

State of Delaware

GENERATOR MAINTENANCE & REPAIR

Invitation to Bid

Contract No. DOT1213-GEN_REPAIR

Advertisement Date: AUGUST 13, 2012

**- *Deadline to Respond* -
SEPTMBER 11, 2012
2:00 P.M. local time**

STATE OF DELAWARE
Department of Transportation
Contract Administration

CONTRACT NO. DOT1213-GEN_REPAIR

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for **GENERATOR MAINTENANCE & REPAIR**. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. **DOT1213-GEN_REPAIR**

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
 - a. INSTRUCTIONS FOR BID SUBMITTAL
 - b. BID PAGES
 - c. Attachment 1 - No Bid Reply Form
 - d. Attachment 2 - Non-Collusion Statement
 - e. Attachment 3 - Sample Monthly Usage Report
 - f. Attachment 4 - Office of Minority and Women Business Enterprise Information

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **September 11, 2012 at 2:00 PM (Local Time)**.

Bids shall be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact DelDOT Contract Administration via e-mail at dot-ask@state.de.us or call 302-760-2031.

STATE OF DELAWARE
Department of Transportation
Contract Administration

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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DEPARTMENT OF TRANSPORTATION
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DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY or DelDOT: Delaware Department of Transportation.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

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

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

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

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

All prices must be quoted in U.S. Dollars.

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8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

Waived

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

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CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

All proposals will be accepted at the place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

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

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

16. **ADDENDA TO THE ITB:**

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

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SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **CONTRACT AWARD:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

Waived

6. **WARRANTY:**

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

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Transportation, Contract Administration section.

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8. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

9. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

10. **TERMINATION FOR CONVENIENCE:**

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

11. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

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

2. **LAWS TO BE OBSERVED:**

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

3. **PERMITS AND LICENSES:**

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

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

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

5. **EMERGENCY TERMINATION OF CONTRACT:**

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

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the

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transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

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

8. **BID EVALUATION AND AWARD:**

The Department of Transportation, Contract Administration will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Transportation in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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SECTION D - EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Department's requirements for Generator Maintenance & Repair.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for a period of two (2) years from contract execution. Each contract may be renewed if agreeable to both parties for up to three (3) additional one-year terms through negotiation between the contractor and the Department of Transportation, Contract Administration. Negotiation should be initiated no later than ninety (90) days prior to the termination of the current term.

3. **PRICES:**

Prices shall remain firm for each term of the contract; however, the Agency may accept lower pricing at any time. Contract extensions must include agreed pricing for the term of the extension.

4. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for optional years, DeIDOT shall have the option of offering a determined price adjustment that shall not exceed the change in Philadelphia All Urban Consumers Price Index (CPI-U). If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

5. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

6. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

7. **BID BOND REQUIREMENT:**

The Bid Bond requirement has been waived.

8. **PERFORMANCE BOND REQUIREMENT:**

The Performance Bond requirement has been waived.

9. **MANDATORY INSURANCE REQUIREMENTS:**

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

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

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- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
 3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

Certificates of Insurance are to be mailed to:

Contract Administration
Contract No. DOT1213-GEN_REPAIR
State of Delaware
Department Of Transportation
PO Box 778
DOVER, DE 19903
FAX: 302-739-2254
dot-ask@state.de.us

Note: Do not name the State of Delaware as an additional insured.

10. **BASIS OF AWARD:**

The Department of Transportation, Contract Administration shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Department of Transportation, Contract Administration reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

11. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish Department of Transportation, Contract Administration with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

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

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12. **HOLD HARMLESS:**

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

13. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

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

14. **NON-PERFORMANCE:**

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

15. **FORCE MAJEURE:**

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

16. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

16. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A Monthly Usage Report (first report shown immediately following this section) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in

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default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity Supplier) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is found below (and shown as the second report immediately following this section).

Subcontracting 2nd tier reports shall be submitted to the contracting Agency's Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

17. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

18. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

19. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

20. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

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21. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Department of Transportation, Contract Administration to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

22. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

23. **I FOUND IT CHEAPER:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flow_chart.pdf. The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

24. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Transportation, Contract Administration. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

25. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

26. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

25. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

26. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

27. **TERMINATION FOR CONVENIENCE:**

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

28. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

29. **AUDIT ACCESS TO RECORDS:**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

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30. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

31. **CONTRACT USE BY OTHER STATE AGENCIES**

Other state agencies may procure product under this contract so long as the arrangement is agreeable to all parties. (REF: Title 29, Chapter 6914(e) Delaware Code)

TECHNICAL SPECIFICATIONS

SECTION A **PREVENTIVE MAINTENANCE**

1. Scope of Work

- 1.1 Provide necessary labor and parts to perform routine scheduled preventive maintenance services to DelDOT's facility back-up generators throughout the state of Delaware on a semi-annual basis and/or as requested by the District to maintain the unit in an operable condition in accordance with the specific tasks noted below and the O.E.M.'s recommendations.
- 1.2 A complete list of the facility back-up generator locations giving the specific manufacturer, model and serial number, KW, specific DelDOT District location with specific address location will be provided to the successful bidders and shall be made a part of this contract. The KW ranges for the DelDOT facility back-up generators are from 5 to 350KW. The estimated quantity of generators is forty (40) units.

2. Services

The specific preventive maintenance services shall include at a minimum the following tasks for the engine and generator systems. This list is not intended to be all inclusive for each and every facility back-up generator. The contractor shall also comply with the specific recommendations of the O.E.M. for the preventive maintenance and for all parts/materials/fluid requirements.

- 2.1 Complete overall generator inspection for visual damage, cleanliness, wear, or overheating, inclusive of all fuel tanks, fuel lines, connections, vents, fluid leaks, air leaks, ventilation systems, bus bar connections, ATS, etc.
- 2.2 Check all frame grounding points to ensure grounding wires are secure to the ground rods.
- 2.3 Clean engine compartment as needed.
- 2.4 Perform an engine test run for a minimum of 15 minutes to allow the engine oil to heat up to normal operating temperatures and check for proper alternator voltage.
- 2.4 Pull engine oil sample and send out for analysis. Provide the Department with the results of each sample to the DelDOT Equipment Manager, 800 Bay Road, Dover, DE, 19901 for distribution to the District Equipment Superintendents.
- 2.5 Drain and replenish engine oil and replace oil filters annually or at 150 hours of operation, whichever occurs first.
- 2.6 Replace fuel filters at 100 hours of operation or annually, whichever occurs first.

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- 2.7 Replace air cleaner at 100 hours or as required by O.E.M.
- 2.8 Inspect, perform PH test and add as necessary engine coolant with 50/50 mix Glycol. If PH test is below the acceptable standard the coolant system shall be completely flushed and new engine coolant installed.
- 2.9 Clean battery posts, reconnect battery cables and spray terminals with a corrosion inhibitor sealant.
- 2.10 Check all wiring and its connection(s) to ensure its safe, working condition.
- 2.11 Check and test alarm sending units, pre-alarms, and safety shutdowns.
- 2.12 Check remote annunciator operation.
- 2.13 Drain condensation drip legs.
- 2.14 Initiate a transfer test and transfer to emergency power with no load.
- 2.15 Provide a detailed report to the District Maintenance Engineer after each visit for each generator. The report shall include, at a minimum, details of the tests applied and their outcomes, preventive maintenance services were provided, the parts/materials/etc. which were replaced, the name of the contractor's personnel providing the services, and the date, time, and length of the visit. (See 8.1 below.)

3. Replacement Parts

- 3.1 Contractor shall supply and maintain an adequate inventory of all necessary tools, equipment and normal parts/materials for the preventive maintenance tasks under this contract.

4. Identified Repairs:

- 4.1 Any repairs required beyond the standard preventive maintenance task(s) identified during the inspection, shall be documented and presented to the District Maintenance Engineer for approval prior to commencement of any repair services. Repairs are discussed in further detail in Section B.

5. Contractor Personnel

- 5.1 Only trained, experienced, and qualified facility back-up generator personnel shall perform the necessary generator preventive maintenance and repair work specified.
- 5.2 It is expected that one qualified facility back-up generator person is all that is required to provide the preventive maintenance work. Unless pre-approved by the District Maintenance Engineer, DelDOT will not approve payment for more than one person per visit unless the nature of the job conditions warrant.

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6. Protective Equipment:

6.1 Contractor shall provide proper Personnel Protective Equipment (PPE) for their employees performing the work for DeIDOT as required by OSHA and any other Federal, State, or Local codes, Laws and regulations.

7. Working Hours:

7.1 All work shall be performed during normal working hours from 7:00am to 3:00pm weekdays. No work shall be performed on weekends or DE state holidays.

8. Maintenance Schedule:

8.1 The contractor shall develop and maintain a maintenance schedule for each generator. The contractor shall also develop and maintain a maintenance log for each generator, listing all work performed, date of service and signature of technician performing the work. This log shall be forwarded to the Equipment Superintendent of the District responsible for the specific generator location. A copy of the detailed log of the work performed shall accompany each invoice.

9. Invoices:

9.1 All invoices shall be submitted to the specific District Maintenance Engineer at the District for which the generator comes under their jurisdiction. A detailed listing will be provided to the awarded contractor(s).

10. Contract Term:

10.1 The term of this Contract shall be for two (2) years, beginning on the date of execution of a contract. DeIDOT may choose to extend this contract three (3) additional one-year periods under the same terms and conditions. Extensions shall be agreed to in writing by the Contractor and DeIDOT Contract Administration.

11. Pricing for Preventive Maintenance:

11.1 Pricing for preventive maintenance services shall be offered as a lump sum price per visit for each specific facility back-up generator to be performed at its location within the three Delaware Counties (New Castle, Kent, Sussex) in one of the four DeIDOT Districts (Canal, North, Central, South). The lump sum price shall include all costs (labor, parts/materials, equipment, travel time, etc.) required by the contractor to perform the scope of work, exclusive of Load Tests, as specified in Section 12.

11.2 All generators are offered as individual line items on the Bid Proposal Forms. Bidders may offer pricing on any or all line items of generators located at DeIDOT facilities in the State regardless of County or DeIDOT District location. Bidders are not required to bid entire County/District locations, however, the Bidder shall be available and capable to perform Repair services on each generator for which preventive maintenance services have been bid. Pricing for Repairs are specified in Section B.

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11.3 Contractor shall not charge DeIDOT for vehicle, trip or mileage charges, fuel or fuel surcharges for the performance of preventive maintenance.

12. **Load Tests:**

12.1 Each DeIDOT District Maintenance Engineer will have the option to request the contractor to perform an annual load test on its facility back-up generator(s). The cost of the performance of the Load Test shall not be included in the lump sum price for the preventive maintenance services; a separate line item for pricing a load test is provided on the Bid Proposal Forms. Pricing for a load test must be offered by the bidder for each corresponding generator for which the bidder has offered pricing for the preventive maintenance services. **Failure to provide pricing for preventive maintenance service and the corresponding load test for each generator bid upon shall be determined nonresponsive and, therefore, rejected.**

12.2 To perform the load test, the contractor shall remove battery cables and load-test the starting batteries for proper condition using only a load bank capable of loading the unit to 85% rating as a minimum.

13. **Bidder's Responsibility:**

13.1 Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

14. **Safety:**

14.1 The Contractor shall ensure that all work is performed in a safe manner and shall provide all necessary equipment and barriers to protect the work site, workers, DeIDOT employees, the public, vehicles and property.

14.2 The Contractor shall ensure that all equipment, systems and/or utilities that are within the work zone have been properly locked out and tagged before work begins.

14.3 The Contractor shall have, at the actual work site, fire suppression equipment such as an A-B-C Chemical fire extinguisher, as a minimum, during preventive maintenance services requiring open-flame repair equipment.

15. **Insurance and License:**

15.1 The Contractor shall be licensed and insured to perform work in the State of Delaware in accordance with the requirements stated in the contract terms and conditions.

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16. **Scheduling:**

16.1 Prior to making your preventive maintenance service call to any of the facility back-up generator locations your representative shall contact the appropriate District personnel as to the schedule to ensure you have access to the equipment at the given generator location.

17. **Award**

17.1 Award will be made to the lowest apparent responsive and responsible bidder(s) based upon the pricing for the preventive maintenance services. Consideration of the hourly rates offered in Section B for Repairs will also be a determining factor in award.

17.2 Award may be made to multiple bidders.

18. **Additions / Deletions:**

18.1 DeIDOT shall have the right to make additions to and/or deletions from the contract as necessary. Any change orders to the contract must be communicated in writing between the contractor and the Contract Administration office and must be approved by the Contracts Administrator prior to implementation.

SECTION B
REPAIRS

1. **Contractor Responsibility**

- 1.1 Provide the necessary labor, parts/materials, and equipment to perform the required work on an as needed basis to return the facility back-up generator unit back to an operable condition.
- 1.2 The contractor shall be available and capable of providing necessary repair service 24 hours a day, 365 days a year, if needed. Normal working hours shall be considered from 7:00am to 5:00pm weekdays. Overtime may be charged for work performed outside normal working hours, provided prior authorization is granted by the DeIDOT Maintenance Engineer in the District which the work is to be performed. Overtime hours shall apply to nights, weekends and major DeIDOT holidays. For a listing of State of Delaware holidays, go to: <http://delawarepersonnel.com/labor/holidays/index.shtml>

NOTE: Work that is to be performed outside normal working hours that is scheduled in advance will be invoiced at regular hourly rates unless conditions warrant the DeIDOT Maintenance Engineer to approve overtime hours. Overtime hours for this contract will be invoiced at time-and-one half (1.5) times the regular hourly rate for each hour worked in each job classification.

- 1.3 Response to a service call is expected to be within the same day and shall be made within four (4) hours or less. Telephone support shall be immediate. Emergency repairs shall be completed at the time or other available means of alternative power shall be arranged, i.e., rental of an emergency source of power.
- 1.4 Travel Time - Contractor shall be permitted to charge a maximum of one-half (1/2) the hourly rate for one service technician as Travel Time associated with each emergency service call due to a generator failure. Also, each service call shall allow for a minimum of one-half (1/2) hour of work. This charge would be added to the travel charge, resulting in a minimum charge of a single service technician's hourly rate for emergency service calls. Service calls requiring more than one-half (1/2) hour will be charged the actual hours worked, plus the one-half (1/2) hourly rate Travel Time charge, if applicable.
- 1.5 All repair parts and materials shall be billed at the manufacturer's list price less the discounted percentage rate offered by the bidder on the Bid Proposal Forms in this solicitation.
- 1.6 The contractor shall respond to all calls for repairs with personnel adequately trained, experienced, and qualified in the various facility back-up generators to address the work covered under these emergency requirements.
- 1.7 On jobs requiring two persons, the second person shall be charged at a lower hourly rate unless job conditions warrant more than one technician of the higher hourly rate. If

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the contractor determines the need for more than one technician of the higher hourly rate is necessary, the contractor shall seek approval from the DeIDOT District Maintenance Engineer within the District the work is being performed.

- 1.8 Once the cumulative total of all Repair work performed under Section B of this contract reaches \$15,000, subsequent Repair work may be subject to the Delaware Prevailing Wage Regulations and will be reimbursed at the rates required by these Regulations. For more information, please refer to the following website: <http://dia.delawareworks.com/labor-law/prevailing-wage.php> .
- 1.9 The contractor shall provide all necessary emergency numbers and personnel contacts for after hour emergency needs. This includes cell numbers and home phone numbers.
- 1.10 All work shall be fully coordinated with the specific District Maintenance Engineer or his designated representative prior to performing the work.

2. DeIDOT Responsibility

- 2.1 Provide access to facility and equipment being serviced.
- 2.2 Ensure work areas are free from vehicles, equipment and/or DeIDOT personnel, when necessary, and to the extent possible, and when sufficient notice is given.

3. Contractor Personnel

- 3.1 Only trained, experienced, and qualified facility back-up generator personnel shall perform the requested facility back-up generator repair work.
- 3.3 Contractor shall not charge DeIDOT for vehicle, trip or mileage charges nor shall the contractor charge for any fuel or fuel surcharges.

4. Pricing for Repairs

- 4.1 Pricing shall be offered as an hourly rate for time in accordance with your applicable labor force and as a discount percentage rate on all parts/materials needed for repairs. All parts/materials shall be F.O.B. Destination, freight pre-paid.
- 4.2 The bidder shall provide on the Bid Proposal Forms a listing of the personnel likely to provide services to DeIDOT under this contract by title or type (i.e., Master Electrician, Apprentice, Laborer, etc.) and the corresponding hourly billing rate.
- 4.2 Repair services will be awarded only to contractors also bidding for the preventive maintenance services in Section A.

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BID QUOTATION REPLY SECTION

CONTRACT NO. DOT1213-GEN_REPAIR

GENERATOR MAINTENANCE & REPAIR

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the Department of Transportation, Contract Administration by **September 11, 2012, 2:00 p.m. local time** at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME MAY BE READ AT THE BID OPENING

STATE OF DELAWARE
Department of Transportation
Contract Administration

BID PROPOSAL FORMS

CONTRACT NO. DOT1213-GEN_REPAIR

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

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PREVENTIVE MAINTENANCE - SECTION A

Pricing for preventive maintenance services shall be offered as a lump sum price per visit for each facility back-up generator. The lump sum price shall include all costs (labor, parts/materials, equipment, travel time, etc.) required by the contractor to perform the scope of work as specified in Technical Specifications, Section A, of this solicitation.

NEW CASTLE COUNTY

NORTH DISTRICT

DeIDOT

<u>Unit#</u>	<u>Loc</u>	<u>Mfg</u>	<u>Model#</u>	<u>S/N</u>	<u>KW</u>	<u>Lump Sum Price</u>	<u>Load Test Price</u>
4230	Admin Bldg	Himoinsa	HPW290T6	810547	300	\$_____	\$_____
4277	Kiamensi	Taylor	DS150M3	TP21989	150	\$_____	\$_____
4232	Kiamensi	Taylor	DS60M3	TP21987	60	\$_____	\$_____
4231	Kiamensi	Taylor	DS60M3	TP21986	60	\$_____	\$_____
4233	Kiamensi	Taylor	DS60M3	TP21988	60	\$_____	\$_____
4264	Talley	Kohler	125REOZJD	2238798	150	\$_____	\$_____
4226	I95 Tolls	Taylor	DS350M3	TP21583	350	\$_____	\$_____

CANAL DISTRICT

DeIDOT

<u>Unit#</u>	<u>Loc</u>	<u>Mfg</u>	<u>Model#</u>	<u>S/N</u>	<u>KW</u>	<u>Lump Sum Price</u>	<u>Load Test Price</u>
4266	Middletown	Taylor	DS150M3	TP21594	150	\$_____	\$_____
4223	Middletown	Taylor	DS150M3	TP21926	150	\$_____	\$_____
4228	Bear	Himoinsa	HPW375T6	7100679	350	\$_____	\$_____
4280	Bear	Himoinsa	HPW145M6	8106695	150	\$_____	\$_____
4229	Bear	Himoinsa	HPW375T6	7100795	150	\$_____	\$_____
4220	Hwy 1 Smyrna	Taylor	DS350M3	TP21584	350	\$_____	\$_____
4221	Biddles Tolls	Cat	KVG	KVG436	350	\$_____	\$_____
4213	Boyds Corner Toll Ramp	Generack	SG035-K364	98A02180	35	\$_____	\$_____

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KENT COUNTY

CENTRAL DISTRICT

DeIDOT

<u>Unit#</u>	<u>Loc</u>	<u>Mfg</u>	<u>Model#</u>	<u>S/N</u>	<u>KW</u>	<u>Lump Sum Price</u>	<u>Load Test Price</u>
4270	Magnolia	Taylor	DS150M3	TP21593	150	\$_____	\$_____
4125	Magnolia	Taylor	DS150M3	TP21779	150	\$_____	\$_____
4271	Cheswold	Taylor	DS150M3	TP21592	150	\$_____	\$_____
4273	Cheswold	Taylor	DS150M3	TP21594	150	\$_____	\$_____
4269	Magnolia	Taylor	DS150M3	TP21596	150	\$_____	\$_____
4276	Harrington	Taylor	DS150M3	TP21591	150	\$_____	\$_____
4126	Harrington	Taylor	DS150M3	TP21833	150	\$_____	\$_____
4278	Harrington	Taylor	DS150M3	TP21597	150	\$_____	\$_____
4224	Sign Shop Dover	Onan	140G855	25182946	140	\$_____	\$_____
4222	Admin Bldg	Taylor	DS300M3	TP21582	300	\$_____	\$_____
4275	Eqpmt Mgmt Resource Ctr	Taylor	DS150M3	TP21598	150	\$_____	\$_____
4219	Dover tolls	Onan	350DFCC	J920487696	350	\$_____	\$_____
4218	Hwy 1Smyrna Exit Ramp	Onan	20DGAB	H920480399	20	\$_____	\$_____
4211	Denny Rd Toll Plaza	Onan	250DFAC	I1920484253	250	\$_____	\$_____
4214	Smyrna Rest Area	Onan	DGDK5007287	A020322458	125	\$_____	\$_____

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DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

SUSSEX COUNTY

SOUTH DISTRICT

DeIDOT

<u>Unit#</u>	<u>Loc</u>	<u>Mfg</u>	<u>Model#</u>	<u>S/N</u>	<u>KW</u>	<u>Lump Sum Price</u>	<u>Load Test Price</u>
4268	Laurel	Taylor	DS150M3	TP21588	150	\$ _____	\$ _____
4234	Seaford	Taylor	DS150M3	TP22174	150	\$ _____	\$ _____
4265	Ellendale	Taylor	DS150M3	TP21590	150	\$ _____	\$ _____
4267	Gravel Hill	Taylor	DS150M3	TP21586	150	\$ _____	\$ _____
4272	Dagsboro	Taylor	DS150M3	TP21585	150	\$ _____	\$ _____
4274	Gravel Hill	Taylor	DS150M3	TP21587	150	\$ _____	\$ _____
4279	Rehoboth Bridge	Taylor	DS150M3	TP21581	150	\$ _____	\$ _____
4204	Lewes Bridge	Onan	15R24530	603604	75	\$ _____	\$ _____
4227	Administrative Building	Himoinsa	HFV375T6	8015737	350	\$ _____	\$ _____
4210	Cedar Creek Bridge	Onan	EZ200188	E200188	5	\$ _____	\$ _____

LUMP SUM GRAND TOTAL OF ITEMS BID: \$ _____

Load Test Total of Items Bid: \$ _____

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REPAIRS - SECTION B

Pricing shall be offered as an hourly rate for time in accordance with your applicable labor force and as a discount percentage rate on all parts/materials needed for repairs.

Regular Hourly Labor Rates - Required

Non-preventive Repair Services (Under annual \$15,000.)

COUNTY

Personnel Type or Title	NEW CASTLE	KENT	SUSSEX
_____	\$_____ hr	\$_____ hr	\$_____ hr
_____	\$_____ hr	\$_____ hr	\$_____ hr
_____	\$_____ hr	\$_____ hr	\$_____ hr
_____	\$_____ hr	\$_____ hr	\$_____ hr
_____	\$_____ hr	\$_____ hr	\$_____ hr

Parts/Materials Discount Rate – Required

Manufacturer's List Price less _____ % Discount

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Attachment 1
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

NO BID REPLY FORM

BID # DOT1213-GEN_REPAIR

BID TITLE: GENERATOR MAINTENANCE & REPAIR

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

- 3. We do not feel we can be competitive.
- 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the State. Our objections are: _____

- 6. We do not sell the items/services on which Bids are requested.
- 7. Other: _____

FIRM NAME

SIGNATURE

We wish to remain on the Bidder's List **for these goods or services.**

We wish to be deleted from the Bidder's List **for these goods or services.**

STATE OF DELAWARE
Department of Transportation
Contract Administration

CONTRACT NO.: DOT1213-GEN_REPAIR - GENERATOR MAINTENANCE & REPAIR
OPENING DATE: September 11, 2012

Attachment 2
NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Department of Transportation
Contract Administration

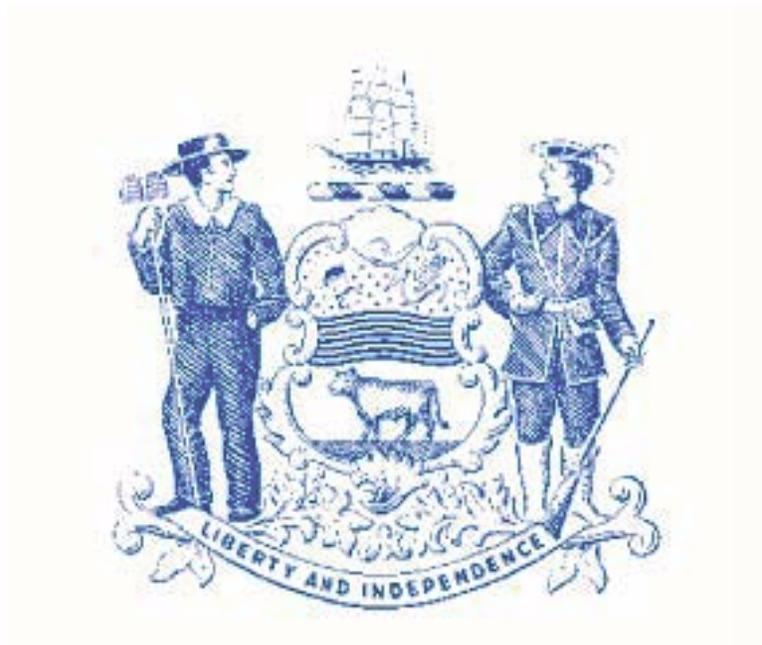
ATTACHMENT 4

OMWBE Certification Application found here:

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

State of Delaware

**Office of Minority and Women Business Enterprise
Certification Information**



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4 Dover, DE 19904 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>
Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>