

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

Invitation to Bid

for

CONTRACT
DOT1004-TRACTOR_MOWER READVERTISED

Tractors/Mowers

STATEWIDE

Completion Date December 31, 2013

29 Del.C. §6923 and
SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2001

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 February 1, 2011

Contract No.DOT1004-TRACTOR_MOWER READVERTISED

**Tractors/Mowers
STATEWIDE**

LOCATION

STATEWIDE

DESCRIPTION

This contract provides for the preparation and delivery of Tractors/Mowers to the Division of Maintenance and Operations as designated in the proposal and as ordered by the Chief Engineer or his authorized representative.

COMPLETION DATE

All work on this contract must be complete by December 31, 2013.

PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.
2. 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.

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

English Code	English Description	Multiply By	Metric Code	Metric Description	Suggested CEC Metric Code
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m ³	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m ³	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 ³	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 ²	Square Meter	M2
S.Y.	Square Yard	0.8361	m ²	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m ² -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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GENERAL NOTICES

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

CLARIFICATIONS:

Under any Section or Item included in the Contract, the Contractor shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details and notes on the Plans and in the paragraphs preceding the "Basis of Payment" paragraph in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

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 as a contractor 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.

BUY AMERICA:

References:
23 USC 313
ISTEA Section 1041(a) and 1048(a)
23 CFR 635.410

Applicability:
Applicable to all materials used in Federal-aid projects

Guidance:
This contract requires the use of domestic steel and iron in products produced for Federally funded projects. All foreign steel and iron materials and products are covered by Buy America regardless of the percentage they comprise in a manufactured product or the form they may take. The regulations allow bidders and the contracting agency some latitude through minimum use, waivers, and alternate bids.

All manufacturing processes must take place domestically. Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. These processes include

rolling, extruding, machining, bending, grinding, drilling and coating. "Coating" includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

Buy America does not apply to raw materials (iron ore and alloys), scrap, pig iron or processed, pelletized, and reduced iron ore.

If domestically produced steel billets or iron ingots are shipped overseas for any manufacturing process, and then returned to the U.S., the resulting product does not conform with the Buy America requirements.

The manufacturing process for a steel/iron product is considered complete when the product is ready for use as an item (e.g., fencing, posts, girders, pipe, manhole cover, etc.) or could be incorporated as a component of a more complex product through a further manufacturing process (e.g., the case for a traffic signal head). The final assembly process does not need to be accomplished domestically so long as the steel/iron component is only installed and no manufacturing process is performed on the steel/iron component.

For the Buy America requirements to apply, the steel or iron product must be permanently incorporated into the project. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework, etc.

Buy America provisions apply to all steel and iron materials that is to be permanently incorporated in a Federal-aid project, even if an item is rendered as a "donated material" in accordance with 23 U.S.C. 323 - Donations and Credits.

For additional information, refer to the following website:

<http://www.fhwa.dot.gov/programadmin/contracts/core02.cfm#s2B01>

Refer to section B. Other Contract Provisions.

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant 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 3-year period preceding this proposal been convicted of or had a civil judgement 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/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.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**SUPPLEMENTAL SPECIFICATIONS
TO THE
AUGUST 2001
STANDARD SPECIFICATIONS**

**EFFECTIVE AS OF THE ADVERTISEMENT
DATE OF THIS PROPOSAL
AND INCLUDED BY REFERENCE**

**The Supplemental Specifications can be viewed and printed from
the Department's Website.**

To access the Website;

- in your internet browser, enter; <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is;

http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.

SPECIAL PROVISIONS

**TRACTORS/MOWERS
CONTRACT NO. DOT1004-TRACTOR_MOWER READVERTISED
STATEWIDE
F.Y. 2011**

SPECIAL PROVISIONS

1. **EXEMPT FROM TAXES:** Articles covered by this proposal are exempt of all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted. Successful bidder(s) will be required to furnish necessary or applicable tax exemption forms with his (their) invoices.
2. **PRICES QUOTED:** The prices quoted are that for which the current model(s) and/or service(s) will be furnished F.O.B. point of delivery and include all charges that may be imposed during the life of the contract.
3. **DELIVERY PROVISIONS:**
 - a. **TIME/LOCATION:** The items and/or products shall be delivered to the Department of Transportation, Transportation Administration Center, Route 113 South, Dover, Delaware, within 180 working days from date of Purchase Order.
 - b. **LIQUIDATED DAMAGES:** A sum of \$300.00 per unit/per day will be deducted by the Department from moneys due the vendor, not as a penalty, but as liquidated damages for each unit not delivered on or before the date specified in paragraph (a) above and in complete compliance with paragraph (d) below. Saturdays, Sundays and State legal holidays will be excluded from the computations for the assessment of liquidated damages.
 - c. **EXTENSIONS:** The Department will only consider an extension of the delivery time specified under the terms of this contract in cases where labor strikes, national emergencies or acts of God shall prevent the required fulfillment of the contract. Evidence of such delays must be submitted for consideration. Knowledge of existing or pending strikes will be taken into consideration when awarding the contract.

These extension provisions will also apply to the time limitations imposed under the Warranty and Repair Parts provisions of this contract.
 - d. **CERTIFICATES OF ORIGIN:** Under no circumstances shall any vehicle be delivered to the Department without a certificate of origin. Units shipped without certificates of origin will be refused by the Department and removed from Department property by the vendor and no payment will be made until all proper paperwork and certificates are delivered.
4. **INSPECTION:**
 - 4.1 Upon delivery, the article(s) will be inspected by an authorized representative of the Department, and if found defective or if it fails in any way to meet the specifications in this proposal, it will be rejected. Inspection will be performed within five (5) working days after delivery.
5. **PRODUCTS BY NAME:**
 - 5.1 Specifications of products by name are intended to be descriptive of quality, workmanship, finish, function and approximate characteristics desired and are not necessarily intended to be restrictive. Substitution of products for those named may be considered, provided the substitute offered is, in the opinion of the Department, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in the Department's specifications. All "approved equal" items must be submitted to the Department in writing one (1) week prior to the pre-bid meeting or submitted in writing at the pre-bid meeting. The Department will notify the Vendor by an addendum sent out by Contract Administration after the pre-bid meeting which items were approved or

disapproved. No exceptions will be considered at the time of bid. Bidder must be prepared to demonstrate equivalency to specified unit(s) if requested by the Department.

Any item proposed to be furnished under this contract must have been proven satisfactory for the function intended by field use over at least a two (2) year period.

6. **SPECIFICATIONS:** The bidder shall be required to furnish the Department with an itemized order acknowledgment form showing how the item proposed will be equipped. Brochures or shop drawings will also be provided. Award of the contract to a bidder will not be made until the Department is able to compare and determine if the item(s) offered complies with the intent of the attached specifications. The Department shall be the sole judge in this determination. A blanket statement that proposed equipment meets all specified requirements is not acceptable to establish equivalence.
7. **DISCOUNT:** No qualifying letter or statements in the proposal or separate discounts will be considered.
8. **WARRANTY:** The successful bidder shall extend to the Department a policy guarantee on article(s) and/or services against defective material and workmanship for a minimum period of two (2) years from date of unit acceptance. Any item which is normally covered by the warranty policy but is determined to have been damaged through misuse or operator neglect will be exempt from coverage. In cases where items that are excluded from coverage under this warranty policy but are covered by a manufacturer's policy, the manufacturer's policy will be provided to the Department.

Warranty period shall begin after the unit(s) has been inspected by department personnel and found to be totally in compliance with the terms, conditions and specifications of this contract and accepted.

If any part of the unit is normally covered by a warranty policy for more than two (2) years the full period of warranty policy will be provided to the Department.

When warranty work is required, the Department will notify the successful bidder and/or his designated maintenance facility. All warranty work shall be performed in the Department's district facility to which the equipment is assigned, at no additional cost to the Department, unless the nature of the work dictates the use of a specialized facility. In such cases, the Department will provide all necessary transportation both to and from the specialized facility or bidder's location, which ever is closest.

The successful bidder shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty without cost to the Department.

Upon notification that warranty work is required, the successful bidder will be required to begin necessary repairs and/or adjustment within three (3) working days. The necessary work will be accomplished as expeditiously as possible, however, in no case shall it exceed the authorized time standard established by the manufacturer plus an additional three (3) working days for scheduling, unless parts are required. If parts are required, five (5) working days, in addition to the time indicated above, will be allowed for their procurement.

If required repairs are not accomplished within the prescribed limits established above, provisions outlined in Paragraph 11 of these Special Provisions shall apply.

The successful bidder will be responsible to insure that work required on any unit component covered by this warranty is accomplished within limits prescribed herein. All work performed in Department facilities will be during the normal working hours of that facility.

9. **REPAIR PARTS:** The successful bidder shall supply the Department with a complete parts list of all major components installed on equipment supplied to the State. Parts information shall be provided, at a minimum shall include the manufacturer's name, part's number, model number, description, etc. Also, a list of the suggested minimum stocked parts which should be kept on hand in the parts room. The bidder will be required to provide repair parts to the Department within five

(5) working days after receipt of either a verbal, telephone or mail order for a period of ten (10) years from date of delivery. If the successful bidder is unable to provide the required parts within the five (5) day limit, the provisions outlined in Paragraph 11 of the Special Provisions shall apply.

10. **ARBITRATION PROCEDURES:** Any claims made under this contract that are unresolvable through direct negotiation will be arbitrated as follows:
 - a. A panel comprised of a representative from the Department, a representative from the successful bidder and a third party, acceptable to both the Department and the successful bidder, to act as the arbitrator will be formed.
 - b. The panel will meet and both sides of the dispute will be presented to the arbitrator. When both sides have been heard, the arbitrator will render his decision, which will be binding on all parties. This decision may favor either side or be a compromise. Costs involved with obtaining an arbitrator will be equally split between the Department and the successful bidder.
11. **FAILURE TO PERFORM:** Failure by the successful bidder or manufacturer to perform warranty service and/or repair parts supply, in accordance with the provisions, may be considered in default of the contract as specified in Standard Specifications Section 102.12, "Disqualification of Bidder".
12. **BASIS OF AWARD:** Award of this contract will be made to the responsive and responsible low bidder that demonstrates they have met the specifications and provisions of this contract.
13. **BASIS OF PAYMENT:** Item(s) referred to in this contract will be paid for at the contract bid price which price and payment shall constitute full compensation for furnishing and delivering the item(s) F.O.B. designated delivery point. Payment will be made for delivery following receipt of triplicate billing from the supplier and certification by the Department as to approval and acceptance of the delivered item(s).

In the event that a partial delivery is made under this contract, the Department, if requested by the vendor, may make payment for the delivered item(s) when the aforementioned conditions are met.

If the major item(s) of equipment have been delivered but unfulfilled requirements exist, payment may be initiated; however, funds equal to the value of the unfulfilled requirements, but in no case less than 10% of the total value of the contract, will be retained until all requirements have been fulfilled to the satisfaction of the Department.

14. **QUANTITIES:** The Department reserves the right to increase or decrease the number of unit(s) purchased under this contract, based on fund availability and the Department's needs and best interest.

A Purchase Order for the Future Year's units will not be issued until the Capitol Budget is signed by the Governor. If the Contract is so terminated, all cost incurred by the contractor shall be borne by the contractor. If the Contractor is terminated for reasons beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications, will apply.

15. **CONTRACT TERM:** This contract shall be for a period of three (3) years expiring December 31, 2013 with the option to continue the contract for two (2) additional one-year extensions. The one-year extensions must be approved by both parties in writing, a minimum of ninety (90) days prior to expiration of the existing contract.

The successful bidder is required to provide the same pricing and equipment upon request to all Delaware Covered Agencies as defined in 29 Del. C. §6902(6).

16. **FUTURE YEAR PURCHASES:** Unit(s) included in Future Years are dependent on the passage of legislation for that Fiscal Year 2011 through Fiscal Year 2013.

A Purchase Order for the Future Year's units will not be issued until that year's Capitol Budget is enacted into law. If the Contract is so terminated, all cost incurred by the contractor shall be borne

by the contractor. If the Contractor is terminated for reasons beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications, will apply.

17. This contract contains four separate specifications; A, B, C, D. Bidders are not required to bid each specification. Bidders may bid any or all specifications, however, when bidding a specification you must bid all items included in that specification.

17. **FACTORY DIRECT SHIPMENTS:** Equipment that is drop shipped from the factory directly to the Department, shall be inspected by the Contract Vendor within a maximum of five (5) working days of delivery, by appointment, with the Equipment Management staff. No payment shall be made and time charges will continue, until the Vendor and the Equipment Management staff together have determined the equipment supplied meets all of the specified requirements of this contract. If the equipment supplied is to be attached to existing Department owned vehicles, a sample vehicle will be on site to determine if the equipment supplied properly fits and functions as required. If a determination is made that the equipment requires modifications to meet the specification, or shipment of accessories is incomplete, the Vendor will have a maximum of five (5) working days from date of inspection, to cure the deficiencies identified. If after the five (5) day time period all problems have not been corrected, this shall be cause for termination of the contract with the Vendor. In any event, time charges will continue until all defects are cured and the delivery is fully accepted by the Department.

18. **PRICE ADJUSTMENT:**

It is the intent of the Department to purchase goods off of this contract during the entire contract life. Extension to future years is dependent on legislative appropriations for these Fiscal Years and agreement on succeeding year's pricing as described herein. The bid prices in the contract must be guaranteed for the first year of the contract from the date of the award. The Vendor's bid price may be adjusted for the difference in price after the first year. If the difference exceeds the change in the Nationwide All Urban Consumer Price Index (CPI-U) (see example below), U.S. City average for the same period, approval of any price adjustment offered the Vendor above the CPI-U will be at the discretion of the Director of Maintenance Operations. The Director of Maintenance and Operations retains the right to cancel the future years purchase if any acceptable agreement cannot be reached with the Vendor on the price adjustment. The Vendor shall supply a dated certified computer printout of the unit ordered showing the bid price on the date of original award or first purchase order and an identical order printout for the same unit at time of order after the first year of the contract to determine the above mentioned pricing changes.

The CPI-U is calculated as follows:

Current CPI-U - CPI-U at Purchase Order Date = CPI-U Difference

Divide the CPI-U Difference by CPI-U at Purchase Order Date = CPI-U Factor

Move the Factor decimal point over two (2) spaces gives you the % increase for the time period and maximum allowable percentage increase for that purchase.

EXAMPLE: $173.2 - 165.4 = 7.8$ (difference)

$7.8 / 165.4 = .047158403$ (factor)

4.71% CPI-U for that period.

19. **QUESTIONS PRIOR TO FINAL EXECUTION OF CONTRACT:** Questions must be submitted via e-mail, facsimile, or mail to:

Mr. Scott Gottfried
Contract Administration
PO Box 778, Dover, DE 19903
(302)739-2254 fax
scott.gottfried@state.de.us.

**CONTRACT NO. DOT1004-TRACTOR_MOWER READVERTISED
TRACTORS/MOWERS
SPECIFICATION "A"**

The following shall indicate minimum requirements, including all components, accessories, and safety features considered standard, as necessary to make a complete operating unit, whether identified herein or not. If bidding Specification "A" you must bid all five items.

1. TRACTOR SPECIFICATION

- 1.1 It is the intent and purpose of these specifications to describe a 103 PTO HP TRACTOR WITH ENCLOSED CAB WITH A RIGHT-SIDE MOUNTED, HYDRAULIC POWERED 22 FOOT REACH, BOOM MOWER for roadside maintenance in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 1.2 In addition, the units shall comply with all applicable Federal, State and Local Standards inclusive of all OSHA and D.O.T. Safety and Health Regulations.
- 1.3 The units must be factory mounted at awarded mower manufacturer's facility. No dealer mounted equipment will be accepted. All units must be delivered with a certificate of proof of factory mounting.
- 1.4 103 P.T.O. Horsepower minimum.
- 1.5 Under hood muffler with vertical exhaust
- 1.6 Factory installed Cab premium plus LH and RH traditional door, fully enclosed, fully Air Conditions, Heat, and AM/FM Radio. The cab instrument panel (Dash) shall contain as a minimum an Electronic Fuel Gauge, Engine Hour Meter, Oil Pressure Gauge, Temperature Gauge, Ammeter or Voltmeter and an Engine Tachometer. NOTE: Warnings lights in lieu of gauges will be accepted.
- 1.7 MFWD front axles Heavy-Duty for model quoted with Heavy Duty 6-Bolt front wheel hubs as a minimum
- 1.8 IVT transmission or equivalent with left **hand** reverser
- 1.9 540/1,000 independent PTO (2-speed)
- 1.10 Front auxiliary drive (crankshaft pulley without drive shaft)
- 1.11 276 CU. IN displacement minimum
- 1.12 Hydraulic wet clutch
- 1.13 Flanged rear axle with 8-position steel wheels
- 1.14 4 cylinder turbo charged engine
- 1.15 Super Comfort seat with air suspension
- 1.16 Steering shall be power assist or hydrostatic

- 1.17 Lighting shall be 2 cab mounted headlights and 2 hood mounted headlights facing forward and 2 cab mounted work lights facing the rear of the tractor. The tractor shall be equipped with turn signals, warning flashers and brake lights. The unit shall also have a 360 degree Strobe beacon with branch guard securely mounted on the roof of the cab visible 360 degrees around the tractor. Acceptable lights are the Whelen Model S360C (Super Strobe) or Federal Signal Target Tech Model 951 or approved equal. The strobe light must be wired directly to the tractor so light is on when tractor key is on. Tractor shall also be provided with a license tag bracket and tag light to be mounted on the left **and rear** side of the **cab** visible at all times.
- 1.18 Tires shall be 13.6R24 R1 Radial on the front and 18.4R34 R1 Radial for the rear.
- 1.19 CAT II 3-point hitch
- 1.20 115 amp alternator
- 1.21 Tractor provided shall be supplied in the standard manufacturers color and as a minimum the paint film shall be 4 mils thick including the primer coat.
- 1.22 Operating side or passenger side windows of the tractor shall be Lexan or polycarbonate equivalent factory-installed

2. **22 FT. ARTICULATED HYDRAULIC BOOM ARM SPECIFICATION**

- 2.1 Arm when fully extended shall have a 22.7 foot reach minimum with a 60" Rotary Cutting Head. It shall have a 9.1 foot minimum reach below tractor ground level.
- 2.2 The arm shall be capable of accepting various attachments supplied by the manufacturer.
- 2.3 Mounting rail frame work shall be full-length 4" x 4" x 5/16" steel tubing mounted to the front bolster housing and to the rear axle. (Specifically excluding framework bolting to the bell-housing of the tractor.)
- 2.4 The mainframe shall be no less than a 4" x 4" x 1/4" steel tubing bracing frame with 4" x 4" x 5/16" steel tubing main structure.
- 2.5 A minimum counterweight of 1300 lbs. shall be included as standard equipment.
- 2.6 The boom shall be mated by a king post turning arm.
- 2.7 The kingpost shall have two 2-1/2" ID greaseable hardened steel bearing with a 2-1/2" diameter pin.
- 2.8 The kingpost shall have a 5" diameter x 1/4" thick UHMW polyethylene thrust washer.
- 2.9 Standard boom structure shall be made completely of heavy duty alloy steel and constructed of a two piece design including inner boom and dipper sections.
- 2.10 The inner boom arm shall be made of a minimum of 6" x 6" x 1/4" wall steel tubing, 50,000 lb./sq. in. yield strength.

- 2.11 The dipper shall be made of a minimum of 5" x 5" x ¼" wall steel tubing, 50,000 lb./sq. in. yield strength.
- 2.12 Main pivots shall utilize 2" pins with greaseable, hardened steel bushings.
- 2.13 Unit shall have a front-axle mounted stabilizer for automatic self-adjusting and stability
- 2.14 Horizontal boom swing shall be a minimum of a 120 degrees swing hydraulically operated
- 2.15 Mower arm and attachments shall be equipped with a quick attach system to allow for quick changing attachments and hydraulic connections without tools.
- 2.16 All External hydraulic hoses shall have a protective coating around them
- 2.17 The unit shall feature a self-contained hydraulic circuit for both mowing head and boom control circuit. Specifically excluding mowers that use any tractor hydraulics.
- 2.18 Boom control unit shall feature a load-sensing, variable displacement piston pump. Gear pump systems will not be accepted in the application.
- 2.19 The reservoir shall feature visual indication of tank level and temperature to insure a proper working volume level of 20-gallons in maintained in order to support motor and boom control circuits.
- 2.20 The filter shall have a maximum of a 16-micron filter with an ISO 4406 cleanliness code of 18/13 and a full flow of 35 gpm and/or an in tank filter rated at 75 GPM, 10 micron, 200 beta is acceptable.
- 2.21 A telescopic driveline (NEAPCO type) with greaseable universal joints shall be featured to accommodate installation and maintenance.
- 2.22 The driveline shall be hard mounted to engine crankshaft and secured to pump shaft with double-bolt style clamping yoke
- 2.23 The mower cutter head shall have a six-second emergency shut down engaged by the operator from inside the tractor cab. The button shall be located within easy reach for complete power shutoff of motor circuit.
- 2.24 The boom shall be controlled by electric over hydraulic joystick control and shall feature a master ON/OFF switch
- 2.25 Mower shall be current production and have been in production for a minimum of two (2) years
- 2.26 When mower is placed in the transport position the mower with cutting head attached it shall not be over 11 ft 6 in. in height at its highest point.
- 2.27 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat

3. **60" ROTARY BRUSH CUTTING HEAD**

- 3.1 The cutting width shall be a minimum of 58 inches

- 3.2 The head shall be hydraulically driven by means of piston pump and motor
- 3.3 The unit shall be designed to have a cutting capacity for material up to 5 inches in diameter
- 3.4 The front safety shield shall be a hydraulically actuated, center feed, metal door, controlled from the operators station on the joystick. The rear safety shield shall be no less than rubber/fabric material
- 3.5 The cutting head top deck shall be constructed using a minimum of A606 alloy steel or equivalent
- 3.6 The side skirts shall be constructed using a minimum of 3/8" steel. Also acceptable is 60" rotary deck shall be constructed of Minimum yield 100,000 PSI yield, 3MM thick steel with (4) four 2mm thick trapezoidal formed 100,000 PSI steel reinforcements placed on the top of the deck. Top to be continuously welded for strength and eliminate debris from collecting under reinforcements. Deck side walls shall be constructed of (2) two layers, continuous 3 mm plus 1/4" strategic reinforcement for 3/8" 100,000 PSI yield steel
- 3.7 The cutting head shall feature full-length, replaceable skid-shoes
- 3.8 The cutting head shall feature a 3-leaf blade bar, capable of using two (2) cutter blades

4. **CIRCULAR SAW HEAD ATTACHMENT**

- 4.1 The multiple blade circular saw head cutting width shall be a minimum of 90 inches with a minimum of four blades
- 4.2 The head shall be hydraulically driven by means of piston pump and motor
- 4.3 The unit shall be designed to have a cutting capacity for material up to 5 inches in diameter

5. **ROTARY DITCHING HEAD**

- 5.1 The rotary ditching head shall have a ditch cutting width of 20 inches as a minimum
- 5.2 The head shall be hydraulically driven by means of piston pump and motor
- 5.3 The unit shall be designed to place spoils on the back side of the ditch or winrow on the roadside of the ditch for cleanup by a loader or other means
- 5.4 The front safety shield shall be a hydraulically actuated, center feed, metal door, controlled from the operators station. The rear safety shield shall be no less than rubber/fabric material.

6. **MANUALS**

- 6.1 The Operator's, Parts and Shop Repair Manuals written or in CD form shall be provided for all components. The manuals shall be the official O.E.M. provided for all components publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.

- 6.2 One (1) Operators Manual shall be supplied for each unit delivered under this contract
- 6.3 Five (5) Repair Manual's written or in CD form shall be supplied
- 6.4 Five (5) Parts and five (5) Service Manuals written or in CD form shall be supplied

7. **TRAINING**

- 7.1 The successful bidder shall arrange with the manufacturer to conduct a minimum of five hours of operation, preventive maintenance and service instruction. This instruction shall be conducted at locations as designated by the Department within four weeks after delivery of the completed unit. If required, training shall be performed at each of the four District location
- 7.2 Operator training shall be performed at each of the four District locations. This training shall consist of, as a minimum, operator maintenance, adjustments, and how to use the full capabilities of the equipment as well as its safe and effective operations. In addition, the vendor shall provide mechanic training on basic operation of the equipment, adjustments, preventive maintenance and repair.
- 7.3 Five (5) operator training video in DVD format shall be provided. This operator training video shall cover operator inspections, operator minor maintenance, adjustments and how to operate the equipment.
- 7.4 The successful bidder shall be contacted by the Department personnel to arrange the specific areas of training to be covered. However for planning purposes scheduled servicing, troubleshooting of the various systems and suggest preventive maintenance should be considered.

**CONTRACT NO. DOT1004-TRACTOR_MOWER
READVERTISED
TRACTORS/MOWERS
SPECIFICATION "B"**

The following shall indicate minimum requirements, including all components, accessories, and safety features considered standard, as necessary to make a complete operating unit, whether identified herein or not. If bidding Specification "B" you must bid all five items.

1. TRACTOR SPECIFICATION

- 1.1 It is the intent and purpose of these specifications to describe a 99 PTO HP TRACTOR WITH ENCLOSED CAB WITH A RIGHT-SIDE MOUNTED, HYDRAULIC POWERED 22 FOOT REACH, BOOM MOWER for roadside maintenance in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 1.2 In addition, the units shall comply with all applicable Federal, State and Local Standards inclusive of all OSHA and D.O.T. Safety and Health Regulations.
- 1.3 The units must be factory mounted at awarded mower manufacturer's facility. No dealer mounted equipment will be accepted. All units must be delivered with a certificate of proof of factory mounting.
- 1.4 99 P.T.O. Horsepower minimum.
- 1.5 Under hood muffler with vertical exhaust
- 1.6 Factory installed Cab fully enclosed, fully Air Conditioned, Heat, and AM/FM Radio. The cab instrument panel (Dash) shall contain as a minimum an Electronic Fuel Gauge, Engine Hour Meter, Oil Pressure Gauge, Temperature Gauge, Ammeter or Voltmeter and an Engine Tachometer. NOTE: Warnings lights in lieu of gauges will be accepted.
- 1.7 Adjustable two-wheel drive front axle
- 1.8 16 x 16 transmission with LH power reverser and creeper gear
- 1.9 540/1,000 independent PTO (2-speed)
- 1.10 Front auxiliary drive (crankshaft pulley without drive shaft)
- 1.11 276 CU. IN displacement minimum
- 1.12 Hydraulic wet clutch
- 1.13 Flanged rear axle with 8-position steel wheels
- 1.14 4 cylinder turbo charged engine
- 1.15 Super Comfort seat with air suspension

- 1.16 Steering shall be power assist or hydrostatic
- 1.17 Lighting shall be 2 cab mounted headlights and 2 hood mounted headlights facing forward and 2 cab mounted work lights facing the rear of the tractor. The tractor shall be equipped with turn signals, warning flashers and brake lights. The unit shall also have a 360 degree Strobe beacon with branch guard securely mounted on the roof of the cab visible 360 degrees around the tractor. Acceptable lights are the Whelen Model S360C (Super Strobe) or Federal Signal Target Tech Model 951 or approved equal. The strobe light must be wired directly to the tractor so light is on when tractor key is on. Tractor shall also be provided with a license tag bracket and tag light to be mounted on the left and rear side of the cab visible at all times.
- 1.18 Tires shall be 10.00-16 10PR F2 Bias on the front and 18.4R34 R1 Radial for the rear.
- 1.19 90 amp alternator minimum
- 1.20 CAT II 3-point hitch
- 1.21 Tractor provided shall be supplied in the standard manufacturers color and as a minimum the paint film shall be 4 mils thick including the primer coat.
- 1.22 Operating side or passenger side windows of the tractor shall be Lexan or polycarbonate equivalent factory-installed

2. **22 FT. ARTICULATED HYDRAULIC BOOM ARM SPECIFICATION**

- 2.1 Arm when fully extended shall have a 22.7 foot reach minimum with a 60" Rotary Cutting Head. It shall have a 9.1 foot minimum reach below tractor ground level.
- 2.2 The arm shall be capable of accepting various attachments supplied by the manufacturer.
- 2.3 Mounting rail frame work shall be full-length 4" x 4" x 5/16" steel tubing mounted to the front bolster housing and to the rear axle. (Specifically excluding framework bolting to the bell-housing of the tractor.)
- 2.4 The mainframe shall be no less than a 4" x 4" x 1/4" steel tubing bracing frame with 4" x 4" x 5/16" steel tubing main structure.
- 2.5 A minimum counterweight of 1300 lbs. shall be included as standard equipment.
- 2.6 The boom shall be mated by a king post turning arm.
- 2.7 The kingpost shall have two 2-1/2" ID greaseable hardened steel bearing with a 2-1/2" diameter pin.
- 2.8 The kingpost shall have a 5" diameter x 1/4" thick UHMW polyethylene thrust washer.
- 2.9 Standard boom structure shall be made completely of heavy duty alloy steel and constructed of a two piece design including inner boom and dipper sections.
- 2.10 The inner boom arm shall be made of a minimum of 6" x 6" x 1/4" wall steel tubing, 50,000 lb./sq. in. yield strength.

- 2.11 The dipper shall be made of a minimum of 5" x 5" x 1/4" wall steel tubing, 50,000 lb./sq. in. yield strength.
- 2.12 Main pivots shall utilize 2" pins with greaseable, hardened steel bushings.
- 2.13 Unit shall have a front-axle mounted stabilizer for automatic self-adjusting and stability
- 2.14 Horizontal boom swing shall be a minimum of a 120 degrees swing hydraulically operated
- 2.15 Mower arm and attachments shall be equipped with a quick attach system to allow for quick changing attachments and hydraulic connections without tools.
- 2.16 All External hydraulic hoses shall have a protective coating around them
- 2.17 The unit shall feature a self-contained hydraulic circuit for both mowing head and boom control circuit. Specifically excluding mowers that use any tractor hydraulics.
- 2.18 Boom control unit shall feature a load-sensing, variable displacement piston pump. Gear pump systems will not be accepted in this application.
- 2.19 The reservoir shall feature visual indication of tank level and temperature to insure a proper working volume level of 20-gallons in maintained in order to support motor and boom control circuits.
- 2.20 The filter shall have a maximum of a 16-micron filter with an ISO 4406 cleanliness code of 18/13 and a full flow of 35 gpm
- 2.21 A telescopic driveline (NEAPCO type) with greaseable universal joints shall be featured to accommodate installation and maintenance.
- 2.22 The driveline shall be hard mounted to engine crankshaft and secured to pump shaft with double-bolt style clamping yoke
- 2.23 The mower cutter head shall have a six-second emergency shut down engaged by the operator from inside the tractor cab. The button shall be located within easy reach for complete power shutoff of motor circuit.
- 2.24 The boom shall be controlled by electric over hydraulic joystick control and shall feature a master ON/OFF switch
- 2.25 Mower shall be current production and have been in production for a minimum of two (2) years
- 2.26 When mower is placed in the transport position the mower with cutting head attached it shall not be over 11 ft 6 in. in height at its highest point.
- 2.27 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat

3. **60" ROTARY BRUSH CUTTING HEAD**

- 3.1 The cutting width shall be a minimum of 58 inches
- 3.2 The head shall be hydraulically driven by means of piston pump and motor

- 3.3 The unit shall be designed to have a cutting capacity for material up to 5 inches in diameter
- 3.4 The front safety shield shall be a hydraulically actuated, center feed, metal door, controlled from the operators station on the joystick. The rear safety shield shall be no less than rubber/fabric material
- 3.5 The cutting head top deck shall be constructed using a minimum of A606 alloy steel or equivalent
- 3.6 The side skirts shall be constructed using a minimum of 3/8" steel.
- 3.7 The cutting head shall feature full-length, replaceable skid-shoes
- 3.8 The cutting head shall feature a 3-leaf blade bar, capable of using two (2) cutter blades

4. **CIRCULAR SAW HEAD ATTACHMENT**

- 4.1 The multiple blade circular saw head cutting width shall be a minimum of 90 inches with a minimum of four blades
- 4.2 The head shall be hydraulically driven by means of piston pump and motor
- 4.3 The unit shall be designed to have a cutting capacity for material up to 5 inches in diameter

5. **ROTARY DITCHING HEAD**

- 5.1 The rotary ditching head shall have a ditch cutting width of 20 inches as a minimum
- 5.2 The head shall be hydraulically driven by means of piston pump and motor
- 5.3 The unit shall be designed to place spoils on the back side of the ditch or **winrow** on the roadside of the ditch for cleanup by a loader or other means
- 5.4 The front safety shield shall be a hydraulically actuated, center feed, metal door, controlled from the operators station. The rear safety shield shall be no less than rubber/fabric material.

6. **MANUALS**

- 6.1 The Operator's, Parts and Shop Repair Manuals written or in CD form shall be provided for all components. The manuals shall be the official O.E.M. provided for all components publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.
- 6.2 One (1) Operators Manual shall be supplied for each unit delivered under this contract
- 6.3 Five (5) Repair Manual's written or in CD form shall be supplied
- 6.4 Five (5) Parts and five (5) Service Manuals written or in CD form shall be supplied

7. **TRAINING**

- 7.1 The successful bidder shall arrange with the manufacturer to conduct a minimum of five hours of operation, preventive maintenance and service instruction. This instruction shall be conducted at locations as designated by the Department within four weeks after delivery of the completed unit. If required, training shall be performed at each of the four District location
- 7.2 Operator training shall be performed at each of the four District locations. This training shall consist of, as a minimum, operator maintenance, adjustments, and how to use the full capabilities of the equipment as well as its safe and effective operations. In addition, the vendor shall provide mechanic training on basic operation of the equipment, adjustments, preventive maintenance and repair.
- 7.3 Five (5) operator training video in DVD format shall be provided. This operator training video shall cover operator inspections, operator minor maintenance, adjustments and how to operate the equipment.
- 7.4 The successful bidder shall be contacted by the Department personnel to arrange the specific areas of training to be covered. However for planning purposes scheduled servicing, troubleshooting of the various systems and suggest preventive maintenance should be considered.

**CONTRACT NO. DOT1004-TRACTOR_MOWER
READVERTISED
TRACTORS/MOWERS
SPECIFICATION "C"**

The following shall indicate minimum requirements, including all components, accessories, and safety features considered standard, as necessary to make a complete operating unit, whether identified herein or not. If bidding Specification "C" you must bid all four items.

1. TRACTOR SPECIFICATION

- 1.1 It is the intent and purpose of these specifications to describe a 83 ENGINE HP TRACTOR WITH ENCLOSED CAB WITH A RIGHT AND/OR LEFT-SIDE MOUNTED FLAIL MOWER AND A REAR OFF-SET FLAIL MOWER for roadside maintenance in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 1.2 In addition, the units shall comply with all applicable Federal Standards, including but not limited to the provisions of D.O.T. and Subpart O, Paragraph 1926.601, O.S.H.A. Safety and health Regulations for Construction. All component installers shall also conform to the latest recommendations, procedures, and regulations of the following: ASME, ASTM, API, AWS, FOP, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, SAE, TIMA, AND USASI.
- 1.3 The units must be factory mounted at awarded mower manufacturer's facility. No dealer mounted equipment will be awarded. All units must be delivered with a certificate of proof of factory mounting. Prior to delivery, the units shall be:
 - 1.3.1 Complete with accessories, equipment and options properly installed and operative.
 - 1.3.2 Clean, lubricated and serviced, ready for immediate use.
 - 1.3.3 Provide a copy of the Manufacture's Service and Warranty Policy with all warranty certification vouchers, certificates or coupons and line-set tickets.
 - 1.3.4 Protected to -34 degrees (f) with manufacturers approved permanent type antifreeze.
- 1.4 65 P.T.O. Horsepower minimum @ 2400 RPM
- 1.5 Under hood muffler with vertical exhaust
- 1.6 Factory installed Cab fully enclosed, Air Conditioned, Heat, and AM/FM Radio. The cab instrument panel (Dash) shall contain as a minimum an Electronic Fuel Gauge, Engine Hour Meter, Oil Pressure Gauge, Temperature Gauge, Ammeter or Voltmeter and an Engine Tachometer. NOTE: Warnings lights in lieu of gauges will be accepted.
- 1.7 2 WD tractors shall have flanged rear axle with 8-position steel wheels

- 1.8 12 x12 transmission with power reverser
- 1.9 Independent 540/540E RPM PTO
- 1.10 276 CU. IN 4.5L displacement
- 1.11 Wet clutch
- 1.12 4 cylinder turbo charged engine
- 1.13 Comfort mechanical seat
- 1.14 Steering shall be power assist or hydrostatic
- 1.15 Lighting shall be 2 cab mounted headlights and 2 hood mounted headlights facing forward and 2 cab mounted work lights facing the rear of the tractor. The tractor shall be equipped with turn signals, warning flashers and brake lights. The unit shall also have a 360 degree Strobe beacon with branch guard securely mounted on the roof of the cab visible 360 degrees around the tractor. Acceptable lights are the Whelen Model S360C (Super Strobe) or Federal Signal Target Tech Model 951 or approved equal. The strobe light must be wired directly to the tractor so light is on when tractor key is on. Tractor shall also be provided with a license tag bracket and tag light to be mounted on the left **and rear** side of the **cab** visible at all times.
- 1.16 Tire size shall be 12.4-24 R1 on the front and 18.4X30 R1 for the rear.
- 1.17 CAT I/II 3-point hitch
- 1.18 22.5 GPM pump capacity @ 2400 RPM
- 1.19 Single 950 CCA battery
- 1.20 30 Gallon fuel tank minimum
- 1.21 Tractor provided shall be supplied in the standard manufacturers color and as a minimum the paint film shall be 4 mils thick including the primer coat.
- 1.22 Operating side or passenger side windows of the tractor shall be Lexan or polycarbonate equivalent factory-installed

2. **RIGHT SIDE MOUNTED FLAIL UNIT**

- 2.1 Mowers shall be supplied in three (3) sizes 62", 74", and 88". The bid tab with this document will allow the pricing of all three (3) sizes.
- 2.2 Mower shall provide cutting height adjustments by adjustment of the roller in increments from ¾" or less to 6"
- 2.3 The mower shall be constructed to handle mowing roadside grasses from 6" to 2' in height
- 2.4 The hydraulic reservoir shall be frame mounted to the front of the tractor. The hydraulic pump shall be crank driven from the front of the tractor and connected to the tractor crankshaft with a NEAPCO drive line, or approved equal. The mower

hydraulics shall be piston pump. Gear pumps shall not be accepted for this application.

- 2.5 The mower knives shall be Heavy-Duty, weighing 4 oz. each as a minimum
- 2.6 The mower units shall be cooled in frame. No use of external fans shall be accepted.
- 2.7 For safety, in additions to the electric on/off switch in the cab controlled by the operator, the mower shall be turned on and off electronically when operating by use of an adjustable micro or magnetic tilt switch when raising to the transport position or raising side mower to clear obstacles while mowing.
- 2.8 Cutter shaft shall be a minimum of 4 ½" in diameter
- 2.9 To transport, the side mower must be capable of being placed and locked in the transport position by the operator without leaving the tractor cab for any part of the procedure
- 2.10 The mower shall have a "FLOAT" position in the hydraulic control valve for all functions to allow the mower to follow the contours of the mowing terrain without gouging and skipping.
- 2.11 All hydraulic hoses on the right side flail unit shall be protected by a fire hose type covering
- 2.12 The mowers shall be equipped with a full length rear debris deflector, rear roller and a front metal guard.
- 2.13 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.

3. **RIGHT AND LEFT SIDE FLAIL UNIT**

- 3.1 Mowers shall be supplied in 88" width for each side
- 3.2 Mower shall provide cutting height adjustments by adjustment of the roller in increments from ¾" or less to 6"
- 3.3 The mower shall be constructed to handle mowing roadside grasses from 6" to 2' in height
- 3.4 The hydraulic reservoir shall be frame mounted to the front of the tractor. The hydraulic reservoir shall not exceed 25 gallons. The hydraulic pump shall be crank driven from the front of the tractor and connected to the tractor crankshaft with a NEAPCO drive line, or approved equal. The mower hydraulics shall be piston pump. Gear pumps shall not be accepted for this application.
- 3.5 The mower knives shall be Heavy-Duty, weighing 4 oz. each as a minimum
- 3.6 The mower units shall be cooled in frame. No use of external fans shall be accepted.
- 3.7 For safety, in additions to the electric on/off switch in the cab controlled by the operator, the mower shall be turned on and off electronically when operating by use

of an adjustable micro or magnetic tilt switch when raising to the transport position or raising side mower to clear obstacles while mowing.

- 3.8 Cutter shaft shall be a minimum of 4 ½" in diameter
- 3.9 To transport, the side mower must be capable of being placed and locked in the transport position by the operator without leaving the tractor cab for any part of the procedure
- 3.10 The mower shall have a "FLOAT" position in the hydraulic control valve for all functions to allow the mower to follow the contours of the mowing terrain without gouging and skipping.
- 3.11 All hydraulic hoses on the right side flail unit shall be protected by a fire hose type covering
- 3.12 The mowers shall be equipped with a full length rear debris deflector, rear roller and a front metal guard.
- 3.13 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.
- 3.14 Units MUST be received with a left wing remote positioning system to allow operators to enter/exit drivers side cab door while wings are in transport

4. **REAR MOUNTED 3 PT FLAIL UNIT**

- 4.1 74" or 88" cutting swath, course cut minimum
- 4.2 Three-point hitch mounted, with solid laminated caster wheels with wheel adjustment from 2-1/2" to 8" and 360 degree swivel. Unit to be driven by tractor 540 RPM rear PTO.
- 4.3 Cutter head shall be of heavy duty, non-jamming design with a 4 ½" diameter cutter shaft minimum
- 4.4 Heavy duty, full spool roller of a minimum of 6" diameter shall be provided, equipped with greasable bearing providing lubrication to be administered daily in a self-aligning mounting. Roller adjustment range from ¾" to 6". Unit shall have a rubber trash deflector on the rear and metal on the front.
- 4.5 Knives shall be mounted on the cutter shaft in pairs, back to back, by heat treated clevis rings, with the provision for individual pair replacement. Knife dimension shall be 1-3/4" x 3-5/16" minimum, four (4) ounces each, 44 pair per mower minimum.
- 4.6 Unit shall have 1-15/16" bore greasable, self aligning cutter shaft bearings.
- 4.7 The gear box shall be rated under continuous operation at 60 HP and 90 HP intermitting when driven at 540 RPM, PTO. The unit shall be equipped with "TIMKIN" tapered roller bearings or approved equal.
- 4.8 Unit shall have 10 gauge minimum unitized cutter housing
- 4.9 Unit shall have 5/16" minimum, side plates

- 4.10 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.

5. **MANUALS**

- 5.1 The Operator's, Parts and Shop Repair Manuals written or in CD form shall be provided for all components. The manuals shall be the official O.E.M. provided for all components publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.
- 5.2 One (1) Operators Manual shall be supplied for each unit delivered under this contract
- 5.3 Five (5) Repair Manual's written or in CD form shall be supplied
- 5.4 Five (5) Parts and five (5) Service Manuals written or in CD form shall be supplied

6. **TRAINING**

- 6.1 The successful bidder shall arrange with the manufacturer to conduct a minimum of five hours of operation, preventive maintenance and service instruction. This instruction shall be conducted at locations as designated by the Department within four weeks after delivery of the completed unit. If required, training shall be performed at each of the four District location
- 6.2 Operator training shall be performed at each of the four District locations. This training shall consist of, as a minimum, operator maintenance, adjustments, and how to use the full capabilities of the equipment as well as its safe and effective operations. In addition, the vendor shall provide mechanic training on basic operation of the equipment, adjustments, preventive maintenance and repair.
- 6.3 Five (5) operator training video in DVD format shall be provided. This operator training video shall cover operator inspections, operator minor maintenance, adjustments and how to operate the equipment.
- 6.4 The successful bidder shall be contacted by the Department personnel to arrange the specific areas of training to be covered. However for planning purposes scheduled servicing, troubleshooting of the various systems and suggest preventive maintenance should be considered.

CONTRACT DOT1004-TRACTOR_MOWER READVERTISED
INDUSTRIAL BI-DIRECTIONAL TRACTOR
WITH BOOM ARM MOWER
AND FLAIL INTERSTATE MOWERS
STATEWIDE
SPECIFICATION "D"

The following shall indicate minimum requirements, including all components, accessories and safety features considered standard, and necessary to make a complete operating unit, whether identified herein or not. If bidding Specification "D" you must bid all six items.

1. **GENERAL**

- 1.1 It is the intent and purpose of these specifications to describe the basic requirements of an **Industrial Bi-Directional Tractor with a Boom Arm Mower and Cab-End Flail Interstate Mowers**. All components of this unit shall be standard as recommended by manufacturer, to make a complete operating unit to perform as required. All standard items shall be provided even if not specifically identified in the specifications. Bidder must submit with their bid a complete set of specifications on the unit they propose to furnish. Unit(s) shall be a new current year model.
- 1.2 The bidder shall provide a unit which complies with all applicable Federal and State of Delaware Motor Vehicle regulations and laws. The unit shall conform to all Federal and State safety regulations including, but not limited to all O.S.H.A. regulations.
- 1.3 Prior to delivery, the units shall be:
 - 1.3.1 Complete with accessories, equipment and options properly install and operative.
 - 1.3.2 Clean, lubricate and serviced, ready for immediate use.
 - 1.3.3 Provide a copy of the Manufacturer's Service and Warranty Policy with all warranty certification vouchers, certificates or coupons and line-set tickets.
 - 1.3.4 Protected to -34 degrees (F0 with manufacturers approved permanent type antifreeze.
 - 1.3.5 Units must be factory mounted at awarded mower manufacturer's facility. No dealer-mounted units will be accepted. All units must be delivered with a certificate of proof of factory mounting.

2. **GENERAL**

- 2.1 Tractor shall be new and current production model. Manufacturer to supply a minimum 24-month Basic Warranty Full Coverage with a 2000 hour maximum. All specifications advertised comply with SAE engineering standards.
- 2.2 Shall be designed with a low profile to prevent tipping when mowing roadside slopes.
- 2.3 Operating Weight: 10,235 pounds minimum gross weight without wheel weights or mowing equipment-CAB INCLUDED.
- 2.4 Roll-over protection structure enclosed cab.

3 **ENGINE**

- 3.1 Water-cooled, parent block bore design, rotary injection, turbocharged and intercooled diesel. Equipped with Thermo start starting aid. Coolant protection to -30 degrees F, with corrosion protection additive.
- 3.2 Fuel Capacity: 55 gallons, minimum.
- 3.3 P.T.O. horsepower 105 @ rated engine RPM
- 3.4 Governed speed range to be that specified in manufacturer's current printed literature, but not to exceed 2,300 RPM
- 3.5 6 cylinder, 7.5 liter, minimum 456 CID
- 3.6 Air cleaner, dual element dry type and exhaust aspiration
- 3.7 Fuel filter, a primary in-line filter followed by a 2 stage fuel filtration system utilizing a separate water/sediment separator followed by a replacement spin on final filtration cartridge assembly.
- 3.8 Vertical muffler with exhaust pipe and rain cap or curved outlet pipe.
- 3.9 Hand throttle and foot throttle
- 3.10 Safety starting device which prevents tractor from being started while in gear

4. **ELECTRICAL SYSTEM**

- 4.1 Minimum system requirement of 12-volt negative ground with Heavy Duty 120-amp alternator. Heavy Duty gear starter motor. Four pin, 40 amp implement socket, 8 amp accessory socket, auxiliary 7 pin trailer connector. Safety start switch and key fuel shut off.
- 4.2 Batter: two (2) 12 volt, 950 CCA Heavy Duty batteries, minimum. Jump start studs.
- 4.3 Four (4) sealed beam headlights forward and two (2) rear.
- 4.4 Lighting, minimum, cab end: two (2) road head lamps, four (4) roof mounted halogen headlamps, turn signals, brake lights, safety flashers. Engine end: two (2) hood headlamps, two (2) roof halogen work lamps, turn signals, brake lights, safety flashers.
- 4.5 Circuit Protection: Individual electrical circuit fuses and relays to be located in common panel.
- 4.6 One (1) Whelen Model S360 C (Super Strobe) or approved equal, with branch guard, mounted permanent on top center of canopy. The light to be hooked to the ignition switch for high intensity only.
- 4.7 Horn

5. **FILTRATION SYSTEM**

5.1 Air, fuel, engine oil hydraulic, and cab air filter shall be standard for model quoted. A complete set of extra filters shall be supplied for each unit by the bidder.

6. **CLUTCH**

6.1 Electro-hydraulic, wet, multi-plate

7. **TRANSMISSION**

7.1 Hydrostatic transmission with 8 speed clutchless shuttling

7.1.1 Forward range of 0 to 18 mph at rated engine speed when equipped with 16.9 x 28 10 ply IT525 tires

7.1.2 Reverse range of 0 to 18 mph at rated engine speed when equipped with 16.6 x 28 10 ply IT525 tires.

8. **POWER TAKE OFF**

8.1 Live or independent live 540 RPM power take off. System must provide the capability of stopping tractor while power take off driven equipment continue to operate.

9. **FRONT/REAR AXLE**

9.1 Planetary final reduction enclosed within the axle housing. Maximum cab end load of 16,800 lbs. minimum. Maximum engine end load of 12,000 lbs. minimum.

10. **AXLE DIFFERENTIAL LOCK**

10.1 Heavy duty design. Engagement is electro hydraulic. Differential locks Cab and Engine end.

11. **BRAKE SYSTEM**

11.1 Wet Disc Hydraulic Power Brakes. Fully independent parking brake.

12. **STEERING SYSTEM**

12.1 Steering shall be hydrostatic. Shall have tilt and telescopic steering wheel. Articulated 45 degree each direction.

13. **COOLING SYSTEM**

13.1 Standard for model quoted

14. **OPERATOR STATION (ROPS Cab)**

14.1 Deluxe Turnabout console with heat and air conditioner

14.2 Right-hand transmission controls

14.3 Tilt and telescoping steering wheel

- 14.4 Two entry doors with locks
- 14.5 Tinted glass and sun shade
- 14.6 Hinged side and rear windows
- 14.7 Analog/digital instrument panel
- 14.8 Two-speed intermitting front wiper and washer rear intermittent wiper
- 14.9 Interior dome light
- 14.10 Digital clock
- 14.11 Implement control access panel
- 14.12 Hand and foot controls for cab end hydraulics
- 14.13 6-position 210 degree rotating operator's station
- 14.14 Wrap around rotating console with integral steering wheel
- 14.15 Air suspension seat with operator presence switch and lap belt
- 14.16 AM/FM radio
- 15. **INSTRUMENTATION**
 - 15.1 Digital/EIC
 - 15.2 Backlit Instrument Illumination
 - 15.3 Hour/Service Hour Meter
 - 15.4 Tachometer/Speedometer/Voltmeter
 - 15.5 Fuel Level
 - 15.6 Engine coolant temperature
 - 15.7 Range selected
 - 15.8 Warning lamps
 - 15.9 Left/Right turn signal
 - 15.10 PTO indicator
 - 15.11 Ether start
 - 15.12 Hazard flashers
 - 15.13 Engine coolant temperature (Alarm)
 - 15.14 Hydraulic Oil temperature (Alarm)
 - 15.15 Transmission oil pressure (Alarm)

15.16 Engine oil pressure (Alarm)

15.17 Filter Bypass (Alarm)

15.18 Air Restriction (Alarm)

15.19 Parking Brake (Alarm)

Note: Warning Lights will be accepted in lieu of gauges.

16. **TIRES**

16.1 16.9 x28 10 ply IT525 (industrial)

17. **ACCESSORIES**

17.1 Tool Box: 16" x 6" x 6" (approximate)

17.2 License plate bracket with light

17.3 3-point hitch with stabilizer bars or blocks

18. **COLOR**

18.1 Standard manufacturer's color. As a minimum, paint film shall be 4 mils thick including primer coat.

19. **HYDRAULIC SYSTEM**

19.1 Type, variable displacement piston pump. Minimum pump flow of 34 gpm at 2200 RPM. Maximum pump pressure is 4350 psi. Closed center load sensing system. Steering system is load sensing hydrostatic pump 10 GPM at 2800 psi CCLS.

19.2 FILTRATION, Suction filter is a 100 mesh screen, with main spin on filter 15 micron absolute. 100 psi bypass relief.

19.3 REMOTE VALVES, 3 closed center remote valves cab end. Closed center load sensing system. Float, lower, neutral and raise, fixed detent, adjustable flow rate control, anti leak check valve, coupling and uncoupling under pressure, power beyond slice.

20. **3-POINT HITCH**

20.1 Category II flex link ends cab end. Internal cylinder with up to two (2) external lift cylinders for a lift capacity of up to 8710 lbs. Engine end 3 pt available with a 4000 lb lift capacity. Cab end auxiliary lift ram. All 3 pt. hitch parts removed shall be package and returned with each tractor.

21. **FLAIL MOWER ATTACHMENT WITH 21' MOWING WIDTH**

21.1 It is the purpose of this specification to describe a front-mounted, high production, flail mowing system consisting of a left wing, center section and a right wing all on the cab end of the tractor capable of cutting 21.5 ft. swath through grass and weeds. The unit bid shall be the manufacture's current production model that meets or exceeds the following minimum specifications. Only a standard production machine can be bid on these specifications and supplier will not be allowed to modify his

standard production unit in order to meet these specifications. All mowing equipment shall be mounted complete on outer end of the tractor.

- 21.2 Mowers shall provide cutting height adjustments by adjustment of the roller in increments from 34" to 6"
- 21.3 Mowers shall be constructed to handle mowing roadside grasses from 6" to 2' height.
- 21.4 All three mowers to be mounted on cab end of tractor, utilizing loader mount and rock shaft. Frame to include a positive transport lock-up position for wing mowers. Frame full-floating, allowing pivot from level position independent of front and wing units. Units utilizing the rear PTO will not be accepted.

22. **MOWERS**

- 22.1 Mowers shall be Unitized Cutter Housing: 10 gauge top and 5/16" top and 5/16" inboard and 5/15" out board end plated with bearing guards, **minimum**. Full length and replaceable skid shoes.
- 22.2 CUTTERSHAFT shall be Balanced 4 ½ " diameter, 3/8" wall with four (4) rows of knives. Knife tip speed 8,900 FPM. Mounting provides anti jamming seal (Rubber shock mount not acceptable)
- 22.3 CUTTERSHAFT BEARINGS shall be Greaseable, sealed, self-aligning, 1-5/16", rated at 3,300 lbs. Attached to housing with six (6) grade 5, 3/8" bolts. Bearing flange may be used as puller. Pillow block bearings not acceptable.
- 22.4 REAR ROLLER shall be 6" diameter, full-length tube, rated at 6,000 lbs. cutting height adjustable from 0" to 6", 1-inch increments, with hex-shaped shaft ends.
- 22.5 ROLLER BEARINGS shall be hex-shaped, 1-1/3" across corners, self-aligning, with cast steel cap outboard and neoprene seal inboard. External bearing not acceptable
- 22.6 ROLLER ADJUSTMENT BRACKET shall be labyrinth seal formed by recess tubing protecting bearings from foreign material.
- 22.7 **WIDTHS**
 - 22.8.1 Two (2) - 88" wings and front 96"
- 22.8 **TRASH DEFLECTORS**
 - 22.9.1 Rear, full-length rubber, front metal shield
- 22.9 **HYDRAULICS**
 - 22.9.1 Power: Exclusively powered from cab end PTO shaft of tractor. Two (2) piston pumps and two (2) motors, rated at 24 GPM and 4,000 PSI, 53 hp rated, (gear pump not acceptable).
- 22.10 **HYDRAULIC RESERVOIR**
 - 22.10.1 26-gallon

22.11 **FILTER**

22.11.1 Fully filtered, 10-micron and 75 GPM

22.12 **COOLING**

22.12.1 In frame. Pressure relief valve for each wing unit. Specifically excluding the use of external cooling fans.

22.13 **CONTROL VALVE AND CYLINDERS**

22.13.1 Lift and Tilt Control: wings will be raised and lowered by a remote valve of the tractor (one valve for each wing). The front, centered, unit be lifted by two (2) 2" x 9-1/4" stroke cylinders, operations from the third remote valve of the tractor, with float. Wings are capable of cutting 40 degrees down and 57 degrees up without leaving a strip of grass between the side and center mowers. Mowers have a 7" overlap.

22.14 **KNIVES**

22.14.1 Coarse Cut Knives; Reversible and self-cleaning

22.15 **DIMENSIONS**

22.15.1 1-3/4" x 3-5/16", .1046 inch thick, each weighing 3 ounces. Mounted to cutter shaft on heat-treated clevis rings

22.16 **NUMBER OF KNIVES**

22.16.1 Minimum of Forty-four (44) pair per wing mower

23. **FRONT MOWER**

23.1 MOWER HOUSING- Unitized Cutter Housing: 10-gauge top and 5/16" end plates with bearing guards. Full length and replaceable skid shoes.

23.2 Cutter shaft: Balanced 4-1/2" diameter, 3/8" wall with four (4) rows of knives. Knife tip speed is 8,900 FPM. Mounting provides anti-jamming seal. Rubber shock mount not acceptable.

23.3 Cutter shaft bearings: Greaseable, sealed, self-aligning, 1-5/16", rated at 3,300 lbs. Attached to housing with six (6), grade 5, 3/8" bolts. Bearing flange may be used as bearing puller. Pillow block bearings are not acceptable.

23.4 Rear Roller: 6" diameter, full-length tube, rated at 6,000 lbs. Cutting height adjustable from 0" to 6" in inch increments, with hex shaped shaft ends.

23.5 Roller Bearings: Hex-shaped, 1-1/3", self-aligning, with cast steel cap outboard and neoprene seal inboard. External bearing are not acceptable.

23.6 Roller Adjustment Bracket: Labyrinth seal formed by recessed tubing protecting the bearing from foreign material.

23.7 DRIVE TRAIN: PTO 540-Cat. 4 with spring-loaded slip clutch

- 23.8 Gearbox: 60 HP continuous, 90 HP intermittent. Driveshaft to outboard drive is totally enclosed.
- 23.9 Drivebelt: Modified "C" section "V" belt, reverse bend, 16" wrap per pulley.
- 23.10 Belt Adjustment: Automatic spring-tension.
- 23.11 KNIVES: Coarse Cut Knives-reversible and self-cleaning.
- 23.12 Dimensions: 1-3/4" x 3-5/16", .1046 inch thick, each weighing 4 ounces. Mounted to cutter shaft on heat treated clevis rings.
- 23.13 Number of knives: 48-pair on center section mower

24. **4-BLADE CIRCULAR SAW TREE TRIMMING ATTACHMENT**

24.1 GENERAL

It is the purpose of this specification to describe a boom-mounted, hydraulically powered, circular saw tree limb cutter. The unit bid shall be the manufacturer's current production model that meets or exceeds the following minimum specifications. Only a standard production machine can be bid on these specifications and a supplier will not be allowed to modify his standard production unit in order to meet these specifications

24.2 CUTTING HEAD

- 24.2.1 The unit shall have a 7 ft-6 In. cutting width.
- 24.2.2 Shall be rated to cut material up to 4 inches in diameter.
- 24.2.3 The limb cutter shall weight approximately 600 lbs.
- 24.2.4 The main channel shall be formed from 3/16" thick steel
- 24.2.5 End plated shall be made of 3/8" thick steel plate.
- 24.2.6 The rear shield shall be made of 10-gauge steel, formed for stiffness.
- 24.2.7 The hitch post mount tube shall be made form 4" x 4" tube.
- 24.2.8 The motor mount plate shall be made of inch thick steel plate.
- 24.2.9 The unit's belt guard shall be hinged and formed from 12-gauge steel.
- 24.2.10 The units shall have a skid shoe to prevent the lower blade from contacting the ground when the head is in the vertical position.

24.3 POWERTRAIN

- 24.3.1 The relief valve setting shall be 2,900.
- 24.3.2 All motors shall use full-pump flow, no reduction shall be necessary.
- 24.3.3 A flexible coupling shall be able to tolerate motor misalignment without damaging drive system.

24.3.4 All motors shall supply approximately .38 hp at approximately 2,200 rpm.

24.3.5 The unit shall use 3-high performance Micro-V belts, rated for a minimum of 38 hp.

24.3.6 Six inch diameter sheaves shall be fastened on shaft with tapered fitting Q.D. bushings.

24.4 BLADES

24.4.1 The unit shall have four (4) circular saw blades.

24.4.2 Each saw blade shall be 26" in diameter.

24.4.3 The blades shall be constructed of 3/16" thick steel.

24.4.4 Each blade shall have 60 teeth, set and filed.

24.4.5 The blades shall turn at 2,200 rpm with tip speed of 15,000 fpm at 1,900 engine rpm.

24.4.6 The blades shall be attached directly to the shaft with 4" grade 8 countersunk bolts.

24.4.7 There shall be an extra set of blades included with each unit.

24.5 SPINDLES

24.5.1 The spindle shall be stress relieved and heat-treated to a hardness of Rc 30-32.

24.5.2 The spindle housing surfaces shall be precision machined.

24.5.3 The shafts shall have tapered roller bearings with factory set pre-load.

24.5.4 There shall be a grease pressure relief fitting that will prevent blowout of shaft seals.

24.5.5 Each shaft shall have a welded anti-wrap guard to prevent seals from debris.

24.6 MAINTENANCE

24.6.1 The unit shall have a hinged belt guard with quick release fasteners for easy access.

24.6.2 Belt tension shall be adjustable with a simple slide mechanism.

24.6.3 The grease fitting for the bearings shall be located on the front of the unit for easy access.

25. **24" ARTICULATED HYDRAULIC BOOM ATTACHMENT**

25.1 GENERAL

It is the purpose of this specification to describe a mounted articulated, hydraulically powered boom mower for cutting grass and brush on roadsides and other areas that are not accessible to conventional mowing equipment. The unit bid shall be the manufacturer's current production that meets or exceeds the following minimum specifications. Only a standard production machine can be bid on these specifications and a supplier will not be allowed to modify his standard production unit in order to meet these specifications.

25.2 FRAME - Mounting rail frame work shall be full-length 4" x4" x 5/16" steel tubing mounted to the tractor's loader mount brackets and the hitch arm mount lugs. In addition, the top link attachment arm shall be utilized for frame mounting. Mainframe shall be no less than a 4" x 6" x 5/16" steel tubing bracing frame with a 4" x 6" x 3/16" steel tubing main structure.

25.3 HYDRAULIC RESERVOIR

25.3.1 Shall be mounted within the interior of the frame operator visibility, safety, and operator access. (Side mounted tanks will not be accepted.)

25.3.2 Shall have a maximum 22-gallon reservoir with a built-in oil level sight glass thermometer.

25.4 FILTER

25.4.1 Shall have a minimum of a 16-micron filter with an ISO cleanliness code of 18/13 and a full flow of 35 GPM.

25.4.2 The unit shall have a pre-valve in-line pressure filter with maximum 12-micron filter, filter condition gauge and a minimum rating of 30 gpm.

25.5 KING POST

25.5.1 Shall have two (2) 2-1/2" ID Teflon impregnated bearings with a 2-1/2" diameter. Chrome plated pin.

25.5.2 Shall have a 5" diameter x 1/4" thick UHMW poly-ethylene washer.

25.5.3 Shall have a minimum total bearing area of 46-square inch.

25.6 BOOM AREA

25.6.1 Boom shall be operated by means of electric over hydraulic joystick control. All functions of the boom will be operated by this joystick.

25.6.2 Shall be of a two-piece design with all pivot pointed having greaseable bearings.

25.6.3 All pivot pins shall be made a minimum of 1-1/2" in diameter.

25.6.4 The inner boom shall be made of a minimum of 6" x 6" x 1/4" wall steel tubing, 50,000 lb/square inch yield strength.

- 25.6.5 The dipper shall be made of a minimum of 5" x 5" x 1/4" wall steel tubing, 50,000 lb/square inch yield strength.
- 25.6.6 All hinge points shall use T-1 steel for reinforcement
- 25.6.7 Horizontal boom swing shall be a minimum of a 125-degree swing, hydraulically operated.
- 25.6.8 The swing cylinder shall be mounted in such a way the breakaway forces are transmitted to the barrel side of the cylinder and not the rod side.
- 25.7 BOOM REACH (With 60" Rotary Head)
 - 25.7.1 The minimum reach up shall be 24' 4".
 - 25.7.2 The minimum reach out shall be 24' 0".
 - 25.7.3 The minimum reach down shall be 15' 7" below tractor ground level.
 - 25.7.4 Boom mower head shall be able to mow within 2' 11" of the rear tractor tire.
(Note: All measurements are based on 16.9 x 28 tires.)
Shall use four-bar linkage to allow 205 degree head rotation.
- 25.8 HYDRAULICS
 - 25.8.1 Shall have a closed-loop hydrostatic piston pump rated at 46 GPM at 3600 RPM and 5000 PSI.
 - 25.8.2 The front pump shall be idle during transport.
 - 25.8.3 The pump assembly shall be driven by PTO shaft of the tractor and be connected with the use of a quick attach carden shaft. (Specifically excluding direct mounting of the speed increaser to the tractor.)
 - 25.8.4 The pressure and return motor circuit hoses shall be a minimum of 1" four wire braid with a minimum SAE rating of 100R12.
 - 25.8.5 The dipper boom shall be of metal tubing and fasten to the inside of the boom.
 - 25.8.6 The inner boom hoses shall be metal tubing ad fasten to outside and front of the boom.
 - 25.8.7 The mower deck hoses shall be of a 4-wire braid SAE 100R12 wrapped with Cordura sleeving for protection against the brush.
- 25.9 CYLINDER VALVE
 - 25.9.1 The cylinder valve shall be a five-spool, electronic, proportional, individual cylinder pressure-compensating type with a main relief.
 - 25.9.2 The control system shall allow a minimum of four (4) functions simultaneously.

25.9.3 The swing, lift, and dipper sections shall have individual work port relief to give individual breakaway protection.

25.10 BOOM CONTROL

25.10.1 All five functions of the valve shall be controlled through a single electronic joystick.

25.11 SAFETY

25.11.1 The mower cutter bar shall have a 6-second emergency shutdown.

25.11.2 The mower head motor shall take 6 seconds to wind up to full RPM for a "low-shock to no-load start up".

25.12 BOOM REST

25.12.1 A boom rest shall be mounted to the mower frame to cradle the boom when it is in transport position. The rest shall take pressure off the swing, lift and dipper cylinders when it is in transport.

26. **MANUALS**

26.1 The Operator's, Parts and Shop Repair Manuals written or in CD form shall be provided for all components. The manuals shall be the official O.E.M. provided for all components publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.

26.1 One (1) Operators Manual shall be supplied for each unit delivered under this contract

26.2 Five (5) Repair Manual's written or in CD form shall be supplied

26.3 Five (5) Parts and five (5) Service Manuals written or in CD form shall be supplied

27. **TRAINING**

27.1 The successful bidder shall arrange with the manufacturer to conduct a minimum of five hours of operation, preventive maintenance and service instruction. This instruction shall be conducted at locations as designated by the Department within four weeks after delivery of the completed unit. If required, training shall be performed at each of the four District location

27.2 Operator training shall be performed at each of the four District locations. This training shall consist of, as a minimum, operator maintenance, adjustments, and how to use the full capabilities of the equipment as well as its safe and effective operations. In addition, the vendor shall provide mechanic training on basic operation of the equipment, adjustments, preventive maintenance and repair.

- 27.3 Five (5) operator training video in DVD format shall be provided. This operator training video shall cover operator inspections, operator minor maintenance, adjustments and how to operate the equipment.
- 27.4 The successful bidder shall be contacted by the Department personnel to arrange the specific areas of training to be covered. However for planning purposes scheduled servicing, troubleshooting of the various systems and suggest preventive maintenance should be considered.

BID PROPOSAL FORMS

**CONTRACT DOT1004-
TRACTOR MOWER “SPEC A”
READVERTISED**

CONTRACT DOT1004-TRACTOR_MOWER "SPEC A" READVERTISED

IF THE BIDDER IS BIDDING "SPEC A", THE BIDDER MUST PROVIDE A PRICE FOR EACH ITEM IN THE SPECIFICATION.

THE BIDDER MUST ALSO SPECIFY THE MODEL NAME AND MODEL NUMBER OF THE EQUIPMENT HE/SHE IS BIDDING. SPACE HAS BEEN PROVIDED FOR THAT PURPOSE ON THE BID FORM.

NOTE - NON-RESPONSIVE BIDS

THE FOLLOWING INFORMATION MUST BE SUPPLIED **WITH THE PROPOSAL** FOR BID CONSIDERATION. IF THIS INFORMATION IS NOT PROVIDED THE BID WILL BE DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

1. THE LATEST BROCHURES AND TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT OFFERED IN THIS PROPOSAL. THE BROCHURES AND INFORMATION SHALL BE COMPREHENSIVE ENOUGH TO DEMONSTRATE COMPLIANCE WITH THE SPECIFIED REQUIREMENTS.
2. AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID. LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE SPECIFIED DELIVERY POINT FOR THE EQUIPMENT OFFERED MUST BE PROVIDED ON THE BID FORM IN THE SPACE PROVIDED.

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES) (ALL FIGURES MUST BE TYPEWRITTEN)	EXTENDED AMOUNT
1	5	103 HP Tractor - W/IVT Transmission Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
2	5	22" Articulated Hyd Boom Arm for 103 HP Tractor Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
3	5	60" Rotary Brush Cutting Head Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
4	5	Circular Saw Head Model Name _____ Model Number _____ \$ _____ UNIT - EACH	

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES) (ALL FIGURES MUST BE TYPEWRITTEN)	EXTENDED AMOUNT
5	5	Rotary Ditching Head Model Name _____ Model Number _____ \$ _____ UNIT - EACH	

TOTAL BID PRICE \$ _____

AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID.

LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE SPECIFIED DELIVERY POINT FOR THE EQUIPMENT OFFERED IS:

_____ (REQUIRED)

CERTIFICATION

Contract No. DOT1004-TRACTOR_MOWER "SPEC A" READVERTISED

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

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

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. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

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.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date								
-----	------	-----	------	-----	------	-----	------	-----	------

(FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)

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

BID PROPOSAL FORMS

CONTRACT DOT1004-
TRACTOR MOWER “SPEC B”
READVERTISED

CONTRACT DOT1004-TRACTOR_MOWER "SPEC B" READVERTISED

IF THE BIDDER IS BIDDING "SPEC B", THE BIDDER MUST PROVIDE A PRICE FOR EACH ITEM IN THE SPECIFICATION.

THE BIDDER MUST ALSO SPECIFY THE MODEL NAME AND MODEL NUMBER OF THE EQUIPMENT HE/SHE IS BIDDING. SPACE HAS BEEN PROVIDED FOR THAT PURPOSE ON THE BID FORM.

NOTE - NON-RESPONSIVE BIDS

THE FOLLOWING INFORMATION MUST BE SUPPLIED **WITH THE PROPOSAL** FOR BID CONSIDERATION. IF THIS INFORMATION IS NOT PROVIDED THE BID WILL BE DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

1. THE LATEST BROCHURES AND TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT OFFERED IN THIS PROPOSAL. THE BROCHURES AND INFORMATION SHALL BE COMPREHENSIVE ENOUGH TO DEMONSTRATE COMPLIANCE WITH THE SPECIFIED REQUIREMENTS.
2. AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID. LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE SPECIFIED DELIVERY POINT FOR THE EQUIPMENT OFFERED MUST BE PROVIDED ON THE BID FORM IN THE SPACE PROVIDED.

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES) (ALL FIGURES MUST BE TYPEWRITTEN)	EXTENDED AMOUNT
1	8	99 HP Tractor Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
2	8	22" Articulated Hyd Boom Arm w/60" Head Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
3	8	60" Rotary Brush Cutting Head Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
4	8	Circular Saw Head Model Name _____ Model Number _____ \$ _____ UNIT - EACH	

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES) (ALL FIGURES MUST BE TYPEWRITTEN)	EXTENDED AMOUNT
5	8	Rotary Ditching Head Model Name _____ Model Number _____ \$ _____ UNIT - EACH	

TOTAL BID PRICE \$ _____

AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID.

LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE SPECIFIED DELIVERY POINT FOR THE EQUIPMENT OFFERED IS:

_____ (REQUIRED)

CERTIFICATION

Contract No. DOT1004-TRACTOR MOWER "SPEC B" READVERTISED

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

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

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. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

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.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date								
-----	------	-----	------	-----	------	-----	------	-----	------

(FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)

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

BID PROPOSAL FORMS

**CONTRACT DOT1004-
TRACTOR_MOWER “SPEC C”
READVERTISED**

CONTRACT DOT1004-TRACTOR_MOWER "SPEC C" READVERTISED

IF THE BIDDER IS BIDDING "SPEC C", THE BIDDER MUST PROVIDE A PRICE FOR EACH ITEM IN THE SPECIFICATION.

THE BIDDER MUST ALSO SPECIFY THE MODEL NAME AND MODEL NUMBER OF THE EQUIPMENT HE/SHE IS BIDDING. SPACE HAS BEEN PROVIDED FOR THAT PURPOSE ON THE BID FORM.

NOTE - NON-RESPONSIVE BIDS

THE FOLLOWING INFORMATION MUST BE SUPPLIED **WITH THE PROPOSAL** FOR BID CONSIDERATION. IF THIS INFORMATION IS NOT PROVIDED THE BID WILL BE DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

1. THE LATEST BROCHURES AND TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT OFFERED IN THIS PROPOSAL. THE BROCHURES AND INFORMATION SHALL BE COMPREHENSIVE ENOUGH TO DEMONSTRATE COMPLIANCE WITH THE SPECIFIED REQUIREMENTS.
2. AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID. LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE SPECIFIED DELIVERY POINT FOR THE EQUIPMENT OFFERED MUST BE PROVIDED ON THE BID FORM IN THE SPACE PROVIDED.

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES) (ALL FIGURES MUST BE TYPEWRITTEN)	EXTENDED AMOUNT
1	10	83 HP Tractor Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
2	10	Right/Rear Flail Mower 62" Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
3	10	Right/Rear Flail Mower 74" Model Name _____ Model Number _____ \$ _____ UNIT - EACH	

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES) (ALL FIGURES MUST BE TYPEWRITTEN)	EXTENDED AMOUNT
4	10	Right/Rear Flail Mower 88" Model Name _____ Model Number _____ \$ _____ UNIT - EACH	

TOTAL BID PRICE \$ _____

AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID.

LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE SPECIFIED DELIVERY POINT FOR THE EQUIPMENT OFFERED IS:

_____ (REQUIRED)

CERTIFICATION

Contract No. DOT1004-TRACTOR_MOWER "SPEC C " READVERTISED

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

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

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. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

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.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date	No.	Date	No.	Date	No.	Date	No.	Date
<p>(FAILURE TO ACKNOWLEDGE RECEIPT OF <u>ALL</u> ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)</p>									

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

BID PROPOSAL FORMS

**CONTRACT DOT1004-
TRACTOR MOWER “SPEC D”
READVERTISED**

CONTRACT DOT1004-TRACTOR_MOWER "SPEC D" READVERTISED

IF THE BIDDER IS BIDDING "SPEC D", THE BIDDER MUST PROVIDE A PRICE FOR EACH ITEM IN THE SPECIFICATION.

THE BIDDER MUST ALSO SPECIFY THE MODEL NAME AND MODEL NUMBER OF THE EQUIPMENT HE/SHE IS BIDDING. SPACE HAS BEEN PROVIDED FOR THAT PURPOSE ON THE BID FORM.

NOTE - NON-RESPONSIVE BIDS

THE FOLLOWING INFORMATION MUST BE SUPPLIED **WITH THE PROPOSAL** FOR BID CONSIDERATION. IF THIS INFORMATION IS NOT PROVIDED THE BID WILL BE DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

1. THE LATEST BROCHURES AND TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT OFFERED IN THIS PROPOSAL. THE BROCHURES AND INFORMATION SHALL BE COMPREHENSIVE ENOUGH TO DEMONSTRATE COMPLIANCE WITH THE SPECIFIED REQUIREMENTS.
2. AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID. LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE SPECIFIED DELIVERY POINT FOR THE EQUIPMENT OFFERED MUST BE PROVIDED ON THE BID FORM IN THE SPACE PROVIDED.

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES) (ALL FIGURES MUST BE TYPEWRITTEN)	EXTENDED AMOUNT
1	5	Bi-Directional Tractor Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
2	5	24 Ft. Boom Arm w/60" Head Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
3	5	Flail Mower for Bi-Directional Tractor Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
4	5	Right/Rear/Left Side Flail Mower (62") Model Name _____ Model Number _____ \$ _____ UNIT - EACH	

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES) (ALL FIGURES MUST BE TYPEWRITTEN)	EXTENDED AMOUNT
5	5	Right/Rear/Left Side Flail Mower (74") Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
6	5	Right/Rear/Left Side Flail Mower (88") Model Name _____ Model Number _____ \$ _____ UNIT - EACH	
6	5	96" Rear Flail Mower Model Name _____ Model Number _____ \$ _____ UNIT - EACH	

TOTAL BID PRICE \$ _____

AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID.

LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE SPECIFIED DELIVERY POINT FOR THE EQUIPMENT OFFERED IS:

_____ (REQUIRED)

CERTIFICATION

Contract No. DOT1004-TRACTOR MOWER "SPEC D" READVERTISED

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

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

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. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

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.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date								
-----	------	-----	------	-----	------	-----	------	-----	------

(FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)

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

APPENDIX

THE STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

IN RE:)
)
Bid Proposal for)
CONTRACT DOT1004-TRACTOR_MOWER)
TRACTORS/MOWERS)

TRANSCRIPT OF PRE-BID MEETING

DelDOT Administration Center
800 Bay Road
Dover, Delaware 19901
October 28, 2010
10:35 a.m.

APPEARANCES:

- CONNIE IVINS - DelDOT
- GEORGE UNKLE - Contract Administrator
- CHARLES CLENDANIEL - Training Coordinator
- ED CZELUSNIAK - Assistant Project Supervisor

WILCOX & FETZER
1330 King Street, Wilmington, Delaware 19801
(302) 655-0477
www.wilfet.com



NOV 4 '10 PM 3:18

ORIGINAL

1 MS. IVINS: We'll go ahead and get
2 started. Good morning. My name is Connie Ivins.
3 Scott Gottfried is not in today, so I've been
4 asked to do the prebid meeting.

5 This is a mandatory prebid meeting
6 for DOT1004-Tractor_Mower, tractors and mowers.
7 This is a 120 working day contract.

8 If you received an e-mail version of
9 this contract, it cannot be used to submit a bid.
10 You must purchase the contract documents from our
11 office.

12 Today's meeting will start with me
13 talking about the administrative handling of the
14 contract, and then I'll turn the program over to
15 the equipment staff. As we go along, if you have
16 any questions, please raise your hand to ask.

17 I ask that you state your name and
18 who you represent, and please only one person at
19 a time. We have a court stenographer here, and
20 just make sure you state your name and the
21 company you're with.

22 Procedures before bidding. All
23 questions must go to Scott S. Gottfried,
24 competitively bid contracts coordinator. I have



1 his business cards here if anyone needs him. It
2 has his phone number, e-mail address.

3 The process is very simple. Fax
4 your questions and concerns to Scott at
5 (302)739-2254, or e-mail Scott at
6 Scott.Gottfried@state.de.us. This allows you to
7 ask your questions, and they, in turn, will be
8 directed to the appropriate section.

9 Do not call the equipment staff
10 directly. If there is a true need to speak
11 directly with them, we will handle it. This is
12 the most efficient way for this to be handled.
13 If the questions result in information that all
14 bidders need to be made aware of, the information
15 will be distributed via the addendum.

16 After this meeting, there will be an
17 addendum issued to each of those attending the
18 prebid meeting. The addendum will consist of the
19 minutes of the meeting, whatever plan or spec
20 changes that come as a result of the meeting, and
21 a list of the attendees.

22 Please be sure to sign the list
23 certifying attendance. Since this is a mandatory
24 prebid meeting, if you don't sign in, you cannot



1 bid.

2 We strongly encourage you to look
3 over this contract as soon as you can. We are
4 not planning to change the bid date, November
5 23rd, 2010. Please have all your questions in as
6 soon as possible. We will not take any questions
7 after 12 p.m. Thursday, November 18th, 2010.

8 Okay. A few things that I was asked
9 to point out. Products by name, 5.1. Approved
10 equal. Does anyone here have to submit approved
11 equals?

12 (Raised hands)

13 MS. IVINS: Okay. Since there was a
14 delay in getting the bid documents to you, you
15 now have until November the 11th to submit those
16 in writing. Can you please state the company
17 you're with and --

18 MR. MARKS: Steve Marks, Tiger
19 Corporation.

20 MS. IVINS: Okay. So you'll be
21 submitting an approved equal?

22 MR. MARKS: Yes. And these approved
23 equals, you said if I e-mail. Is that what you
24 prefer?



1 MS. IVINS: That would be fine.

2 That would be fine.

3 MR. MARKS: Okay.

4 MR. UNKLE: George Unkle. I assume
5 you'll submit tech sheets and all that with it?

6 MR. MARKS: Yes.

7 MR. UNKLE: All the information we
8 need to evaluate the product?

9 MR. MARKS: Yes.

10 MS. IVINS: Will anyone else be
11 submitting?

12 MR. JOHNSON: Walter Johnson, Walter
13 G. Coale Diamond Mowers.

14 MS. IVINS: Anyone else? Okay. Do
15 not wait until the day before or 48 hours before
16 the bid opening, calling us and saying my machine
17 can only do this, will you accept it. Our answer
18 will be we might get back to you.

19 Okay. If you do not meet the
20 specifications that have been outlined in the
21 proposal and you submit something that's contrary
22 to what our specs have, your item will be
23 disqualified. Are we clear on that?

24 We have no problem trying to



1 encompass everybody's equipment to a degree, but
2 if you give us alterations or exceptions on the
3 bid proposal forms, or your specs to your product
4 does not meet ours, your bid will be disqualified
5 due to the specifications.

6 We've lost a lot of equipment
7 contracts because people want to give us
8 exceptions. We do not take exceptions. If
9 there's something else you need to bid, or if
10 there's something you need to bid on the quantity
11 form, or we didn't add it in, or you need to be
12 able to have another line on the quantity form so
13 you can bid your product, or what you have on our
14 quantity form is included in your bid for the
15 whole item, please call me so we can correct the
16 bid form, or make it so that you have the ability
17 to bid.

18 If you type anything on our bid form
19 other than the price, or tell me anything where
20 you say we take exceptions to this, or you send
21 us a letter of exceptions, or you write on there
22 that this doesn't include this, or your bid is
23 zero dollar amount for anything on the bid forms,
24 it's an automatic disqualification.



1 We don't get to look at it, we don't
2 get to make a decision. The standard
3 specification says we disqualify you. That's the
4 end of it. Please understand that. We will
5 gladly try to work with any company, along with
6 equipment staff. Okay? We've lost a lot of
7 bids, so we're trying to stress that.

8 Okay. The second paragraph under
9 that same section --

10 MR. BASS: What section is that
11 again?

12 MS. IVINS: 5.1.

13 MR. UNKLE: Page 30, I think it is.

14 MR. CONANT: Page 11?

15 MR. UNKLE: Oh. In the general
16 conditions.

17 MS. IVINS: On page 12, the second
18 paragraph. We've added this to our contracts:
19 "Any item proposed to be furnished under this
20 contract must have been proven satisfactory for
21 the function intended by field use over at least
22 a two-year period." Okay.

23 On page 12 -- I'm sorry, page 13,
24 under number 15, contract term. The second



1 paragraph. We've also added that paragraph.

2 "The successful bidder is required to provide the
3 same pricing and equipment upon request to all
4 Delaware-covered agencies, as defined in 29
5 Delaware Code section 6902(6)."

6 MR. UNKLE: So everybody understands
7 that? Okay.

8 MS. IVINS: Okay. Joint ventures.
9 If any firms are planning to bid as joint
10 ventures, both firms need to be registered. If
11 you are not currently registered, please stop by
12 our office to pick up a registration packet. We
13 will make certification forms available to those
14 who wish to bid as joint ventures.

15 And you have to be registered in
16 order to bid with us, so if you're not
17 registered, you need to make sure you see the
18 ladies to get the documents. Okay?

19 MR. UNKLE: Excuse me. George
20 Unkle. If, in fact, you registered, say, two
21 years or longer ago, you may well not be
22 registered any longer.

23 MS. IVINS: Right.

24 MR. UNKLE: They purge the system



1 and they expire after two years. So prior to
2 departing, I suggest you double-check at the
3 counter over here that you, in fact, have an
4 updated registration. Because that, as she
5 indicated, is required.

6 MS. IVINS: Right. Okay. This
7 contract, as everybody has probably already
8 noticed, does not have a bonding requirement.

9 Okay. The bid proposal forms start
10 on page 43. If you go to, I guess, the third
11 page, that's the actual quantity forms. The bid
12 form quantity sheets. All the forms that are
13 required are in here.

14 First and most important page of the
15 bid forms is the bid forms themselves, where you
16 put your prices. This form must be typewritten.
17 The only way you can have a handwritten number on
18 this form is there must be a typewritten number
19 there first. You strike a single black line
20 through the typewritten number, legibly write the
21 corrected amount, and initial it.

22 If we can't distinguish between a 9
23 and a 0, or a 4 and an 8, we will automatically
24 disqualify you. So, please write legibly.



1 The third column is for the unit
2 price, and they have to be typewritten in
3 figures. Please make sure that you don't put
4 your extended amount in this column, because we
5 will have to increase your bid price to some
6 obnoxious number that you didn't want. Okay?
7 You also need to fill in the model name and the
8 model number.

9 You must provide a price for every
10 item in the specification that you're getting.
11 There's spec A, B, C, and D on this contract.

12 Along those lines, this is the time
13 and place for you to take exception to the
14 technical specification, not when you submit your
15 bid. If there is something you cannot provide,
16 now is the time to address it.

17 Okay. The last column is for the
18 extended amount. Extend the prices. You would
19 show the product, the respective unit price, and
20 the quantity, typewritten in figures in the
21 column provided. So multiply your approximate
22 quantity times your unit price, and that gives
23 you an extended amount.

24 The total bid price goes below that.



1 You must add all of the extended prices together
2 to get the total bid price.

3 The other thing that is required to
4 come along with the bid proposal is order specs.
5 I'm sure you all know what that means. This must
6 provide enough detail for the Department to
7 determine that the equipment you are proposing
8 meets the specified requirements. The next --

9 MR. BASS: I'm sorry. Rusty Bass
10 for John Deere Company. Do you want that like on
11 a disk, or do you want it a paper copy of
12 specifications? I mean how do you want that?

13 MR. UNKLE: A disk is fine, from our
14 position.

15 MR. BASS: So just a product CD
16 would work?

17 MR. UNKLE: Yes. As long as it
18 gives all of the specific technical
19 specifications of the unit.

20 MR. BASS: Okay.

21 MR. UNKLE: Not just the marketing
22 piece.

23 MR. BASS: Right.

24 MS. IVINS: Okay. The next piece is



1 the certification page. This page must be filled
2 out and signed. At the top it says "the
3 undersigned bidder." What we are looking for
4 there is the name of the company, not necessarily
5 the person that signed the form.

6 Down at the bottom of the first
7 page, there is a place to acknowledge receipt and
8 incorporation of addenda. There's going to be at
9 least one addendum on this contract, because we
10 have to send out the transcript from the prebid
11 meeting and a list of attendees.

12 If you do not acknowledge all of the
13 addendums that go out on this project, your bid
14 is disqualified automatically.

15 The back page has to be signed,
16 attested, and notarized. Again, we're looking
17 for the name of the company, up where it says the
18 name of the bidder. And this must be signed and
19 notarized. If you have a corporate seal, that
20 must also be on here, and the corporate seal must
21 be attested to by one of the officers or
22 corporate secretary of the company.

23 The person that attests to the
24 corporate seal cannot be the same person that



1 signs for the contractual obligation. It must be
2 two different people. If for some reason your
3 corporate seal is in a desk that's locked up and
4 the secretary's on vacation, or you can't find
5 your corporate seal, you may draw your corporate
6 seal.

7 Another change we made to our
8 contracts is in the middle of -- let me see the
9 pages. Page 7, supplemental specifications to
10 the August, 2001 standard specifications.
11 Before, the actual revisions were in the contract
12 documents. Now it's your responsibility to go
13 online and look at those supplemental revisions
14 and see what changes have been made to the
15 sections in the standard specs. It's no longer
16 in your proposal.

17 Please note, a few of the reasons
18 why you'd get disqualified have also changed. So
19 make sure you go online, www.delDOT.gov, and go
20 under publications and standard specifications.
21 If you have any questions about finding it, just
22 give our office a call.

23 A couple of things that we would
24 suggest that you look at closely is the standard



1 specification. August, 2001, section 102.06,
2 preparation of proposal, and 102.07, irregular
3 proposals.

4 Read that, and make sure that you
5 comply with those things. If you decide to make
6 a price change at the last minute, read the
7 second paragraph. I explained that before.

8 Okay. Again, if you have any
9 questions about filling out the forms, call us.
10 We'll be happy to take your call and answer any
11 questions you may have. We would just as soon
12 see everything filled out properly so we don't
13 have to disqualify anyone.

14 If you have any doubt in your mind,
15 call us.

16 This contract references the
17 standard specifications August, 2001. If you
18 don't have a copy of this, we would suggest you
19 get one. This is where the general provisions of
20 the contract are. We understand that there's
21 hundreds of pages of stuff in there that don't
22 apply to you, but section 100 does. So please
23 make sure that you are familiar with it.

24 They're available for sale in our



1 office for a cost of \$42, or you can look at it
2 online.

3 Before I turn it over to the
4 equipment staff, does anyone have any other
5 questions?

6 MR. BASS: Yeah. Rusty Bass again,
7 with John Deere. What were you saying is
8 available for \$42?

9 MS. IVINS: The standard
10 specification book.

11 MR. BASS: Oh, okay.

12 MR. UNKLE: If you opt to buy it.
13 Otherwise -- it's much more prudent and effective
14 for you to go online and print it or read it, or
15 whatever.

16 MR. BASS: Okay.

17 MS. IVINS: Make sure you take a
18 look at those revisions and corrections. Okay?
19 And make sure you've signed in before you leave.
20 Okay?

21 If there's no other questions, I'm
22 going to turn the meeting over to George and the
23 equipment staff. He's here to go over the
24 technical specs and the special provisions.



1 MR. UNKLE: Good morning. Thanks
2 for taking your time out of your busy days to be
3 here, and good luck to all of you.

4 I am George Unkle, contract
5 administrator. Charlie Clendaniel, Ed Czelusniak
6 is part of the equipment staff. Well, Ed use to
7 be. We borrow him occasionally.

8 Starting with page 11 of the
9 contract document, the special provisions. I
10 just simply want to highlight a few things there
11 to be sure it's reasonable for you to accept.
12 Specifically, the time allocation. As Connie
13 mentioned, it's a 120 day working contract, from
14 bid or purchase order. Is 120 days sufficient
15 for delivery of a tractor and mower? If not,
16 what would you suggest?

17 MR. MARKS: Steve Marks, Tiger
18 Corporation. 210 days.

19 MR. UNKLE: Okay. How about anyone
20 else?

21 MR. JOHNSON: Walter Johnson, Walter
22 G. Coale. 150 days.

23 MR. UNKLE: Anyone else? We will
24 consider changing that to a greater day time



1 frame. And liquidated damages for any day beyond
2 that is \$300 per day. So, whatever it is, it's
3 realistic, and we want to be sure you're
4 comfortable with it. We need to plan on our end
5 to get it in time for that fiscal year.

6 We have some time issues and
7 complications vary within a fiscal year, which is
8 July 1 through June 30. And this is not too bad,
9 but there are equipment pieces out there that is
10 12 months or more lead time. If I order it now,
11 I wouldn't get it in this fiscal year, so I lose
12 that money for this fiscal year, and I have to
13 take account for the next fiscal year's money,
14 which I lose, essentially, that money. So,
15 that's very critically important to us.

16 MR. BAKER: Doug Baker, Alamo. I
17 concur with the longer date. I just think from
18 the State's point of view, if we want 150 days on
19 our end, it would be more prudent.

20 MR. UNKLE: Okay. I'm going to run
21 an alternative, and the addendum will provide
22 that.

23 MR. MARKS: Just to make sure I
24 understand this -- Steve Marks, Tiger



1 Corporation. It says \$300 a day. So if you have
2 five units on order and they're not there by the
3 time you said, that's five times 300, that's
4 \$1500 per day penalty; is that correct?

5 MR. UNKLE: Could very well be, yes.

6 MR. MARKS: Okay.

7 MR. UNKLE: So, we're serious about
8 giving us a reasonable lead time. If force
9 majeure occurs, you know, that doesn't count.
10 You know, a strike or some other event.

11 Okay. I'm going to highlight items
12 in here. If I skip something, bring it up.
13 Bring it up if you have a question about it.
14 Connie has already discussed the products by
15 name. I think that's pretty clear at this point.

16 Warranty. Everything you ship, we
17 expect the initial warranty to be two years. If
18 you opt to offer a warranty longer or beyond
19 that, that's certainly acceptable to us. And
20 that's upon date of acceptance, not necessarily
21 date of receipt.

22 Read the repair parts. Make sure
23 you fully understand that, because there's a
24 distance there, that so many days, we expect to



1 have the repair part to us. Obviously, more
2 after warranty than during warranty.

3 Contract term is expected to be a
4 three-year contract, with two one-year
5 extensions, if both parties agree. And I'd like
6 to stress, or as Connie did, your contract with
7 us is good for any other agency within Delaware,
8 be it DNREC or whomever, has a need for your
9 product, they have the right to come and purchase
10 against this contract, at the conditions of the
11 contract.

12 MR. BAKER: Doug Baker. Any
13 municipality within the State of Delaware?

14 MR. UNKLE: Yes.

15 MR. BASS: Rusty Bass, John Deere.
16 The first three years -- so you're locked in with
17 no price adjustments for three years?

18 MR. UNKLE: No. Within the contract
19 there is a CPI clause. The first year we expect
20 you to have -- the price to be firm.

21 MR. BASS: Okay.

22 MR. UNKLE: The second two years is
23 subject to the CPI-U increase, based on the
24 Federal CPI-U. And that's explained later on



1 here. Well, page 14, that's just a formulary
2 calculation we use. This is simply an example.
3 And whatever -- yeah.

4 MR. BASS: Okay.

5 MR. UNKLE: And, Ed, you can ask
6 questions. Go ahead. Ed has a good question.
7 Back to the lead time, how come so many days?
8 I'm glad in some respects, because it maybe means
9 the business is going great, or you've shut down
10 half your factory because there isn't business.

11 MR. BAKER: Doug Baker, Alamo. I
12 think the best way to answer that question, and
13 I'm not banging the rest of you, but I think any
14 of these mower manufacturers can turn mowers
15 within 60 to 90. Without question, a lot of
16 times it's tractors coming overseas.

17 MR. UNKLE: Okay. It's a
18 combination of the units, obviously, or the
19 components. So under -- New Holland is not here,
20 for example.

21 MR. BAKER: Correct.

22 MR. UNKLE: And others. I don't
23 know where John Deere is manufacturing these
24 days.



1 MR. MITCHELL: All over the place.

2 MR. BASS: These particular
3 tractors, Germany.

4 MR. UNKLE: Okay. So it's ocean
5 time, if you will, as well as manufacturing time
6 and getting in line time? Okay. All right.

7 MR. MARKS: Steve Marks, Tiger. Of
8 course, the problem is when we get the tractor,
9 then it takes awhile to get it mounted, too.

10 MR. UNKLE: Sure.

11 MR. MARKS: You can have the product
12 made, but then you got mounting time and all
13 that.

14 MR. UNKLE: Sure.

15 MR. MARKS: And my reason for saying
16 the 210 days is I would feel real comfortable
17 that we could do that 100 percent of the time.
18 160 days, you know, yeah, maybe 95 percent of the
19 time. But there's always that little hitch in
20 there. So I'd rather be up front with it, you
21 know.

22 MR. BASS: I mean with 120 days, you
23 would basically have to have the tractor there to
24 be mounted in 60 --



1 MR. MARKS: Right.

2 MR. BASS: -- or 70 days, you got to
3 ship it back.

4 MR. UNKLE: Sure. I understand.
5 There's a lot of stuff to comes together there.

6 MR. BASS: We get asked that all the
7 time, believe me.

8 MR. UNKLE: I just heard the number
9 210.

10 MR. MARKS: Steve Marks, Tiger.
11 210.

12 MR. UNKLE: That's what you're
13 looking for?

14 MR. MARKS: That's my number, yes.

15 MR. UNKLE: Wow. Because I had
16 fixed in on 160.

17 MR. MARKS: Well, the reason why I
18 said that, again, 160, maybe 95 percent of the
19 time.

20 MR. UNKLE: Okay.

21 MR. MARKS: 5 percent maybe not.

22 MR. BAKER: Alamo, I think we can do
23 it in 160.

24 MR. JOHNSON: I'm -- I'd say



1 probably the 160 to 180 range is reasonable.

2 But --

3 MR. BASS: 180 is -- I mean I do a
4 lot of different states. 180 is usually the
5 number.

6 MR. CZELUSNIAK: Please state your
7 name when you speak up. Before you speak,
8 please. State your name so the lady can get it.

9 THE COURT REPORTER: I pretty much
10 know who they are by now, and if I don't, I'll
11 speak up.

12 MR. BASS: And I've said it like
13 eight times.

14 MR. MARKS: Who said that?

15 MR. BASS: That's fair enough.

16 MR. UNKLE: We will come up with
17 hopefully a lead time that will be suitable for
18 everybody. The contract term, we spoke of. As
19 to the special conditions, that's all I was going
20 to highlight.

21 Does anyone have any questions on
22 pages up through 14? Okay. We'll move on to
23 page 15, where it's spec A is for the essentially
24 103 horse power tractor with the associated



1 mowers.

2 I will move down to paragraph 1.8.
3 There's a few typos here I am correcting. Left
4 had reverser should be left hand reverser,
5 obviously. I think you probably figured that
6 out.

7 In paragraphs 1.1 through 1.16, any
8 questions? Concerns? Comments? And I'm not
9 sure how much time any of you have had to read
10 and absorb this, but feel free, as Connie has
11 mentioned, to ask questions via Scott Gottfried,
12 preferably e-mail.

13 MS. IVINS: Preferably e-mail.

14 MR. UNKLE: Yes. If he's out, do
15 you get copies?

16 MS. IVINS: I have access to his
17 e-mail.

18 MR. UNKLE: I was just checking. If
19 he is out, she gets -- she has access, so she can
20 address them. Page 16. Paragraph 1.17. Last
21 line in that paragraph, after the word "left",
22 insert the word "rear," and "dab" obviously is
23 "cab."

24 Moving down to 2.7. At the end of



1 that line, it's two and a half inches, just so
2 you're clear on that. It's two and a half
3 inches, not two and a half -- I don't know what
4 that was. On that page, 1.17 through 2.10, any
5 questions?

6 MR. MARKS: Steve Marks, Tiger
7 Corporation. Are you going to add here exactly
8 to these specs, or -- you know, due to
9 manufacturing differences, it's impossible, you
10 know, to say, hey, we're going to have a two and
11 a half inch pin here. We might use a one and
12 three-quarter inch pin, but because we engineer
13 it different, you know, it's going to be
14 different.

15 So I got a bunch of exceptions to
16 these. Is that -- are you entertaining them or
17 are you just going to hold these --

18 MR. UNKLE: We'd like to look at
19 them and see what your exceptions are, what your
20 tolerances are. We may go with plus or minus
21 half inch or something to that effect. But
22 submit those, and we'll consider those.

23 MR. MARKS: When I submit my
24 exceptions, do you want me to list every



1 exception?

2 MR. UNKLE: As per each -- every
3 line, yeah.

4 MR. MARKS: Okay.

5 MR. UNKLE: And if -- can he get
6 this electronically?

7 MS. IVINS: We -- we have a PDF, I
8 think, that we e-mailed.

9 MR. UNKLE: You can't go in and edit
10 that, yeah. I was going to say, if he had this
11 he could go in and add, or whatever.

12 MR. MARKS: Yeah. Let's see.

13 MR. UNKLE: I'm trying to think of
14 an easy way for you to do that.

15 MR. MARKS: A real easy way would be
16 other than a PDF, if you could just copy it and
17 then like in Microsoft Word.

18 MS. IVINS: I'll have to check with
19 Jim to see if he wants to --

20 MR. MARKS: If you highlight it in
21 yellow, it makes it really ease for you.

22 MR. UNKLE: If you have a document
23 you can ad -- we'll do what we can. First of
24 all, submit a request for that, if you will.



1 MR. MARKS: Okay.

2 MR. UNKLE: By an e-mail, and then
3 we'll see what we can do.

4 MS. IVINS: Right.

5 MR. UNKLE: We're pretty much, we
6 have written this based around what we have and
7 what works very well. Okay? Not to say that's
8 the only rock in the world that we'll roll with.

9 MR. JOHNSON: Walter Johnson, Walter
10 G. Coale. I realize this is what you've had. I
11 mean there are some proprietary things in here
12 that no other manufacturer can even have. So you
13 know, I guess that's my question. If it's going
14 to be a sole source --

15 MR. UNKLE: That's not our intent,
16 to have a sole source. Our intent is to get
17 true, viable competitive bids.

18 MR. JOHNSON: Okay. That's fine.

19 MR. UNKLE: We know of a Tiger, we
20 know of a John Deere. I mean New Holland -- and
21 I guess Alamo is who we have today. But I think
22 the representatives in this room can supply a
23 product that we probably could do our job for the
24 most part. Unless you're -- unless there's



1 something specific, a real need for us, because
2 of our scenario or our conditions or whatever.

3 MR. JOHNSON: I understand.

4 MR. UNKLE: We're going to be pretty
5 tight, because what works well works well.

6 MR. JOHNSON: Well, I understand
7 that. But I mean if there's only -- if one
8 company has a patent on something and they're the
9 only ones in the industry that use it, and
10 it's -- and it's not a function --

11 MR. UNKLE: Okay. We will consider
12 your request. That's all I can tell you.

13 MR. JOHNSON: Okay.

14 MR. UNKLE: Moving forward to page
15 17. Probably the same concerns, interests, or
16 whatever?

17 MR. JOHNSON: One thing on 17. On
18 2.25.

19 MR. UNKLE: Yes.

20 MR. JOHNSON: It says shall be
21 current production for a minimum of five years,
22 and ten minutes ago we were talking about two
23 years.

24 MR. UNKLE: The contracts, our



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1 standard contracts call for two.

2 MR. JOHNSON: Okay.

3 MR. UNKLE: Anything else on 17?

4 Moving forward to 18. Paragraph 5.3. The first
5 line, window, obviously is windrow,
6 w-i-n-d-r-o-w. Any other questions on page 18?

7 Charlie, I have a question for you.
8 Have we had a chance to look at that to see if
9 that's really what we're --

10 MR. CLENDANIEL: Yes. On the
11 manuals, they can be in CD or written form, just
12 as long as we have -- they will be checking in
13 when equipment comes in that we have five going
14 to the areas.

15 MR. UNKLE: Five per unit.

16 MR. CONANT: Five per unit?

17 MR. CLENDANIEL: No, no. Total
18 five. One for each district, and one for each
19 resource center. If you bring in two different
20 tractors, I want five per tractor, the different
21 model. Five per model.

22 MR. UNKLE: That's how I meant to
23 say that.

24 MR. CLENDANIEL: One for each



1 district and one here at the resource center for
2 equipment management to have. And it can be
3 written or CD. I actually prefer the CD model,
4 and then we can print out and have it, but it can
5 be either way on that.

6 And repair -- let's see. You have
7 repair, service, basic service, and operator.

8 MR. UNKLE: And so often they --
9 those documents don't show up. And it's
10 sometimes a hassle to obtain them, so it's very
11 important. Especially for our maintenance folks,
12 the repair manuals.

13 MR. CLENDANIEL: The tractors come
14 into the resource center, that is going to be our
15 number one thing. That's what I have been
16 dealing with most of this week, is dealing with
17 two-year-old issues and trying to get manuals,
18 and now we're trying to work on equipment, and
19 it's like pulling teeth trying to get the stuff.
20 So that just moves to the top of my checklist out
21 there.

22 MR. UNKLE: Address the training if
23 you can.

24 MR. CLENDANIEL: Is there any



1 questions on the training side of it? I mean
2 I -- okay.

3 MR. UNKLE: If we do desire training
4 over and beyond what is so stated here on page
5 19, we will contact the contractor and put a
6 class together. What do you have to offer, do
7 you have classes and courses that we buy, or
8 whatever. We'll -- whatever is available.

9 MR. CLENDANIEL: Anything else is
10 basically upgrades of what the tractor's done or
11 whatever. Then, you know, I may be in contact
12 with you to hold a more in-depth class for the
13 mechanics, for the repair side.

14 MR. UNKLE: And we're concentrating
15 more and more and more on training, for several
16 reasons. For the safety of our personnel, and
17 for the protection of the equipment.

18 And I guess the best example I can
19 give is last winter season, we destroyed a whole
20 bunch of plows. And a lot of people were easy to
21 blame the manufacturer or the plow supplier.

22 Well, most of the cause was the
23 operator. I'll be plain, downright honest with
24 you. He's now going through extensive training



1 on how to hook up and use a snow plow. You would
2 think it's simple. It isn't all that simple.
3 Okay?

4 And mowing is certainly as
5 dangerous, and could be as destructive. And you
6 notice in here there's all flails. There's a
7 reason for that. We do mow medians and sides of
8 major highways, and we simply don't want to be
9 slinging things into cars.

10 Virginia state's under a lawsuit
11 right now for that occurring, and we certainly
12 don't want that to happen. Don't want to hurt
13 anybody, first off, them or their property.

14 So, page 20. Spec B. That's for
15 the 99, the smaller horse power. Pretty much the
16 same specifications, based on what we know and
17 have. Moving over to page 21. Same correction
18 on page 1.17. Really afterward, "left," add the
19 word "rear," and "dab" is obviously "cab."

20 Same paragraph, 2.7, that's two and
21 a half inches. Any questions moving forward?

22 22. I have no correction or
23 comments.

24 23. 5.3. Window should be windrow.



1 And obviously, manuals and training, all of that
2 is all the same.

3 Page 25, spec C. The smaller, the
4 83. Any questions on page 25?

5 Page 26, same correction, after the
6 word, in paragraph 1.15, after the word "left,"
7 insert the word "rear," and "dab" is "cab." At
8 least we're consistent.

9 Page 27. Page 28, I guess a general
10 comment, as you addressed relative to the
11 specific specifications. You'll see throughout
12 here often it's a minimum or a maximum. So
13 there's some leeway.

14 Next spec, D. Page -- beginning
15 with page 30. The bi-directional. I ask what
16 may be a dumb question, but I'll ask. Everybody
17 has bi-directional tractors, right?

18 MR. BASS: Nope.

19 MR. CONANT: Nope.

20 MR. UNKLE: All right. Your comment
21 earlier, I believe I heard it, we may have
22 multiple awards. We may have to have multiple
23 awards, potentially. Okay? I forget what we put
24 in here.



1 MS. IVINS: Okay.

2 MR. UNKLE: All right. For example,
3 John Deere may be the tractor, or New Holland may
4 be the tractor. I know New Holland has
5 bi-directionals.

6 MR. BASS: John Deere does not.

7 MR. BAKER: They're the only one in
8 the industry.

9 MR. BASS: I believe you're
10 disqualifying everybody else.

11 MR. UNKLE: That may not be fair.
12 You may have a low bid, and may have to --

13 MR. JOHNSON: Walter Johnson. I
14 think when she said all items in each section.

15 MS. IVINS: In each specification.

16 MR. JOHNSON: So I was assuming
17 there could be four possible awards here, but I'm
18 not sure.

19 MS. IVINS: Right.

20 MR. UNKLE: So in other words,
21 multiple awards is intentional, is okay here,
22 based on what you read. Just so we have a
23 multiple award opportunity.

24 MR. BAKER: So it will be awarded by



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1 section, correct?

2 MR. UNKLE: It will be by spec.

3 MS. IVINS: Right. Spec.

4 MR. BAKER: Okay.

5 MR. UNKLE: And it could be four
6 awards, or it could be two.

7 MR. BAKER: Okay.

8 MR. MITCHELL: Right.

9 MR. CZELUSNIAK: Ed Czelusniak,
10 DelDOT. I got a question for John Deere. If you
11 don't have a bi-directional, do you people have a
12 tractor that would work with this equipment
13 that's in specification D?

14 MR. BASS: I mean it would work with
15 the equipment, it just wouldn't -- obviously, it
16 wouldn't -- we don't have anything that's similar
17 to bi-directional --

18 MR. CZELUSNIAK: Correct.

19 MR. BAKER: -- added --

20 MR. BASS: I mean would the other
21 attachments fit on another type of tractor?

22 MR. CZELUSNIAK: Yes.

23 MR. BAKER: No, Ed. They won't fit.
24 Because the way, from what the State is asking



1 for, is that all the mowers on this unit be out
2 in front of the tractor, nothing off the rear.

3 MR. BASS: Oh, okay.

4 MR. BAKER: And therefore, John
5 Deere doesn't make one. New Holland is the only
6 manufacturer of bi-directional. And quite
7 honestly, it's in the Tractor Reports, it's a
8 really cool tractor.

9 MR. CZELUSNIAK: I just thought I'd
10 ask, you know, you all shout out if we need to do
11 something, change maybe the verbiage, or however,
12 to make something work. Being as that New
13 Holland is not here --

14 MR. BASS: Yeah.

15 MR. JOHNSON: We're here.

16 MR. UNKLE: They're here.

17 MR. CZELUSNIAK: Oh, you are. Never
18 mind.

19 MR. UNKLE: He was worried about not
20 getting a New Holland bid mixed in there, I
21 guess.

22 MR. CZELUSNIAK: Okay.

23 MR. BAKER: Actually, I represent
24 New Holland, as well, on a national account



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1 level.

2 MR. CZELUSNIAK: All right. Proceed
3 on, George.

4 MR. UNKLE: Okay. On to
5 bi-directional, page 30.

6 MR. MARKS: Steve Marks with Tiger.
7 Okay. He pointed out, okay, now we'll be able to
8 offer you a New Holland tractor, okay? Same
9 thing. We're --

10 MR. UNKLE: Same as Alamo?

11 MR. MARKS: Same as Alamo, except we
12 don't put all the flails up front. We have one
13 in the back. Is that going to be acceptable or
14 not?

15 MR. UNKLE: No.

16 MR. MARKS: Okay. Thank you.

17 MR. UNKLE: Page 31. 32. 33.

18 MR. BAKER: There may be a change
19 here, George. I am reading the transmission,
20 7.1, and maybe you can help me answer that -- I
21 didn't get your name.

22 MR. JOHNSON: Walter Johnson.

23 MR. BAKER: Walter. Isn't the new
24 transmission in that TV-6070 an eight speed?



1 MR. MARKS: Yes.

2 MR. BAKER: About a 3 by 3? I think
3 it is. The change needs to be made 7.1
4 hydrostatic transmission, with 8 speed clutchless
5 transmission.

6 MR. JOHNSON: I think that's the way
7 the spec is.

8 MR. BAKER: Yeah. The rest of the
9 spec is fine. It's just the way -- they changed
10 their transmission.

11 MR. UNKLE: Hydrostatic transmission
12 with eight speed 3 by 3?

13 MR. BAKER: Correct.

14 MR. UNKLE: Everybody agrees with
15 that?

16 MR. JOHNSON: Yes.

17 MR. UNKLE: Anything else on page
18 32? 33. 34. Page 35. Page 36.

19 On page 37, 23.12, we indicate three
20 ounces. All the other tractors we're saying
21 four. That should be four.

22 Page 38. Page 39. Page 40. 41.
23 And 42.

24 I'm not sure of the timing. This is



1 due the 28th, was it?

2 MS. IVINS: The 23rd.

3 MR. UNKLE: The 23rd of November.

4 After the bids are in, we may request a demo,
5 just to be sure we're warm and fuzzy with what we
6 see and what it does.

7 It is not in the contract, it won't
8 have any bearing on your bid, but we may or may
9 not ask for a demo of a specific one. Not all of
10 them. Not all specs. I'm assuming that would be
11 viable? Doable? Of course it may be cutting
12 snow. May not even be viable.

13 I have no other comments or input.

14 MR. JOHNSON: One other question.
15 Walter Johnson, Walter G. Coale. If we mail you
16 in or fax you in approved equal or exceptions,
17 what kind of turn-around time are we going to
18 expect? Say we get them in here the -- well, 5th
19 of November. That's only a week. The 11th is
20 not too far away. I mean we looking at probably
21 three or four days?

22 MR. UNKLE: If you get them in to
23 Connie or Scott today, we'll have an answer back
24 to her within two days, and then relay it. We



1 either modify the contract accordingly, and/or
2 tell you whatever it is.

3 MR. JOHNSON: That's fine.

4 MR. UNKLE: And an addendum will
5 follow, so everybody has the benefit of that.

6 MR. JOHNSON: That's fine.

7 MR. UNKLE: Yes, sir?

8 MR. BASS: One more question. On
9 page 1 you got in here, "all manufacturing
10 processes must take place domestically."

11 MR. UNKLE: We need to take that
12 out. Obviously that's not going to be
13 appropriate in this day and time.

14 MR. BASS: That's correct.

15 MR. UNKLE: What page is that? In
16 the general conditions?

17 MS. IVINS: Yeah, the Buy America?

18 MR. UNKLE: Yeah. The Buy America,
19 I guess I like the idea, to keep our folks
20 employed. However, we won't be able to buy
21 much --

22 MR. BASS: That's right.

23 MR. UNKLE: -- in many instances.

24 MR. BASS: Especially when it comes



1 to steel and everything else.

2 MR. UNKLE: Yeah. I mean the raw
3 product -- your complete product, in your case
4 and in your case, is going to come from another
5 country.

6 MR. BASS: That's correct.

7 MR. UNKLE: New Holland, or Germany,
8 wherever it was.

9 MR. BASS: Germany, yup. But the
10 other manufacturers are in the same boat.

11 MR. UNKLE: We need to amend that.

12 MS. IVINS: We'll address that in
13 the addendum.

14 MR. UNKLE: Yeah. We'll address
15 that in the addendum.

16 MR. BASS: Okay.

17 MR. UNKLE: Good point. That
18 probably should be a permanent thing, almost.

19 Any other questions? And again, the
20 sooner you get your questions and information in,
21 the quicker we can move forward with this. And
22 we want to get this contract in place.

23 We, in fact, have some of this
24 year's planned, but I don't think we're going to



1 be able to order them. Obviously now I know
2 we're not going to be able to order them to get
3 them in time, potentially. So, we'll certainly,
4 in our fiscal year 2012, we'll have some needs.

5 Just so you know, there's at least
6 two bi-directionals and five other tractors we
7 need to buy right now, once the contract is in
8 place.

9 Also, keep in mind, the contract you
10 may receive is nothing more than a document that
11 you are the holder of the contract if a need
12 arises. And nothing occurs until you get a
13 purchase order stating what and how many. Just
14 to make that, to give us an avenue to go get it.

15 MR. MARKS: Steve Marks. Could you
16 repeat that one more time? What are you are
17 going to buy for sure?

18 MR. UNKLE: It's estimated. Things
19 change.

20 MR. MARKS: Yes.

21 MR. UNKLE: Right now, at least two
22 bi-directionals, and I think five or six,
23 probably, 103 horse powers. I'm going to have to
24 double-check. But the other tractors.



1 MR. MARKS: Okay.

2 MR. UNKLE: And maybe just a smaller
3 one, too. So there's a need there right now, and
4 these quantities are really a -- our best guess
5 over a period of time. And that quantity could
6 be a third of it, half of it, or more of it.

7 So that's just to get some
8 reasonable quantities with your price, to come up
9 with who's the one to go to. I know we've
10 ordered an awful lot of tractors in the past five
11 years, and mowers.

12 So, there is another contract coming
13 out for bid, I'm not sure any of you would be
14 interested in that, but probably you are. It's
15 for strictly mower replacement. And you bid as a
16 manufacturer, or bid as a dealer, whatever,
17 essentially would send you the tractor with the
18 old mowers, be right, left rear, or whatever it
19 is, could be TS-100, could be a bi-directional,
20 could be almost anything, or whatever the John
21 Deeres are, if it's John Deere.

22 We need to replace the mowers only.
23 And there's also a section of the contract to do
24 certain maintenance on that tractor. And so



1 that's coming out soon, too, if that's of
2 interest to any of you folks. Look out for it.

3 That's the important thing about two
4 years. Your registration is active, so you get
5 the notice that a certain contract is available
6 if you're interested. Without that active
7 registration, you never know it's out there
8 unless you look at the website.

9 MR. BAKER: Any idea when that is
10 coming out?

11 MR. UNKLE: Pardon?

12 MR. BAKER: Any idea when that
13 contract is coming out?

14 MR. UNKLE: Jim gave me a schedule
15 yesterday. It's the next two or three weeks. He
16 and I talked about it yesterday.

17 Thank you, gentlemen and lady, for
18 your time.

19 MR. BAKER: Thank you.

20 MR. BASS: Thank you.

21 MR. UNKLE: A copy of the attendees
22 will be in the minutes.

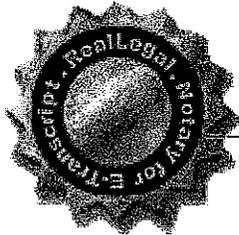
23 (Hearing concluded at 11:25 a.m.)
24



REPORTER'S CERTIFICATE

1
2
3 I, JULIANNE LaBADIA, Registered Diplomate
4 Reporter and Notary Public, do hereby certify
5 that the foregoing record, pages 1 through 45
6 inclusive, is a true and accurate transcript of
7 my stenographic notes taken on October 28, 2010,
8 in the above-captioned matter.

9 IN WITNESS WHEREOF, I have hereunto set my
10 hand and seal this 3rd day of November, 2010, at
11 Wilmington.



Julianne LaBadia

Julianne LaBadia, RDR, CRR



