submitted in a sealed envelope on the outside of which shall be plainly marked "Sealed Proposal: Underground Utility Locating Services for the City of Dover, Opening June 16, 2016 2:00 P.M. RFP No.: 16-0044COD", together with the name and address of the company submitting the proposal.** Proposals will be received until **2:00 P.M.** or hand delivered no later than **2:00 P.M.** on **Tuesday, June 16, 2016**, at which time they will be publicly opened in the **City of Dover Procurement Office, 710 William Street, Dover, Delaware 19904.**
- D. Proposers are fully responsible for the timely delivery of proposals. Late proposals will not be accepted and will be returned to the proposer unopened. Telegraph, telephone, facsimile machine, and electronic mail proposals will not be accepted under any circumstances.

- E. In the event that personal interviews are deemed necessary, and your business is included among those selected for interview, you will be contacted in order to schedule a mutually agreeable date and time for the interview.
- F. It is anticipated that a final decision on the business to be selected will be made within 30 days or upon approval by City Council, whichever occurs earlier. All proposers will subsequently be contacted and advised of the Department's decision.

II. TERMS AND CONDITIONS

- A. The City reserves the right to reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which in its judgment best serves the interests of the City. The City further reserves the right to award the contract to the next most qualified proposer if the successful proposer does not execute a contract within thirty (30) days after being notified of the award of the proposal.
- B. The City reserves the right to request clarification of information submitted and to request additional information from one or more proposers. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the proposer, and shall not be passed on to the City under any circumstances.
- C. Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the City the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.
- D. Escalation Procedures:
 - 1. All items that are subject to escalation must be identified as such in the proposal. If an item is not identified as being subject to escalation, the price proposed will be considered as firm for the period of the contract.
 - 2. The price proposed for items subject to escalation will be considered as the "base selling price". The proposal must reflect the period of time that this price will remain in effect.
 - 3. The proposal must clearly identify the index selected by its complete title and identifying code. The proposal must also state where the index is published or located on the internet.
 - 4. The proposal must clearly specify whether price adjustments are to be made at fixed intervals, such as monthly, quarterly or semi-annually.
- E. Any written agreement or contract resulting from the acceptance of a proposal shall be prepared on forms either supplied by or approved by the City, and shall contain, at a minimum, applicable provisions of this request for proposals. The City reserves the right to reject any agreement that does not conform to the request for proposals or any other City requirements for agreements and contracts. The following are representative of the provisions to be included within the contract documents:
 - 1. Termination - If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable

compensation for the work satisfactorily completed.

2. Assignment - The proposer shall not assign any interest in the contract, and shall not transfer any interest in the same without the prior written consent of the City.
3. Non-discrimination - The successful proposer must specify in the contract that the firm will not discriminate under the contract, against any person as provided in any federal, state, or local government laws and regulations.
4. Certificate of Insurance - The contractor selected must present proof of insurance coverage of a nature and amount deemed adequate by the City, and be willing to execute a hold harmless indemnification for the City.
5. Publication of Information - No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the City. This provision shall only apply insofar as it does not conflict with the provisions of the Freedom of Information Act.
6. Term of Contract - The length of the contract will be for one (1) year. By mutual consent of the contracted firm and the City, the contract may be renewed or extended for two (2) additional one (1) year periods. This option shall be exercised only if agreed to in writing by both parties and approved by the Director of Public Works & Electric Director.

- F. The successful Proposer shall be required to enter into a contract with the City of Dover which shall reflect the services requested in the Invitation to Proposal, without delay upon notice of award of contract.

III. INSURANCE REQUIREMENTS

- A. Policies Required. At all times during the term of this Agreement, the CONTRACTOR shall keep in force and affect all insurance policies as described below:
- B. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Delaware law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City of Dover. The CONTRACTOR shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- C. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$2,000,000 each occurrence.
- D. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- E. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Delaware. Such insurance will be primary. All contractors and all

of their subcontractors who perform work on behalf of the CONTRACTOR shall be responsible for carrying, in full force and effect, worker's compensation and employer's liability, and automobile liability insurance coverage.

- F. Certificate of Insurance; Other Requirements. At the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the CONTRACTOR will furnish the CITY with a Certificate of Insurance with the CITY named as an additional insured. The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. The CITY shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.
- G. Limits. The limits of liability set out in this Agreement may be increased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase the CITY's exposure to risk.
- H. Deductible/Self-insurance Retention Amounts. The CONTRACTOR shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

IV. PROPOSAL PROCESS SCHEDULE

- A. The City will use the following tentative timetable in the selection process, which should result in the selection of a firm by Monday July 18, 2016:

Date	Event
Thursday, May 12, 2016	Publicly Advertise ITB #16-0044COD
Wednesday, May 25, 2016	Optional Pre-Proposal Meeting to be held at the John W. Pitts Center, 10 Electric Avenue, Dover, DE 19904 @ 9:00 a.m. The doors will be locked at 9:00 am!
Wednesday, June 1, 2016	Deadline for submitting questions
Thursday, June 9, 2016	Addendum issued/answers to proposer questions published.
Thursday, June 16, 2016	PROPOSAL OPENING Deadline to submit final proposals (3 original copies by 2:00 pm)
Thursday, June 30, 2016	City Completes Evaluation of Proposals
Monday, July 18, 2016	City Issues Notice of Award

END OF SECTION

**SERVICES TO PROVIDE UNDERGROUND LOCATING SERVICES
CITY OF DOVER, DELAWARE**

PROPOSAL FORM

Date: _____

Proposal of _____ (hereinafter called "PROPOSER"), organized and existing under the laws of the State of Delaware doing business as _____. To the City of Dover (hereinafter called "OWNER").

In compliance with the Invitation to Proposers, PROPOSER hereby proposes to perform all WORK for the Underground Utility Locating Services for the City of Dover, RFP No. 16-0044COD, in strict accordance with the SCOPE OF WORK, within the time set forth therein, and at the prices stated below. The PROPOSER has examined and fully understands the scope of work.

The PROPOSER declares that the attached documents therein referred to have been carefully examined and are understood. It is proposed and agreed if the Proposal is accepted to contract with the City of Dover the required work in the manner set forth in the documents.

*Corporation, Partnership, or Individual as applicable.

Vendor acknowledges receipt of the following ADDENDUM (if applicable):

The PROPOSER declares that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation, making a proposal for the same work.

The proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, proposer will execute the formal contract attached within 10 days and deliver.

The names and addresses of all members of a firm or the names, addresses, and titles of every officer of a corporation as the case may be, must be given here by the member if the firm or by the officer or agent of the corporation who signs the Proposal.

Respectfully submitted:

Signature

Company Name

Title

Address

Date

Taxpayer ID Number

License Number (if applicable) Telephone No.

SEAL – (If proposal is by a corporation)

If a Partnership, state names and addresses of Partners here:

SERVICES TO PROVIDE UNDERGROUND LOCATING SERVICES
RFP NO.:16-0044COD
CITY OF DOVER, DELAWARE
PROPOSAL FORM

NO.	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT OF MEASURE	YEAR 2 ESCALATOR (%)	YEAR 3 ESCALATOR (%)
01	FLAT TICKET RATE DURING NORMAL BUSINESS HOURS	EACH			
02	FLAT TICKET RATE AFTER NORMAL BUSINESS HOURS	EACH			
03	HOURLY REQUEST (OUTSIDE TICKET REQUEST)	HOURLY			
04	DURING NORMAL BUSINESS HOURS HOURLY RATE FOR TICKET REQUEST	HOURLY			
05	AFTER NORMAL BUSINESS HOURS HOURLY RATE FOR TICKET REQUEST	HOURLY			

CHECK THE APPROPRIATE BOXES:

	Yes	No
<u>Local Vendor Preference, Rule 1:</u> Vendor located within the city limits of the City of Dover.		
<u>Local Vendor Preference, Rule 2:</u> Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1)		
<u>Local Vendor Preference, Rule 3:</u> Vendor located within the State of Delaware (applicable only if no vendor qualifies under rules 1 & 2)		
<u>Minority Vendor Preference</u> , with authoritative proof of qualification		

MANDATORY DELIVERABLES WITH PROPOSAL, CHECK BOX TO SIGNIFY SUBMITTED:

Proposer has attached proper information to satisfy the Statement of Qualification Section of the documents, as outlined in Section ITP, Paragraph IV.	
Proposer has attached proper information to satisfy the Selection Criteria Section of the documents, as outlined in Section ITP, Paragraph VI.	
Insurance Requirements, as outlined in Section IP, Paragraph III.	

Contractor's Name

Signature

Title

Date

END OF SECTION

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the _____ day of _____ in the year 2016, between The City of Dover, a Delaware Municipal Corporation, whose address is 15 Lookerman Plaza, Dover, Delaware 19901 (hereinafter referred to as the CITY), and _____, whose address is, _____ (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. SERVICES

The CONTRACTOR shall perform the following services: **SEE REQUEST FOR PROPOSAL FOR UNDERGROUND UTILITY LOCATING SERVICES FOR THE CITY OF DOVER RFP NO.: 16-0044COD AND THE SUBMITTED PROPOSAL FORM.** Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar projects at any time the CITY so chooses.

2. INDEMNIFICATION

The CONTRACTOR, and any agent or subcontractor, shall defend, indemnify and hold harmless the CITY and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors, against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney fees of the CITY and all other costs and expenses of litigation). Claims arising in any way, including any act, omission, failure, negligence or willful misconduct, in connection with the work, construction, maintenance, repair, presence, use, or operation by the CONTRACTOR, or the CONTRACTOR's officers, directors, employees, agents, and sub-contractors, shall be responsible for Claims. Such Claims include, but are not limited to, the following:

- a. Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- b. Cost of work performed by the CITY that was necessitated by the CONTRACTOR's failure, or the failure of the CONTRACTOR's officers, directors, employees, agents, or sub-contractors, to perform work, or maintain CITY facilities in accordance with the requirements and specifications of this Agreement, or from any other work authorized under this Agreement;
- c. Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by the CONTRACTOR, or CONTRACTOR's officers, directors, employees, agents, and sub-contractors, pursuant to this Agreement;

3. PROCEDURE FOR INDEMNIFICATION

- a. The CITY shall give notice promptly to the CONTRACTOR of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against the CITY, the notice shall be given to the CONTRACTOR by the CITY no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by the CITY.
- b. Failure to timely give the required notice will not relieve the CONTRACTOR from its obligation to indemnify the CITY unless the CITY is materially prejudiced by such failure.
- c. The CITY will have the right at any time, by notice to the CONTRACTOR, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the CONTRACTOR. The CONTRACTOR agrees to cooperate fully with the CITY. If the CITY so assumes control of the defense of any third-party claim, the CONTRACTOR shall have the right to participate in the defense at its own expense. If the CONTRACTOR does not so assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the CITY with respect to the claim.
- d. If the CITY assumes the defense of a third-party claim as described above, then in no event will the CITY admit any liability with respect to, or settle, compromise or discharge, any third-party claim without the CONTRACTOR's prior written consent, and the CONTRACTOR will agree to any settlement, compromise or discharge of any third-party claim which the CITY may recommend which releases the CITY completely from such claim.
- e. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by either entity of any applicable State limits on municipal liability.
- f. Disclaimer. The CITY makes no express or implied warranties with regard to its structures, fixtures, materials, or other equipment, all of which are hereby disclaimed. The CITY makes no other express or implied warranties, except to the extent expressly set forth in this Agreement. The CITY expressly disclaims any implied warranties of merchantability or fitness for a particular purpose
- g. Duty to Competent Supervision and Performance. The CONTRACTOR shall ensure that its employees, servants, agents, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of the CITY, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, the CONTRACTOR shall furnish its employees, servants, agents, and subcontractors with competent supervision and sufficient and

adequate tools and equipment for their work to be performed in a safe manner.

- h. Duty to Inform. The CONTRACTOR further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM FALLING) inherent in the work necessary to perform the work expected under this agreement by the CONTRACTOR's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform the CONTRACTOR's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

4. INSURANCE

- a. Policies Required. At all times during the term of this Agreement, the CONTRACTOR shall keep in force and affect all insurance policies as described below:
- b. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Delaware law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City of Dover. The CONTRACTOR shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- c. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$2,000,000 each occurrence.
- d. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- e. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Delaware. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of the CONTRACTOR shall be responsible for carrying, in full force and effect, worker's compensation and employer's liability, and automobile liability insurance coverage.
- f. Certificate of Insurance; Other Requirements. At the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the CONTRACTOR will furnish the CITY with a Certificate of Insurance with the CITY named as an additional insured. The Certificate shall reference this Agreement and worker's compensation and property insurance

waivers of subrogation required by this Agreement. The CITY shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.

- g. Limits. The limits of liability set out in this Agreement may be increased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase the CITY's exposure to risk.
- h. Deductible/Self-insurance Retention Amounts. The CONTRACTOR shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

5. CODES, LAWS, AND REGULATIONS

The CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. PERMITS, LICENSES, AND FEES

The CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR's performance of the Scope of Services.

7. ACCESS TO RECORDS

The CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during the CONTRACTOR's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. CONTINGENT FEES PROHIBITED

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. PAYMENT

It is understood and agreed by and between the parties hereto that this one (1) year Contract, with a CITY option for two (2), one (1) year extensions in the anticipated rates as per the Proposal submitted by the CONTRACTOR on _____, as accepted by the CITY and further detailed in Attachment A. All requests for payment shall be accompanied by supporting documentation which will include proof of the work performed in accordance to the Contract Documents and other CITY required supporting documentation. Any reimbursement for expenses shall include receipts or copies of the invoices. No other costs or services shall be billed to the CITY.

10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

11. ASSIGNMENT

Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

12. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

13. JURISDICTION

The laws of the State of Delaware shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Kent County, Delaware.

14. TERM AND TERMINATION

All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination. In the event of termination not the fault of the CONTRACTOR, the CONTRACTOR shall be compensated for with Reimbursable Expenses then due and all Termination Expenses.

15. CONTACT PERSON

The primary contact person under this Agreement for the CONTRACTOR shall be Name: _____, Phone No.: _____, Address: _____. The primary contact person under this Agreement for the CITY shall be _____, _____ Department.

16. APPROVAL OF SERVICE PERSONNEL

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of the CONTRACTOR pursuant to this Agreement. If the CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of the CONTRACTOR pursuant to this Agreement, the CITY may require the CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

(CONTRACTOR)

CITY OF DOVER

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ATTACHMENT A

BASIS FOR PAYMENT