

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT

DOT1002-EQUIP\_REPAIR

EQUIPMENT MAINTENANCE AND REPAIR

STATEWIDE

Completion Date December 31, 2011

Bids will be received in the Bidder's Room (B1.11.01), Transportation Administration Center,  
800 Bay Road, Dover, Delaware until 2:00 P.M. local time August 24, 2010.



**Contract No. DOT1002-EQUIP\_REPAIR**

**EQUIPMENT MAINTENANCE AND REPAIR**

**LOCATION**

STATEWIDE

**DESCRIPTION**

The intent of this contract is to provide for the Equipment Maintenance and Repair for the following types of equipment and vehicles; Heavy Duty Trucks, Heavy Equipment, Aerial Units (Truck Mounted), Safety Equipment, and Small Engines/Tools for the Department of Transportation (DelDOT), as specified in the Proposal..

**COMPLETION DATE**

All work on this contract must be complete by December 31, 2011.

**PROSPECTIVE BIDDERS NOTE:**

No retainage will be withheld on this contract.

The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.

This contract may be awarded to multiple vendors.

**STATE OF DELAWARE  
CONSTRUCTION ITEMS UNITS OF MEASURE**

<b>English Code</b>	<b>English Description</b>	<b>Multiply By</b>	<b>Metric Code</b>	<b>Metric Description</b>	<b>Suggested CEC Metric Code</b>
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m <sup>3</sup>	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m <sup>3</sup>	Cubic Meter	M3
EA-DY	Each Day	N/A	EA-DY	Each Day	EA-DY
EA-MO	Each Month	N/A	EA-MO	Each Month	EA-MO
EA/NT	Each Night	N/A	EA-NT	Each Night	EA/NT
EACH	Each	N/A	EA	Each	EACH
GAL	Gallon	3.785	L	Liter	L
HOUR	Hour	N/A	h	Hour	HOUR
INCH	Inch	25.4	mm	Millimeter	MM
L.F.	Linear Foot	0.3048	m	Linear Meter	L.M.
L.S.	Lump Sum	N/A	L.S.	Lump Sum	L.S.
LA-MI	Lane Mile	1.609	LA-km	Lane-Kilometer	LA-KM
LB	Pound	0.4536	kg	Kilogram	KG
MFBM	Thousand Feet of Board Measure	2.3597	m <sup>3</sup>	Cubic Meter	M3
MGAL	Thousand Gallons	3.785	kL	Kiloliter	KL
MILE	Mile	1.609	km	Kilometer	KM
S.F.	Square Foot	0.0929	m <sup>2</sup>	Square Meter	M2
S.Y.	Square Yard	0.8361	m <sup>2</sup>	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m <sup>2</sup> -25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

\*Not used for units of measurement for payment.

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## **DOT1002-EQUIP\_REPAIR**

### **GENERAL NOTICES**

#### **ATTESTING TO NON-COLLUSION:**

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

#### **TAX CLEARANCE:**

As payments to each vendor or contractor aggregate \$2,000, the Division of Accounting will report such vendor or contractor to the Division of Revenue, who will then check the vendor or contractor's compliance with tax requirements and take such further action as may be necessary to insure compliance.

#### **LICENSE:**

A person desiring to engage in business in this State shall obtain a license upon making application to the Division of Revenue. Proof of said license compliance to be made prior to, or in conjunction with, the execution of a contract to which he has been named.

#### **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

#### **PREPARATION OF PROPOSAL:**

The bidder's proposal shall be written in ink or typewritten on the form provided.

#### **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

#### WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

#### TERMINATION FOR CONVENIENCE:

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

#### TERMINATION FOR CAUSE:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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 State.

#### AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

#### LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

#### PERMITS AND LICENSES:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

#### PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.



EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

TAX EXEMPTION:

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

OR EQUAL (PRODUCTS BY NAME):

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

PRICES:

Prices and/or rates shall remain unless further agreement is made by the State.

MOST-FAVORED CUSTOMER:

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

BID BOND REQUIREMENT:

- A. Bid Bond Waived.

PERFORMANCE BOND REQUIREMENT:

- A. Performance Bond Waived

STATE OF DELAWARE BUSINESS LICENSE:

The successful contractor shall furnish proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

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

**HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and 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 contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

**NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market.

**FORCE MAJEURE:**

Neither the contractor nor the ordering agency 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.

**AUDIT ACCESS TO RECORDS:**

The Contractor 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 Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State 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 Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**EXTENSION OF CONTRACT:**

The Department reserves the right to request to extend the contract for four additional one-year extensions. The one-year extensions must be approved by both parties, in writing, at least 90-days prior to expiration of the existing contract. The successful bidder(s) may extend the contract price to any other State or Local agency during the contract period if it is agreeable with both parties.

**SPECIAL PROVISIONS**

**EQUIPMENT REPAIR CONTRACT**

1. **Summary of Work:**

- a. Provide the necessary labor, parts and materials to provide miscellaneous repairs, including routine maintenance to heavy vehicles and equipment. See attached sheet briefly describing the type of equipment that would potentially require maintenance and/or repairs.
- b. The vendor when required will provide the necessary labor, parts and materials to provide annual safety inspections and dielectric testing on aerial trucks. The vendor has to be licensed and certified for this procedure.
- c. The work would consist of diagnosing the problem, issuing a quotation, and making the necessary repairs upon receipt of a purchase order.

2. **Pricing:**

DelDOT must receive and approve an estimate for the repairs in writing. No work shall begin until DelDOT issues a purchase order for the work.. DelDOT also reserves the right to provide the parts needed.

3. **Location of Repair:**

Work may be performed in the vendor's facility. DelDOT will be responsible to transport the vehicle and/or equipment to and from the vendor's facility.

4. **Time is of the Essence:**

The vendor is expected to diagnose the problem and recommended repair and cost on a quick turnaround time frame.

5. **Mandatory Insurance Requirements:**

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

1. As a part of the contract requirements, the vendor 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 limits specified below with a carrier satisfactory to the State.
  - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
2. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
3. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with DelDOT. The certificate holder is as follows:

Equipment Manager  
Equipment Management, DelDOT  
Contract No. DOT10002-EQUIP\_REPAIR  
State of Delaware  
PO Box 778  
Dover, DE 19903

Note: The State of Delaware shall not be named as an additional insured.

## **APPENDIX A - TYPE OF EQUIPMENT**



Group 1 - Heavy Duty Trucks				
Type	Manufacturers			
10-Wheel Dumps	International	Sterling	Mack	
6-Wheel Dumps	International	Sterling	Freightliner	Ford
6-Wheel (All Other)	International	GMC	Chevrolet	Ford
Truck Tractors	Kenworth	Sterling		

Group 2 - Heavy Equipment				
Type	Manufacturers			
Backhoes	Case	Deere	New Holland	
Excavators	Caterpillar	Gradall		
Agricultural Tractors (Mowing)	New Holland	Kubota	John Deere	
Front End Loaders	Case	JCB	Deere	
Road Graders	Champion	Volvo		
HD Mower Attachments	Alamo	Rhino	Cartner	
Rollers (2 to 12 Ton)	Hamm	Ingersoll Rand		
Crack Sealers	Crafco			
Air Compressors (Trailer Mounted)	Airman	Sulair	Leroi	Ingersoll Rand
Brush Chipper	Vermeer			
Asphalt Application Equipment	LeeBoy	Etnyre	Rosco	
Sweeping Equipment (Truck Mtd.)	Schwareze	Elgin		

Group 3 - Aerial Units (Truck Mounted)				
Type	Manufacturers			
Insulated 37ft to 42ft	Altec	Versa-Lift	Baker	ETI
Insulated 42ft and up	Altec	Hi-Ranger	Baker	
Scissors Lift Body	J&J Truck Bodies			

Group 4 - Safety Equipment				
Type	Manufacturers			
Arrow Boards (Solar/Diesel)	Wanco	Trafcon		
Light Towers (Diesel)	Allmand	Godwin		
Truck Mounted Attenuators (TMA)	Energy Absorption			
Message Boards	Ver-Mac	PSCI		

Group 5 - Small Engines/Tools				
Type	Manufacturers			
Chainsaws	Sthil	Echo	Husqvarna	Homelite
String Trimmers	Sthil	Echo	Homelite	
Concrete Saws	Sthil	Partner	Target	
Tamps/Compactors	Rammer	Wacker	Bomag	Stone
Portable Generators	Yamaha	Onan	Makita	Honda
Pumps (Transfer/Diaphragm)	Honda	Wisconsin /Robin	Kohler	MMD
Mower (Push Type)	Husqvarna	John Deere	Troy Built	Ariens





# **BID SUBMITTAL FORMS**

CONTRACT DOT1002-EQUIP\_REPAIR



## Bid Proposal / Price Sheet DOT1002-EQUIP\_REPAIR

### Equipment Maintenance Repair Services:

Cost of Services per Hour \$\_\_\_\_\_ /hour

Provide the name(s), and emergency after-hours telephone numbers of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services.

#### VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

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Please check the type of equipment you service:

- \_\_\_\_\_ Group 1 - Heavy Duty Trucks
- \_\_\_\_\_ Group 2 - Heavy Equipment
- \_\_\_\_\_ Group 3 - Aerial Unit (Truck Mounted)
- \_\_\_\_\_ Group 4 - Safety Equipment
- \_\_\_\_\_ Group 5 - Small Engine/Tools



## CERTIFICATION

Contract No. DOT1002-EQUIP REPAIR

The undersigned bidder, \_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ and telephone number is \_\_\_\_\_ hereby  
certifies the following:

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_  
( 20\_\_\_\_ ).

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary  
Seal

\_\_\_\_\_  
Notary



# **AGREEMENT**

**PLEASE MAKE TWO COPIES OF THIS AGREEMENT TO BE RETURNED AT THE TIME OF BID.**

**THIS AGREEMENT DOES NOT BECOME EFFECTIVE UNTIL IT IS SIGNED BY THE DELDOT AND RETURNED TO THE VENDOR.**





CONTRACT NO. DOT1002-EQUIP\_REPAIR

THIS AGREEMENT, made and executed in quadruplicate, the day, month, and year affixed by the signature of the Department of Transportation's representative.

BY AND BETWEEN "DEPARTMENT OF TRANSPORTATION" ("**DOT**"), a department created under the laws of the State of Delaware, party of the first part, and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("**Vendor**"), party of the second part.

WITNESSETH that the **Vendor** in consideration of the covenants and agreements herein contained and made by the **DOT**, agrees with the **DOT** as follows:

ARTICLE ONE. The **Vendor** shall and will provide and furnish all the material, machinery, implements, appliances, and tools and perform, the work and labor required to complete the Contract requirements as set forth in the proposal and specifications prepared by the **DOT**, which proposal and specifications are identified by the signature of the **Vendor** and the Secretary of the **DOT** and become hereby a part of this Contract.

ARTICLE TWO. It is understood and agreed by and between the parties hereto that all the construction and work included in this Contract is to be done under the direction of the Secretary of the **DOT** and that his/her decision as to the true construction and meaning of the proposal shall be final.

ARTICLE THREE. If the work to be done under this Contract shall be abandoned, or if this Contract, or any part thereof shall be sublet without the previous written consent of the **DOT**, or if the Contract shall be assigned by the **Vendor**, otherwise than as herein specified, or if at any time the **DOT** shall be of the opinion, and shall so certify in writing, that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the **Vendor** has violated any provision of this Contract, the **DOT** may notify the **Vendor** to discontinue all work or any part thereof; and thereupon the **Vendor** shall discontinue such work or such part thereof as the **DOT** may designate. The **DOT** may take possession of its equipment immediately. The **DOT** shall pay to the **Vendor** a reasonable compensation for the work completed up to the time of notification to discontinue.

ARTICLE FOUR. As consideration for the award and execution by the **DOT** of this Contract, the **Vendor** hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of it's right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the **DOT** pursuant to this Contract.

ARTICLE FIVE. It is further mutually agreed between the parties hereto that no estimate given or payment made under this Contract shall be conclusive evidence of the performance of this Contract either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ARTICLE SIX. **Vendor** shall defend, indemnify and keep harmless the State of Delaware and said DOT from all costs, damages, expenses, settlements and attorneys' fees, growing out of, or by reason of, the work under said Contract No. DOT1002-EQUIP\_REPAIR above mentioned, including, but not limited to, the **Vendor** indemnifying and keeping harmless the said State of Delaware and said DOT from all costs, damages, settlements, expenses and attorneys' fees relating to any allegations of patent infringement or unlawful use of a patented article growing out of, or by reason of, this Contract, including **Vendor** providing at **Vendor's** expense to said State of Delaware or said DOT legal counsel of said State of Delaware or DOT's own choosing.

IN WITNESS WHEREOF, the parties to these presents have duly executed this agreement in duplicate, the day, month and year affixed by their signatures.

SIGNED, SEALED AND DELIVERED IN  
the presence of

CORPORATE SEAL

Attest: \_\_\_\_\_  
Name of Vendor

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
Dated: \_\_\_\_\_

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm, or partnership and their corporate seal must be affixed hereto.

DEPARTMENT OF TRANSPORTATION

SEAL

Attest:

\_\_\_\_\_  
Martha N. Dobson  
Director  
Technology and Support Services

By: \_\_\_\_\_  
Signature  
Director, Maintenance and Operations  
Title  
Dated: \_\_\_\_\_



