

General Requirements
Department of Health and Social Services

1. Silence of Specifications

1.1 The apparent silence of this specification and supplemental specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

2. Adherence to Specification

2.1 Any and all deviations shall be so stated on the returned bid. Unless so stated by the bidder, the State of Delaware shall assume that all requirements have been met and shall hold bidder to each and every part of the specifications.

3. Packaging, Packing and Marking

3.1 Packaging - Unless otherwise specified, commercial packaging as applicable is acceptable under these specifications.

3.2 Packing - All items shall be delivered in standard commercial containers so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery, or blanket wrapped trailer load lots.

3.3 Marking - Each shipping package shall be marked with the name of the item, the quantity contained therein, the name of the contractor and the purchase order number.

4. Deliveries

4.1 All deliveries shall be FOB Destination as specified, with shipping charges prepaid and include all charges that may be imposed in fulfilling the terms of the contract.

5. Quantities

5.1 Quantities indicated are the total requirements for all facilities and may be increased by a maximum of 20 percent at time of purchase or that some items may not be awarded for reason of price, quality or availability of funds.

6. Purchase Orders

6.1 Purchase orders will be issued to the successful bidders within a reasonable time after award of contracts has been made. No deliveries hereunder shall be made until after receipt of formal state purchase order.

7. Special Provisions

7.1 The aforementioned special provisions shall take precedence over the General Rules and Conditions.

8. Brand Names

8.1 References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the State of Delaware. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

9. Colors

9.1 All colors, wood finishes, fabrics or tops which are not specified herein will be selected at a later date.

10. Interpretations or Agenda

10.1 No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Procurement Office.

11. Examination of Site

11.1 Due to the nature of the work involved under this contract, all bidders are urged to thoroughly examine the site. No claims will be allowed for extra labor, materials or equipment required or for difficulties encountered which could have been foreseen by a thorough examination of the site.

12. Measurements

12.1 Before ordering any material or doing any work, the contractor shall verify all measurements at the building and shall be responsible for their correctness. No extra charge or compensation will be allowed because of differences between actual dimensions and measurements indicated on the drawings.

13. Materials and Application

13.1 Manufacturer's specifications in material handling, preparation and installation must be adhered to in all cases. No exceptions will be made without prior approval of the Business Manager or his designee. All materials shall conform to those of good quality as manufactured by reputable companies.

14. Performance Bond and Guarantee

14.1 A performance bond in the amount of one hundred (100%) percent as guaranty for the faithful performance of any contract awarded hereunder will be required from the successful bidder within twenty (20) days after award of contract, unless reduced or waived as stated in bid.

14.2 All bidders are cautioned, in that completion date specified in the Bid Proposal will be upheld by the State. If the successful bidder fails to make completion within the time specified or any extension thereof, as the case may be, the State of Delaware may, by written notice, terminate the right of the successful bidder to proceed or in the discretion of the Procurement Chief, terminate only such part or parts thereof as to which there has been delay. In such event the State may procure the required supplies or services in the open market and the successful bidder and his sureties shall be liable to the State for any excess cost occasioned the State thereby, provided that the successful bidder shall not be charged any excess cost occasioned the State by the procurement of the supplies or services in the open market when the delay of the successful bidder in meeting completion, is due to unforeseen causes beyond the control and without the fault or negligence of the bidder, but not restricted to, acts of God or Acts of the United States Government, etc.

15. Guarantee

15.1 The contractor shall guarantee all materials and workmanship against original defects, or against injury from proper and usual wear when used for the purpose intended.

16. Payments

16.1 **Partial Payments.** If partial payments are desired, the contractor shall prepare his invoice for partial payments less 10% of the invoice amount in quadruplicate as of the last day of each month and submit same to the designated State of Delaware agencies within the Department of Health and Social Services.

16.2 **Final Payment.** After final inspection and acceptance of all work under the contract, the contractor shall prepare his invoice for final payment. The final payment shall consist of the total cost of the contract less partial payment previously received.

17. Release of Liens

17.1 Along with his application for final payment, the contractor shall submit a satisfactory release of all liens against the premises on the part of all persons or firms who have delivered materials for use in or work done in the performance of this contract.

18. Correction of Work after Final Payment

18.1 Neither the final payment nor any provision in the contract documents shall relieve the contractor of responsibility for faulty materials or workmanship and unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from date of final payment.

19. Contractor's Signs

19.1 The facility authorities will not permit the use of any signs, billboards or other advertising media on the grounds or buildings.

20. Conduct of Workmen - Safety and Security Precautions

20.1 Owing to the nature of the institution the following rules of conduct will be strictly enforced by the hospital authorities: No workmen are to loiter around the buildings; in no way are they to attract the attention of the patients, either by conversation or by other methods; and they are not to contact employees of the hospital, excepting those employees especially assigned to the work.

20.2 Contractor will perform work using all safety precautions to protect himself, hospital personnel and property. All tools and equipment will be stored in a safe manner and at a location designated by the owner. No tools may be left unattended at any time.

20.3 Contractor will be responsible for security of all property within the boundaries of this facility during working hours.

20a. Alternate - Conduct of Workmen - Safety and Security Precautions

20a.1 Owing to the nature of the institution the following rules of conduct will be strictly enforced by the facility authorities: No workmen are to loiter around the building and they are not to contact employees of the facility, excepting those employees especially assigned to the work.

20a.2 Contractor will perform the work using all safety precautions to protect himself, facility personnel and property. All tools and equipment will be stored in a safe manner and at a location designated by the owner. No tools may be left unattended at any time.

20.4 20a.3 Contractor will be responsible for security of all property within the boundaries of this facility during working hours.

21. Preference for Delaware Labor

21.1 As required by section 6913, Chapter 69, Delaware Code, in the performance of all public work contracts, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens who have established citizenship by residence of at least ninety (90) days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the State Treasurer equal to the amount of compensation paid to any person in violation.

22. Wage Provisions in Public Works - Minimum Rates

22.1 All successful contractors are required by Section 6912, Chapter 69, Delaware Code, to pay the various classes of laborers and mechanics wages that will be determined by the Department of Labor and Industrial Relations of the State of Delaware to be prevailing for the corresponding labor of classes of laborers and mechanics employed on projects of a character similar to the work in the city, town, village or other subdivision of the State on which the work is to be performed.

22.2 Contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the wage determination decision of the Department of Labor and Industrial Relations schedule contained and made part of this bid contract solicitation.

23. Property Damage and Public Liability Insurance

23.1 Contractor must carry sufficient property damage and public liability Insurance as required by the State of Delaware to protect him and his subcontractors from claims for property damage which might arise from operations under the contract, and/or for claims for injury to or death of one, or more than one, person and to any one accident which may occur or result from operations under the Contract. Proof of insurance coverage to be filed by successful contractor with performance bond.

24. Disposal of Debris

24.1 All fill dirt, debris and other material removed in the performance of this contract must be removed from the building leaving all areas neat and clean and all debris dumped in an area designated by the owner.

25. Names of Subcontractors

25.1 As required by Section 6911, Chapter 69, Delaware Code, all bidders must submit with their bid an accompanying statement containing the names and addresses of the subcontractors whose services the bidder intends to use in performing the work. No bidder for such a contract shall list himself in any accompanying statement as the subcontractor of any part of the project unless the bidder, in addition to being licensed as a general contractor of the State, shall also be recognized in the trade as a subcontractor in and for any such part or parts of such work so listed in such accompanying statement.

25.2 List names and addresses of subcontractors who will be used on this job.

Note: For further bid information please contact:

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