

State of Delaware
Department of Transportation

UTILITY BODIES

Invitation to Bid
Contract No. DOT1225-UTILITY_BODIES

July 2, 2012

- *Deadline to Respond* -
July 31, 2012
2:00 P.M. local time

STATE OF DELAWARE
Department of Transportation
Contract Administration

CONTRACT NO. DOT1225-UTILITY_BODIES

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for **UTILITY BODIES**. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. DOT1225-UTILITY_BODIES

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
 - a. Attachment 1 - No Bid Reply Form
 - b. Attachment 2 - Non-Collusion Statement
 - c. Attachment 3 - Sample Monthly Usage Report
 - d. Attachment 4 - Bid Forms
 - e. Attachment 5 - 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 July 31, 2012, 2:00 p.m. 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 Contract Administration via e-mail at dotask@state.de.us or call 302-760-2031.

STATE OF DELAWARE
Department of Transportation
Contract Administration

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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: 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.

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:**

The bidder's prices **should be typewritten** on the bid pages provided.

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.

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).

STATE OF DELAWARE
Department of Transportation
Contract Administration

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 forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

Delivery Service:
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

U.S. Mail:
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
PO Box 778
DOVER, DE 19903

All proposals will be accepted at the time and 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:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.

STATE OF DELAWARE
Department of Transportation
Contract Administration

- 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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

8. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Department of Transportation, Contract Administration 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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

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 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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

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.

Revised 7/1/2009

STATE OF DELAWARE
Department of Transportation
Contract Administration

CONTRACT NO DOT1225-UTILITY_BODIES
UTILITY BODIES

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the **DOT1225-UTILITY_BODIES** requirements.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid upon contract execution through June 30, 2015. Each contract may be renewed if agreeable to both parties for up to two (2) additional one year terms through price 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 agreement to allow the Department time to re-advertise this contract if not renewed.

3. **PRICES:**

Prices shall remain firm for each term of the contract.

4. **PRICE ADJUSTMENT:**

For each succeeding term, the Department of Transportation, Contract Administration shall have the option of accepting new pricing offered by the contractor, or allowing the contract to expire.

5. **SHIPPING TERMS:**

F.O.B. destination freight pre-paid, unless otherwise ordered.

6. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature and funds being made available to the Division of Maintenance and Operations for the indicated fiscal year. The purchase order(s) will not be issued prior to the beginning of that fiscal year.

7. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

8. **MANDATORY INSURANCE REQUIREMENTS:**

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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

- 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.

Contract Administrator, dot-ask@state.de.us
Contract No. DOT1225-UTILITY_BODIES
State of Delaware
Department Of Transportation
PO Box 778
DOVER, DE 19903
FAX: 302-739-2254

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

9. **BASIS OF AWARD:**

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

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

Prior to receiving an award, the successful vendor shall either furnish the 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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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 report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and

STATE OF DELAWARE
Department of Transportation
Contract Administration

shall be filed within fifteen (15) days after the end of each reporting period. 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, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific reporting period, shall reply with a "no activity" if there is no activity during the reporting period.

The report shall be submitted electronically in EXCEL and sent as an attachment to dot-ask@state.de.us. It shall contain the six-digit department and organization code.

17. **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.

18. **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.

19. **PAYMENT:**

The agency 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.

20. **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 the 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.

21. **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. 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> .

STATE OF DELAWARE
Department of Transportation
Contract Administration

22. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor(s). The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be pre-approved by the agency prior to use.

23. **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.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

24. **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.

25. **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.

26. **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.

27. **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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

28. **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.

29. **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)

STATE OF DELAWARE
Department of Transportation
Contract Administration

**UTILITY BODIES
CONTRACT NO. DOT1225-UTILITY_BODIES**

General Contract Provisions

**UTILITY BODIES
STATWIDE**

SPECIFICATION “A”

INTENT AND PURPOSE:

It is the intent and purpose of these specifications to describe, 96 inch single wheel Utility bodies to be compatible with Ford, GM and Dodge Chassis to be furnished and installed on the vehicle chassis'. Once the specific manufacture of the chassis is known it is the responsibility of the contract vendor to determine any specific fit up, etc.

All components necessary to make a complete operating unit shall be provided even if not identified in these specifications. Bidders must submit with their bid complete specifications on the unit they propose to furnish. These specifications shall indicate minimum requirements, including components, accessories and safety features considered standard.

Unit(s) Installed and delivered shall be current year production model. Unit proposed shall comply with all applicable Federal, State, Department of Transportation, and O.S.H.A. regulations.

Prior to delivery, the unit shall be:

- a. Complete with accessories and equipment properly installed and operative.
- b. Clean, lubricated and serviced, ready for immediate use.
- c. Provide a copy of the Manufacturer's Rust Through, Service and Warranty Policies with all warranty certifications vouchers, certifications or coupons and line-setting tickets.

1. BODY SHELL:

1.1 Compartment top and back shall be one piece seamless design. All doors, door openings, drip rails and other exposed steel edges shall be hemmed for strength safety and resistance to corrosion. This shall be constructed of 14 gauge (minimum) A40 galvaneal steel.

STATE OF DELAWARE
Department of Transportation
Contract Administration

2. FLOOR and INTERIOR BULKHEAD:

- 2.1 Shall be a minimum of 12 gauge tread plate with 1 3/8" return flange on each side. Side compartment back panel overlaps and interlocks with floor flange, providing support for weight of side compartments.
- 2.2 Front interior bulkhead to include one (1) piece 1/8" tread plate overlay-with continuous weld to floor tread plate.

3. UNDERSTRUCTURE:

- 3.1 Shall be a minimum of 50,000 yield 11 gauge high strength steel cross sills.

5. TAILGATE:

- 5.1 Shall be 14 gauge (minimum) two sided A40 galvaneal steel construction with 12" double wall galvaneal steel slammable style mounted on body.

6. DOORS:

- 6.1 Shall be 20 gauge (minimum) two sided A40 galvaneal steel double panel doors with hat section reinforcements.
- 6.2 Door lock cylinders shall be keyed alike.
- 6.3 Horizontal doors shall have vinyl coated cables or approved equal.
- 6.4 Door strikers shall be adjustable, affixed to door frame with screws.
- 6.5 Door seals shall be Bulb Type (automotive) neoprene seals on all door frames.
- 6.6 Door retainer shall be double spring over center door retainers on all vertical doors.

7. HINGES:

- 7.1 Corrosion resistant all stainless steel continuous hinges to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinge shall be spot welded to the door frame supported with a five year warranty.

8. ROTARY LATCHES:

- 8.1 Shall be stainless steel corrosion resistant rotary latches riveted to door with non-corrosive stainless steel rivets incorporating stainless mandrels. Rotary latch to be slam-latchable. Latching cam shall be elongated to allow the latch to move vertically relative to the lockstrike to prevent torsional damage.

STATE OF DELAWARE
Department of Transportation
Contract Administration

9. **SHELVING:**

9.1 Minimum 18 gauge spangled galvanized shelves with hemmed dividers on 4" centers. Minimum 250 lbs. capacity rated.

9.2 One (1) adjustable material tray with adjustable dividers and one (1) adjustable plain shelf in each front vertical compartment.

9.3 One (1) material tray in curbside horizontal compartment.

9.4 No shelf in street side horizontal compartment

9.5 One (1) adjustable with dividers plain shelf in rear right and left side compartments.

10. **LIGHTING & ELECTRICAL:**

10.1 Lighting shall meet all FMVSS standards. Wiring harness shall be incased in plastic loom, and all wire color coated, etched or numbered every three inches. Wire harness shall be compatible with GM, Ford and Dodge chassis without splicing. Stop, tail, turn and backup lights to be recessed in rear of body. Side marker lights to be recessed in body drip rail. All tail lights and marker lights shall be Super LED.

10.2 Interior compartment lighting shall be illuminated from clear back style lights. All compartments to be illuminated with lights powered off taillight circuit. Manual toggle switches required on each light.

10.3 Lighting wire retention shall be retained by mechanical fastening system.

10.4 Interior light guard shall provide protection for recessed stop, tail, turn and backup lights. Wiring harness shall be protected also.

10.5 Shall have flat RV Style 7 pin electrical plug-located at rear bumper approx 12" off center.

10.6 Backup alarm with chassis.

10.7 Electric brake controller, furnish and installed.

11. **PAINT:**

11.1 Exterior; Body shall be painted to manufacturers specification, match cab color with minimum of 4 mils thick including primer, plus a clear coat finish over paint finish.

11.2 Interior; shall be painted to manufacturers specification with light gray-epoxy mar-resistant paint, with a minimum of 4 mils thick including primer.

STATE OF DELAWARE
Department of Transportation
Contract Administration

12. **REAR BUMPER:**

12.1 Shall be equipped with a Galva-Grip with hitch recess or approved equal step bumper and reinforced to chassis frame.

12.2 Shall have a bolt on 2" x 2" receiver hitch, combo 2" ball/pintle hitch,

12.3 Shall have a 1,000 lb minimum tongue weight capacity and 10,000 lb trailer weight capacity.

13. **WARRANTY:**

13.1 Body shall be warranted for a minimum of five (5) years, against rust, hinge failure, locks and latch failure, and shelves 250 lb max load bending.

14. **OPTIONS:**

14.1 All other REQUIRED components specific to the need of the purchaser shall be bid at a percent discount from the manufacturer's list pricing.

15. **MANUALS**

15.1 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.

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

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

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

16. **TRAINING**

16.1 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 locations

16.2 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

STATE OF DELAWARE
Department of Transportation
Contract Administration

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.

16.3 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.

16.4 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.

16.5 All other specialized training shall be offered if requested by the Department at a negotiated rate per personnel.

STATE OF DELAWARE
Department of Transportation
Contract Administration

**UTILITY BODIES
STATEWIDE**

SPECIFICATION “B”

INTENT AND PURPOSE:

It is the intent and purpose of these specifications to describe, 108 inch single wheel service body to be compatible with Ford, GM and Dodge Chassis to be furnished and installed on the vehicle chassis'. Once the specific manufacture of the chassis is known it is the responsibility of the contract vendor to determine any specific fit up, etc.

All components necessary to make a complete operating unit shall be provided even if not identified in these specifications. Bidders must submit with their bid complete specifications on the unit they propose to furnish. These specifications shall indicate minimum requirements, including components, accessories and safety features considered standard.

Unit(s) installed and delivered shall be current year production model, new. Unit proposed shall comply with all applicable Federal, State, Department of Transportation, and O.S.H.A. regulations.

Prior to delivery, the unit shall be:

- a. Complete with accessories and equipment properly installed and operative, and delivered to 800 Bay Road, Dover, De. 19903-0778.
- b. Clean, lubricated and serviced, ready for immediate use.
- c. Provide a copy of the Manufacturer's Rust Through, Service and Warranty Policies with all warranty certifications vouchers, certifications or coupons and line-setting tickets.

1. SERVICE BODY FOR:

FORD/GENERAL MOTORS/DODGE single wheel with 60" cab to axle dimension:

- a. 108" (minimum) overall length
- b. 48" (minimum) floor width
- c. 40" (minimum) height
- d. 14" (minimum) compartment depth
- e. NOTE: If Dodge chassis is provided-include required mounting brackets for proper installation of body.

STATE OF DELAWARE
Department of Transportation
Contract Administration

- f. NOTE: If chassis provided with no long fuel fill kit(s)-provide required kit(s) for service body application.
- g. Completed chassis and body shall include fuel and vent system per all FMVSS requirements and have proper fuel flow into tank.
- h. If urea tank is required the body shall be adapted for the tank fill hose

2. **BODY SHELL:**

2.1 Compartment top and back shall be one piece seamless design. All doors, door openings, drip rails and other exposed steel edges shall be hemmed for strength safety and resistance to corrosion. This shall be constructed of 14 gauge (minimum) A40 galvanneal steel.

3. **FLOOR and INTERIOR BULKHEAD:**

3.1 Shall be a minimum of 12 gauge tread plate with 1 3/8" return flange on each side. Side compartment back panel overlaps and interlocks with floor flange, providing support for weight of side compartments. This is to eliminate an area (groove) where water, sale, and other debris could collect.

3.2 Front interior bulkhead to include one (1) piece 1/8' tread plate overlay-with continuous weld to floor treads plate.

4. **UNDERSTRUCTURE:**

4.1 Shall be a minimum of 50,000 yield 11 gauge high strength steel cross sills and include water borne undercoating after prime.

5. **TAILGATE:**

5.1 Shall be 14 gauge (minimum) two sided A40 galvanneal steel construction with 12" double wall galvanneal steel slammable style mounted on body.

6. **DOORS:**

6.1 Shall be 20 gauge (minimum) two sided A40 galvanneal steel double panel doors with hat section reinforcements.

6.2 Door lock cylinders shall be keyed alike.

6.3 Horizontal doors shall have vinyl coated cables or approved equal.

6.4 Door strikers shall be adjustable, affixed to door frame with screws.

6.5 Door seals shall be Bulb Type (automotive) neoprene seals on all door frames.

STATE OF DELAWARE
Department of Transportation
Contract Administration

6.6 Door retainer shall be double spring over center door retainers on all vertical doors.

7. **HINGES:**

7.1 Corrosion resistant all stainless steel continuous hinges to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinge shall be spot welded to the door frame supported with a five year warranty.

8. **ROTARY LATCHES:**

8.1 Shall be stainless steel corrosion resistant rotary latches riveted to door with non-corrosive stainless steel rivets incorporating stainless mandrels. Rotary latch to be slam-latchable. Latching cam shall be elongated to allow the latch to move vertically relative to the lockstrike to prevent torsional damage.

9. **SHELVING:**

9.1 Minimum 18 gauges spangled galvanized shelves with hemmed dividers on 4" centers. Minimum 250 lbs. capacity rated.

9.2 One (1) adjustable material tray with adjustable dividers and one (1) adjustable plain shelf in each front vertical compartment.

9.3 One (1) material tray in curbside horizontal compartment.

9.4 No shelf in street side horizontal compartment.

9.5 One adjustable with divider plain shelf in rear left and right side compartment.

10. **LIGHTING & ELECTRICAL:**

10.1 Lighting shall meet all FMVSS standards. Wiring harness shall be incased in plastic loom, and all wire color coated, etched or numbered every three inches. Wire harness shall be compatible with GM, Ford and Dodge chassis without splicing. Stop, tail, turn and backup lights to be recessed in rear of body. Side marker lights to be recessed in body drip rail. All tail lights and marker lights shall be Super LED.

10.2 Interior compartment lighting shall be illuminated from clear back style lights. All compartments to be illuminated with lights powered off taillight circuit. Manual toggle switches required on each light.

10.3 Lighting wire retention shall be retained by mechanical fastening system.

10.4 Interior light guard shall provide protection for recessed stop, tail, turn and backup lights. Wiring harness shall be protected also.

STATE OF DELAWARE
Department of Transportation
Contract Administration

10.5 Shall have flat RV style 7 pin electrical plug, located at rear bumper approx 12" off center.

10.6 Backup alarm with chassis.

10.7 Electric brake controller, furnish and install.

11. **PAINT:**

11.1 Exterior; Body shall be painted to manufacturers specification, match cab color with minimum of 4 mils thick including primer plus a clear coat finish over paint finish.

11.2 Interior; shall be painted to manufacturers specification with light gray-epoxy mar-resistant paint, with a minimum of 4 mils thick including primer.

12. **REAR BUMPER:**

12.1 Shall be equipped with a Galva-Grip with hitch recess or approved equal step bumper and reinforced to chassis frame.

12.2 Shall have a bolt on 2" x 2" receiver hitch, combo 2" ball/pintle hitch,

12.3 Shall have a 1,000 lb minimum tongue weight capacity and 10,000 lb trailer weight capacity.

13. **WARRANTY:**

13.1 Body shall be warranted for a minimum of five (5) years, against rust, hinge failure, locks and latch failure, and shelves 250 lb max load bending.

14. **OPTIONS:**

14.1 All other REQUIRED components specific to the need of the purchaser shall be bid at a percent discount from the manufacturer's list pricing.

15. **MANUALS:**

15.1 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.

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

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

STATE OF DELAWARE
Department of Transportation
Contract Administration

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

16. **TRAINING:**

16.1 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 locations

16.2 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.

16.3 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.

16.4 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.

16.5 All other specialized training shall be offered if requested by the Department at a negotiated rate per personnel.

STATE OF DELAWARE
Department of Transportation
Contract Administration

STATE OF DELAWARE
Department of Transportation
Contract Administration

UTILITY BODIES

STATEWIDE

SPECIFICATION “C”

INTENT AND PURPOSE:

It is the intent and purpose of these specifications to describe, 108 inch DUAL wheel service body SERVICE BODIES to be compatible with Ford, GM and Dodge Chassis to be furnished and installed on the vehicle chassis'. Once the specific manufacture of the chassis is known it is the responsibility of the contract vendor to determine any specific fit up, etc.

All components necessary to make a complete operating unit shall be provided even if not identified in these specifications. Bidders must submit with their bid complete specifications on the unit they propose to furnish. These specifications shall indicate minimum requirements, including components, accessories and safety features considered standard.

Unit(s) installed and delivered shall be current year production model, new. Unit proposed shall comply with all applicable Federal, State, Department of Transportation, and O.S.H.A. regulations.

Prior to delivery, the unit shall be:

- a. Complete with accessories and equipment properly installed and operative, delivered to 800 Bay Road, Dover, De. 19903-0778.
- b. Clean, lubricated and serviced, ready for immediate use.
- c. Provide a copy of the Manufacturer's Rust Through, Service and Warranty Policies with all warranty certifications vouchers, certifications or coupons and line-setting tickets.

1. **SERVICE BODY FOR:** FORD/GENERAL MOTORS/DODGE dual wheel with 60" cab to axle dimension:

- a. 108" (minimum) overall length
- b. 48" (minimum) floor width
- c. 40" (minimum) height
- d. 14" (minimum) compartment depth
- e. NOTE: If Dodge chassis is provided-include required mounting brackets for proper installation of body.
- f. NOTE: If chassis provided with no long fuel fill kit(s)-provide required kit(s) for service body application.
- g. If urea tank is required the body shall be adapted for the tank fill hose

STATE OF DELAWARE
Department of Transportation
Contract Administration

h. Completed chassis and body shall include fuel fill and vent system per all FMVSS requirements and have proper fuel flow into tank

2. BODY SHELL:

2.1 Compartment wall panels, fender panels and drip rails shall be 14 gauge two-sided A40 galvanized steel minimum, with 12 gauge two-sided A40 galvanized minimum steel backs, bottoms and bulkhead.

2.2 Tread plate top and backs full length welded to the compartment structure and floor shall be 12 gauge minimum.

3. FLOOR and INTERIOR BULKHEAD:

3.1 Shall be a minimum 1/8" thick tread plate with 1 3/8" return flange on each side. Side compartment back panel overlaps and interlocks with floor flange, providing support for weight of side compartments. Full length welded.

3.2 Torsion box floor without wheel housing in cargo area.

4. UNDERSTRUCTURE:

4.1 Shall be a torsion box design with internal longitudinal supports and full width tubular cross sills and include a water borne undercoating after prime.

4.2 Shear plates and mounting incorporated into rear understructure.

5. TAILGATE:

5.1 Shall be 14 gauge (minimum) two sided A40 galvanized steel construction with 12" double wall galvanized slammable style installed on body.

6. DOORS:

6.1 Shall be 14 gauge (minimum) two sided A40 galvanized steel outer door panel with 20 gauge minimum two-sided A40 galvanized steel liner and hat section reinforced. Overlap style doors on front vertical and horizontal compartments.

6.2 Door lock cylinders shall be keyed alike.

6.3 Horizontal doors shall have vinyl coated cables or approved equal.

6.4 Door strikers shall be adjustable, affixed to door frame with screws.

STATE OF DELAWARE
Department of Transportation
Contract Administration

6.5 Door seals shall be Bulb Type (automotive) neoprene seals on all door frames.

6.6 Door retainer shall be double spring over center door retainers on all vertical doors.

7. HINGES:

7.1 Corrosion resistant all stainless steel continuous hinges to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinge shall be spot welded to the door frame supported with a five year warranty.

8. LATCHES:

8.1 Shall be stainless steel three point twist latches riveted to door with non-corrosive stainless steel rivets.

9. SHELVING:

9.1 Minimum 18 gauge spangled galvanized shelves with hemmed dividers on 4" centers. Minimum 250 lbs. capacity rated.

9.2 One (1) adjustable material tray with adjustable dividers and one (1) adjustable plain shelf in each front vertical compartment.

9.3 One (1) material tray in curbside horizontal compartment.

9.4 No shelf in street side horizontal compartment.

9.5 One adjustable with divider plain shelf in rear left and right side compartment.

10. LIGHTING & ELECTRICAL:

10.1 Lighting shall meet all FMVSS standards. Wiring harness shall be incased in plastic loom, and all wire color coated, etched or numbered every three inches. Wire harness shall be compatible with GM, Ford and Dodge chassis without splicing. Stop, tail, turn and backup lights to be recessed in rear of body. Side marker lights to be recessed in body drip rail. All tail lights and marker lights shall be Super LED.

10.2 Interior compartment lighting shall be illuminated from clear back style lights. All compartments to be illuminated with lights powered off taillight circuit. Manual toggle switches required on each light.

10.3 Lighting wire retention shall be retained by mechanical fastening system.

10.4 Interior light guard shall provide protection for recessed stop, tail, turn and backup lights. Wiring harness shall be protected also.

STATE OF DELAWARE
Department of Transportation
Contract Administration

10.5 Shall have flat RV style 7 pin electrical plug.

10.6 Backup alarm with chassis.

10.7 Electric brake controller, furnish and install.

11. **PAINT:**

11.1 Exterior; Body shall be painted to manufacturers specification, match cab color with minimum of 4 mils thick including primer, plus a clear coat finish over paint finish.

11.2 Interior; Shall be painted to manufacturers specification with light gray-epoxy mar-resistant paint, with a minimum of 4 mils thick including primer.

12. **REAR BUMPER:**

12.1 Shall be equipped with a Galva-Grip with hitch recess or approved equal step bumper and reinforced to chassis frame and receiver tube cross-over style for optioned outriggers.

12.2 Shall have a bolt on 2" x 2" receiver hitch, combo 2" ball/pintle hitch,

12.3 Shall have a 1,000 lb (minimum) tongue weight capacity and 10,000 lb trailer weight capacity.

12.4 Shall have rubber rear mud flaps.

13. **WARRANTY:**

13.1 Body shall be warranted for a (minimum) of five (5) years, against rust, hinge failure, locks and latch failure, and shelves 250 lb max load bending.

14. **OPTIONS:**

14.1 **ELECTRIC/HYDRAULIC CRANE:**

Specifications:

- a. Electric/hydraulic 1.5 horsepower (minimum) hoist motor.
- b. 2,700 lbs. (minimum) lifting capacity at 3 feet.
- c. Crane rating of 8,100 ft. lbs. (minimum).
- d. 360 degree continuous power rotation.
- e. Power hydraulic boom elevation.
- f. Power extension from 6ft. to 14ft. (minimum).
- g. 18ft remote control pendant.
- h. 60ft. (minimum) of 7/32" x 5,600lb. (minimum) single line break strength cable.
- i. Swivel block with hook and latch.

STATE OF DELAWARE
Department of Transportation
Contract Administration

- j. 0 to 75 degree boom elevation.
- k. High reduction gear actuator
- l. Shall meet OSHA 1910.180 and ANSI B30.5 safety requirements.
 - m. Jack leg extensions 3 ft. 3in. (minimum) from centerline of truck.
 - n. Cradle type boom support with hook restraint.
 - o. Option-Pull out, crank down outrigger with proper bumper.

Crane Reinforcement Specifications:

- a. Curbside rear compartment shall be reinforced integrally for a telescoping crane mount
- b. 38,000 ft/lb minimum crane rated reinforcement with torsion box floor and crane box isolate from side pack.

14.2 Telescopic Sliding Roof:

Shall be compatible with model of service body including compatible with “slam style tailgate”. Two (2) section design on slides for units. Primer coating shall be same as body with finish coat to match cab and body.

14.3 All other REQUIRED components specific to the need of the purchaser shall be bid at a percent discount from the manufacturer’s list pricing.

15. **MANUALS:**

15.1 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.

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

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

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

16. **TRAINING:**

16.1 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 locations

16.2 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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

16.3 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.

16.4 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.

16.5 All other specialized training shall be offered if requested by the Department at a negotiated rate per personnel.

STATE OF DELAWARE
Department of Transportation
Contract Administration

UTILITY BODIES (CANOPY ROOF STYLE)

STATEWIDE

SPECIFICATION “D”

INTENT AND PURPOSE:

It is the intent and purpose of these specifications to describe, 108 inch dual wheel service body to be compatible with Ford, GM, International, and Dodge Chassis to be furnished and installed on the vehicle chassis. Once the specific manufacture of the chassis is known it is the responsibility of the contract vendor to determine any specific fit up, etc.

All components necessary to make a complete operating unit shall be provided even if not identified in these specifications. Bidders must submit with their bid complete specifications on the unit they propose to furnish. These specifications shall indicate minimum requirements, including components, accessories and safety features considered standard.

Unit(s) installed and delivered shall be current year production model, new. Unit proposed shall comply with all applicable Federal, State, Department of Transportation, and O.S.H.A. regulations.

Prior to delivery, the unit shall be:

- a. Complete with accessories and equipment properly installed and operative.
- b. Clean, lubricated and serviced, ready for immediate use.
- c. Provide a copy of the Manufacturer’s Rust Through, Service and Warranty Policies with all warranty certifications vouchers, certifications or coupons and line-setting tickets.

1. **SERVICE BODY FOR: FORD/GENERAL MOTORS/DODGE** dual wheel with 60” cab to axle dimension:

- a. 108” (minimum) body overall length
- b. 54” (minimum) cargo floor width
- c. 60” (minimum) height canopy height x 78” overall width
- d. 20” (minimum) compartment depth
- e. NOTE: If Dodge chassis is provided-include required mounting brackets for proper installation of body.
- f. NOTE: If chassis provided with no long fuel fill kit(s)-provide required kit(s) for service body application.

STATE OF DELAWARE
Department of Transportation
Contract Administration

- g. Complete chassis and body shall include fuel fill and vent system per all FMVSS requirements and have proper fuel flow into tank.
- h. If urea tank is required the body shall be adapted for the tank fill hose

2. BODY SHELL:

- 2.1 Compartment wall panels, fender panels and drip rails shall be 14 gauge two-sided A40 galvaneal steel minimum, with 12 gauge two-sided A40 galvaneal minimum steel backs, bottoms and bulkhead.
- 2.2 Tread plate front and backs full length welded to the compartment structure and floor shall be 12 gauge minimum

3. FLOOR and INTERIOR BULKHEAD:

- 3.1 Shall be a minimum 1/8" thick tread plate with full height return flange on each side and front. Side compartment back panel overlaps and interlocks with floor flange, providing support for weight of side compartments. Full length welded.
- 3.2 Front interior bulkhead to include one (1) piece 1/8" tread plate overlay-with continuous weld to floor tread plate.

4. UNDERSTRUCTURE:

- 4.1 Shall be a minimum of 50,000 yield 11 gauge high strength steel cross sills and include water borne undercoating after prime.

5. LADDER RACK:

- 5.1 Shall have one (1) roof mounted ladder rack with two (2) cross bars and ladder tie downs.

6. DOORS:

- 6.1 Shall be 14 gauge (minimum) two sided A40 galvaneal steel outer door panel with 20 gauge minimum two-sided A40 galvaneal steel liner and hat section reinforced. Overlap style doors on front vertical and horizontal compartments.
- 6.2 Door lock cylinders shall be keyed alike.
- 6.3 Horizontal doors shall have vinyl coated cables or approved equal.
- 6.4 Door strikers shall be adjustable, affixed to door frame with screws.
- 6.5 Door seals shall be Bulb Type (automotive) neoprene seals on all door frames.
- 6.6 Door retainer shall be double spring over center door retainers on all vertical doors.

STATE OF DELAWARE
Department of Transportation
Contract Administration

6.7 Rear doors shall have one (1) window each.

7. **HINGES:**

7.1 Corrosion resistant all stainless steel continuous hinges to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinge shall be spot welded to the door frame supported with a five year warranty.

8. **LATCHES:**

8.1 Shall be stainless steel three point twist latches riveted to door with non-corrosive stainless steel rivets.

9. **SHELVING:**

9.1 Minimum 18 gauge spangled galvanized shelves with hemmed dividers on 4" centers. Minimum 250 lbs. capacity rated.

9.2 One (1) adjustable material tray with adjustable dividers and one (1) adjustable plain shelf in each front vertical compartment.

9.3 One (1) material tray in curbside horizontal compartment.

9.4 No shelf in street side horizontal compartment.

9.5 One adjustable with divider plain shelf in rear left and right side compartment.

10. **LIGHTING & ELECTRICAL:**

10.1 Lighting shall meet all FMVSS standards. Wiring harness shall be incased in plastic loom, and all wire color coated, etched or numbered every three inches. Wire harness shall be compatible with GM, Ford and Dodge chassis without splicing. Stop, tail, turn and backup lights to be recessed in rear of body. Side marker lights to be recessed in body drip rail. All tail lights and marker lights shall be Whelen Super LED.

10.2 Interior compartment lighting shall be illuminated from clear back style lights. All compartments to be illuminated with lights powered off taillight circuit. Manual toggle switches required on each light.

10.3 Lighting wire retention shall be retained by mechanical fastening system.

10.4 Interior light guard shall provide protection for recessed stop, tail, turn and backup lights. Wiring harness shall be protected also.

10.5 Shall have flat RV style 7 pin electrical plug, located at rear bumper approx 12" off center.

STATE OF DELAWARE
Department of Transportation
Contract Administration

10.6 Backup alarm with chassis

10.7 Electric brake controller furnish and installed.

11. PAINT:

11.1 Exterior; Body shall be painted to manufacturers specification, match cab color with minimum of 4 mils thick including primer, plus a clear coat finish over paint finish.

11.2 Interior; Shall be painted to manufacturers specification with light gray-epoxy mar-resistant paint, with a minimum of 4 mils thick including primer.

12. REAR BUMPER:

12.1 Shall be equipped with a Galva-Grip with hitch recess or approved equal step bumper and reinforced to chassis frame.

12.2 Shall have a bolt on 2" x 2" receiver hitch, combo 2" ball/pintle hitch,

12.3 Shall have a 1,000 lb (minimum) tongue weight capacity and 10,000 lb trailer weight capacity.

12.4 Shall have rubber rear mud flaps.

13. WARRANTY:

13.1 Body shall be warranted for a (minimum) of five (5) years, against rust, hinge failure, locks and latch failure, and shelves 250 lb max load bending.

14. OPTIONS:

14.1 STANDARD CANOPY ROOF for service body:

- a. Inside Clear Height: 60" minimum
- b. Overall Length: 107" minimum
- c. Overall Width: 78" minimum
- d. Height above Body: 38" minimum
- e. Side Depth: 12" minimum
- f. Clear Door Depth: 52" minimum
- g. Clear Door Height: 57" minimum
- h. Clear Floor Length: 105" minimum

i. Specifications: Shall be 14 gauge galvaneal construction. Bulkhead shall have a 9" x 30" (minimum) glass provided with screen. Rear doors shall be 20 gauge (minimum), galvaneal

STATE OF DELAWARE
Department of Transportation
Contract Administration

double panel with slam latches, continuous hinges, over center spring door retainers and 9" x 30" (minimum) glass with screen.

14.2 Roof side panels, shelves, and top panel shall be 18 gauge minimum galvanized steel.

14.3 If the CANOPY ROOF style and size varies from above the overall price shall be negotiated with the Department in order for the utility body complies with the chassis requirements for fit up inclusive of any other options that may be required to accommodate the needs of the Department for the intended use of the body and chassis.

15. **MANUALS:**

15.1 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.

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

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

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

16. **TRAINING:**

16.1 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 locations

16.2 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.

16.3 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.

16.4 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.

STATE OF DELAWARE
Department of Transportation
Contract Administration

16.5 All other specialized training shall be offered if requested by the Department at a negotiated rate per personnel.

STATE OF DELAWARE
Department of Transportation
Contract Administration

BID QUOTATION REPLY SECTION

CONTRACT NO. **DOT1225-UTILITY_BODIES**

UTILITY BODIES

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 July 31, 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.

ATTACHMENT 1

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

NO BID REPLY FORM

BID # DOT1225-UTILITY_BODIES
BID TITLE: UTILITY BODIES

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.**

ATTACHMENT 2

CONTRACT NO.: DOT1225-UTILITY_BODIES
TITLE: UTILITY BODIES

OPENING DATE: July 31, 2012

BIDDER'S INFORMATION

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, Government Support Services.

COMPANY NAME _____ (Check one)

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

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

NAME OF AUTHORIZED REPRESENTATIVE
 (Please type or print) _____

SIGNATURE _____ TITLE _____

ATTACHMENT 4

BID PROPOSAL FORMS

CONTRACT DOT1225-UTILITY_BODIES

Specification A

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN	AMOUNT
1	10	Utility Body Dual Wheel 56" \$ _____ UNIT - EACH	
2	4	Telescopic Sliding Roof for 56" Utility Body \$ _____ UNIT - EACH	
TOTAL BID PRICE \$ _____			
Model Name: _____			
Model Number: _____			
Availability of spare parts and service will be a factor in acceptance of bid. Location of bidder's parts and service facility nearest specified delivery point for the equipment offered in this section is: _____			
Equipment proposed and covered by this contract shall be delivered as described in the Delivery Provisions of Special Provisions.			
NOTE: Available parts location and repair facility should be within a 150 mile radius of Dover, Delaware.			

Specification B

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN	AMOUNT
1	10	Utility Body Wheel 60" Single Rear Wheel \$ _____ UNIT - EACH	
2	4	Telescopic Sliding Roof for 60" Utility Body \$ _____ UNIT - EACH	
TOTAL BID PRICE \$			
Model Name: _____			
Model Number: _____			
Availability of spare parts and service will be a factor in acceptance of bid. Location of bidder's parts and service facility nearest specified delivery point for the equipment offered in this section is: _____			
Equipment proposed and covered by this contract shall be delivered as described in the Delivery Provisions of Special Provisions.			
NOTE: Available parts location and repair facility should be within a 150 mile radius of Dover, Delaware.			

Specification C

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN	AMOUNT
1	10	Utility Body Dual Wheel 60" \$ _____ UNIT - EACH	
2	4	Utility Body Dual Wheel with Electric/Hydraulic Crane \$ _____ UNIT - EACH	
3	1	Telescopic Sliding Roof for Utility Body Dual Wheel 60" \$ _____ UNIT - EACH	
TOTAL BID PRICE \$			
Model Name: _____			
Model Number: _____			
Availability of spare parts and service will be a factor in acceptance of bid. Location of bidder's parts and service facility nearest specified delivery point for the equipment offered in this section is: _____			
Equipment proposed and covered by this contract shall be delivered as described in the Delivery Provisions of Special Provisions. NOTE: Available parts location and repair facility should be within a 150 mile radius of Dover, Delaware.			

Specification D

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN	AMOUNT
1	10	Utility Body - Dual Wheel \$ _____ UNIT - EACH	
2	2	Utility Body Dual Wheel with Standard Canopy Roof and Ladder Rack \$ _____ UNIT - EACH	
TOTAL BID PRICE \$ _____			
Model Name: _____			
Model Number: _____			
Availability of spare parts and service will be a factor in acceptance of bid. Location of bidder's parts and service facility nearest specified delivery point for the equipment offered in this section is: _____			
Equipment proposed and covered by this contract shall be delivered as described in the Delivery Provisions of Special Provisions. NOTE: Available parts location and repair facility should be within a 150 mile radius of Dover, Delaware.			

ATTACHMENT 5

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>