



STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

# State of Delaware

#8 MODIFIED STONE, SUSSEX COUNTY

## Invitation to Bid

**Contract No. DOT1235-#8MODSTONE**

Advertise Date: December 12, 2012

***- Deadline to Respond -***

***January 8, 2013***

***2:00 P.M. Local Time***

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**CONTRACT NO. DOT1235-#8MODSTONE**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for #8 MODIFIED STONE, SUSSEX COUNTY. The invitation consists of the following documents:

INVITATION TO BID

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
  - a. Proposal Reply Requirements
  - b. Monthly Usage Report (sample)
  - c. Subcontracting Quarterly Report (sample)
  - d. Attachment 1 - No Bid Reply Form
  - e. Attachment 2 - Bidder's Certification
  - f. Attachment 3 - Subcontractor Information Form
  - g. Attachment 4 - Business References
  - h. Attachment 5 - Confidential Information Form
  - i. Attachment 6 - Bid Forms
  - j. Attachment 7 - Bid Bond
  - k. Attachment 8 - Office of Supplier Diversity 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 displaying the contract number, on or before the due date/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 these documents.  
Should you need additional information, please contact DelDOT Contract Administration via e-mail at [dot-ask@state.de.us](mailto: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.

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, or ordering Agency.

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

**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.

**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.

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

**CENTRAL CONTRACT**: A contract intended to be managed by Government Support Services (GSS) on behalf of multiple agencies procuring the same (or similar) material or non-professional service.

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

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

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

**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 Bidders.

**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.

**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.

**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.

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

**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 Bidder 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 Bidder 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, any 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 Bidder.

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 to be quoted in U.S. Dollars.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

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.

**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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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.
- 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, interlineations, 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, Bidders have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

**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:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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

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

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

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

10. **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.

11. **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.

12. **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.

**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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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 Bidder 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.

**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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

CONTRACT NO. DOT1235-#8MODSTONE

**SPECIAL PROVISIONS**

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the #8 MODIFIED STONE, SUSSEX COUNTY requirements.

2. **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)

3. **CONTRACT PERIOD:**

The initial contract term shall be valid upon contract execution through June 30, 2013. The contract may be renewed for up to two (2) additional one year terms if desired by both parties 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 agreement to allow the Department time to re-advertise this contract if not renewed.

4. **PRICES:**

Prices shall remain firm for each term of the contract.

5. **PRICE ADJUSTMENT:**

During the initial term of the contract the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial term, the Department of Transportation, Contract Administration shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), Philadelphia-Wilmington area Average. 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.

6. **SHIPPING TERMS:**

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

7. **QUANTITIES:**

The quantities given in the proposal are best estimates and are anticipated to be met. Quantities ordered may be increased or decreased as deemed necessary during the period of the contract.

8. **FUNDING OUT:**

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

9. **BID BOND REQUIREMENT:**

Each bidder shall furnish a bond to the State of Delaware for the benefit of the Department of Transportation in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. The attached Bond Form is to be used and is also available at the following Website: <http://www.deldot.gov/information/business/bids/pdf/bidbondform.pdf>. A certified check made out to the Department of Transportation in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

10. **PERFORMANCE BOND REQUIREMENT:**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Department of Transportation with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. The Performance Bond to be used will be issued by the Department at the time of award.

11. **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.

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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**Contract Administrator, [dot-ask@state.de.us](mailto:dot-ask@state.de.us)**  
**Contract No. DOT1235-#8MODSTONE**  
**State of Delaware, Department Of Transportation**  
**PO Box 778, DOVER, DE 19903**

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

**12. 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 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.

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

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

**14. 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.

**15. 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.

**16. 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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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.

17. **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.

18. **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.

19. **MANDATORY USAGE REPORT:**

A Monthly Usage Report (Sample A) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> 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 [dot-ask@state.de.us](mailto:dot-ask@state.de.us). The Subject line of the e-mail shall state 'MONTHLY USAGE REPORT'. 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 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 Subcontracting Quarterly Report (Sample B) shall be submitted to [dot-ask@state.de.us](mailto:dot-ask@state.de.us) on the 15<sup>th</sup> (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.

20. **BUSINESS REFERENCES:**

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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

21. **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. Orders 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.

22. **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.

23. **PAYMENT:**

The agency 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.

24. **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 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, 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.

25. **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. 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/w9.shtml>.

26. **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 proposal.

27. **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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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

**28. 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.

**29. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

**30. 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.

**31. 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.

**32. 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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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.

33. **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.

34. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

35. **SUBCONTRACTS:**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment 3) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.**

36. **CONFIDENTIALITY:**

All documents submitted as part of the Bidder's proposal will be deemed confidential during the evaluation process. Bidders' proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any Bidders' information to a competing Bidder prior to execution of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Bidder(s) are advised that once a proposal is received by the State of Delaware and a contract is executed, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Bidder(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Bidder feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Bidder(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain a completed Confidential Information Form (Attachment 5) describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Bidder does not have any documents it declares confidential or proprietary, the Confidential Information Form (Attachment 5) should be completed by checking the appropriate box found near the top of the form.

*remainder of page is blank*

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

CONTRACT NO. DOT1235-#8MODSTONE  
#8 MODIFIED STONE, SUSSEX COUNTY

**TECHNICAL SPECIFICATIONS**

By reference, the following specifications are incorporated herein:

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

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

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

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

To access the Website;

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

The full Website Link is:

[http://www.deldot.gov/information/pubs\\_forms/manuals/standard\\_specifications/index.shtml](http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml)

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

**The attached clauses relate in particular to furnishing of material and represent modifications to and/or clarification of the specifications noted above.**

In case of conflict, these Special Provisions shall take precedence and shall govern.

**DESCRIPTION OF PROJECT.**

The contractor is advised that this contract is considered a supply contract. The quantities in the proposal are based on estimated needs.

Notice is hereby provided that the Department may increase or decrease the quantities purchased as deemed necessary or expedient. An increase or decrease in the quantity will not be regarded as sufficient grounds for an increase or decrease in the unit prices.

**SCOPE.**

The contractor shall supply materials listed within contract and other like material approved by the Engineer to the designated delivery location(s).

**VERIFICATION OF DELIVERED WEIGHT.**

The Department may require the delivering vehicle be weighed at a local scale for any delivery location on an occasional

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

basis. Any cost for the scale will be paid by the Department if the weights are comparable to the shipper's tendered weight. The Department shall not give the contractor prior notice of its intent to weigh. This is done to spot-check the accuracy of shipper weights. For deliveries that are weighed, the local scale weight shall be used as the billing weight if the local scale is certified. If incorrect tendered weights are discovered, the Department may require a meeting with the contractor to discuss how the problem will be addressed by the contractor. If the Department is not satisfied with the contractor's response, the Department has the right to cancel the contract as per Section B.11, Termination for Convenience, of this agreement.

**QUALITY AND SERVICE.**

Samples of the materials furnished on this contract shall be tested by the Materials and Research Section and/or certified analysis shall be furnished by the manufacturer.

Upon award of this contract, the contractor shall promptly notify the Engineer of their proposed sources of materials and make any other related product submissions.

The Materials and Research Engineer or their representative may take samples from any shipments received for analysis. The results of such tests shall be final and binding upon all parties concerned in these contracts and subject to the conditions contained herein.

The material shall be delivered to the location(s) designated and unloaded. Material damaged by mishandling by supplier will not be accepted.

**REJECTION OF MATERIAL.**

If material specifications are not met, the Engineer has the right to accept the material at a pro-rated payment. The method for determining payment will be based upon the review of the test results and determining the amount of variance of the material in question. Material rejected by the Department that cannot be used due to its specification shall be removed from the Department's property by the contractor within seven (7) days of notification by the Engineer. If the rejected material contaminated other material, said material shall also be removed immediately by the contractor. Contractor is liable for all costs incurred by the Department in dealing with the issue, including lost material, freight, lab fees, new procedures to avoid recurrence, etc. The Department has the option to accept an agreed upon settlement it determines is in the best interest of the Department. If the Department is not satisfied with the contractors handling of the rejected material, the Department may declare the contractor in default of the contract, cancelling the contract and jeopardizing the contractors ability to bid contracts with the Department.

**REGULATORY CHANGES.**

It is distinctly understood by and between the parties hereto that in the event any U. S. Government or state code or codes affecting this contract, now in existence or that come into existence during the lifetime of this contract and become operative, that all said parties herein shall adhere to the regulations contained in said code or codes and the failure to do so shall be a breach of contract by the party failing to comply as above.

**MATERIALS.**

The Delaware #8 – Modified Stone shall conform to the requirements of Section 805 of the Standard Specifications. Gradation requirements for the type specified shall be in accordance with those provided in Section 813 and these Special Provisions.

Acceptance samples shall be taken from the District's Maintenance Yards.

Flat and elongated particles will be tested and measured in accordance with ASTM D4791. A maximum 5 % of a 5:1 aspect ratio will be allowed.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Delaware #8 – Modified shall meet the gradations below:

Sieve	Del #8 - Modified
	% Passing
1/2"	100
3/8"	100
1/4"	0 – 70
#4	0 – 25
#8	0 – 5
#16	
#200	0.0 – 1.0

All stone utilized for surface treatment (Del #8 – Modified) shall have a maximum of 1.0% passing the #200 sieve when tested according to AASHTO T11. If the test results show greater than 1.0% passing the #200 sieve, the material may be accepted based upon the provisions in the **BASIS OF PAYMENT**.

The material will be tested in 500 ton lots (minimum). The minimum sampling lots will not be based upon individual delivery loads but 500 ton combined piles.

**METHOD OF MEASUREMENT.**

The quantity of material to be paid for shall be the number of TONS of material conforming to all the requirements furnished in accordance with these provisions.

Where applicable, weights will only be accepted as showing the actual amount of material delivered if verified by certified and stamped weight slips signed by a certified weigh master on a computer generated delivery ticket.

**BASIS OF PAYMENT.**

The material will be paid for at the unit prices as contained in this Contract, which price and payment shall constitute full compensation for furnishing the material, F.O.B. point of delivery, as ordered.

**GRADATION PENALTIES.**

If the Engineer accepts surface treatment material outside of specification gradation ranges, the contract bid price for aggregate will be reduced 1.0% for each 1.0% outside of the requirements for every sieve except the #200 sieve, which will have a 2.0% price reduction for each 0.1% percent outside of the specification requirement. The Engineer will not accept any Del #8 - Modified that has greater than 1.20% on the #200 sieve.

**PAYMENT.**

The Contractor shall submit their vendor identification number and shall be required to have established their W-9 with the Division of Accounting prior to contract execution.

Payment for the material will be made upon presentation of triplicate billing certified to the Engineer and acceptance of the material furnished, and mailed as follows:

Department of Transportation  
Maintenance & Operations, South District  
P. O. Box 490  
Georgetown, DE 19947  
Attn. Lisa Rollison, (302) 853-1321

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**DELIVERY PROVISIONS (TIME IS OF THE ESSENCE).**

Time is of the essence for delivery by the contractor. Delivery must be made after receipt of either written or electronic mail notification and shall be made during normal business hours of the delivery locations, typically Monday – Friday, 7:00am – 3:00pm. If the material is not delivered in the time allotted, or the specified minimum delivery quantity is not met, the Engineer reserves the right to purchase the needed material on the open market to meet their needs. Costs of open market purchases in excess of those which would have resulted from contract purchases will be back charged to the contractor. Failure to deliver the full order of material by the delivery deadline constitutes default on the part of the Contractor.

Delivery may be required to any highway maintenance yard listed. The unit price bid for delivery shall include all charges for equipment and manpower required to deliver and unload the materials to the designated locations(s) within the time period specified.

**It is the intent of the Department to issue a Notice to Proceed such that work starts on or around January 31, 2013.**

**REQUESTED QUANTITIES.**

A total of 16,000 tons of Del #8 – Modified is required to be delivered to Sussex County, DE.

Material	Quantity (tons)
Delaware #8 – Modified Stone	16,000

Break-Out for estimated quantities per Area/Yard:

Material	Quantity (Tons)				
	Area 1	Area 2	Area 3	Area 4	Area 5
Del #8 – Modified Stone	7,200	1,000	2,800	3,500	1,500

**DELIVERY LOCATION(S).** Sussex County –

- AREA 1      LAUREL YARD – (302) 875-1710 (FAX: 875-2007)  
10930 Salt Barn Road, Laurel, DE 19956
  
- AREA 2      SEAFORD YARD – (302) 628-6518 (FAX: 629-9117)  
22136 Bridgeville Highway, Seaford, DE 19973
  
- AREA 3      ELLENDALE YARD – (302) 684-2760 (FAX: 683-3095)  
20368 Milton Ellendale Highway, Ellendale, DE 19941
  
- AREA 4      GRAVEL HILL YARD – (302) 856-5205 (FAX: 855-9644)  
20106 Gravel Hill Road, Georgetown, DE 19947
  
- AREA 5      DAGSBORO YARD – (302) 732-5489 (FAX: 732-9566)  
27643 Dagsboro Road, Dagsboro, DE 19939

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**DELIVERY DEADLINE.**

The entire quantity of requested materials ordered by the Engineer shall be delivered to the specified Maintenance Yards as specified above or as requested by the Engineer.

**If the ordered quantity**, meeting the specification requirements, **is not delivered by April 30, 2013**, liquidated damages will be assessed at **\$0.40/ton of material per Department work day** for the quantity not received from the original order amount of 16,000 tons.

The outstanding **balance of materials still not delivered by May 31, 2013**, liquidated damages will be assessed at **\$0.80/ton of material per Department work day** for the quantity not received from the original order.

**LIQUIDATED DAMAGES.**

For each work day after April 30, 2013, which passes without the full quantity of ordered material after the Contract time has expired or beyond the completion date established by the Contract, the sum(s) specified above will be deducted from any money due the Vendor. This sum shall not be considered and treated as a penalty but as liquidated damages due the Department by reason of inconvenience to the public, added cost of engineering and supervision, and other costs to the Department due to the Vendor's failure to complete the work on time.

If there is a delay in the delivery of critical materials as specified in Special provision paragraph 17, Force Majeure, a time extension shall be allowed for such delays. Each case will be independently evaluated to determine if the delays were, in fact, beyond the control of the Vendor or fabricator and delayed the Project completion. Satisfactorily supported time extension requests shall be made concurrently with the delay and not after the fact.

Requests for time extensions shall be subject to review by the Engineer, and the Engineer will determine the amount of time extension allowed.

There will be no acceptance of unsupported claims of delays in delivery of material as a basis for time extensions. The Vendor is presumed to have included in its Contract price, allowance for any anticipated delays in procurement of materials, which procurement is its sole responsibility. Unless some unusual market condition such as an industry-wide strike, natural disaster, or area-wide shortage arises after bids are taken and prevents procurement of materials within the allowable time limitations, delays in delivery of such materials do not provide sufficient reason for suspending time charges.

Payment of liquidated damages will be deducted from payments otherwise due the Vendor or be made by direct payment by the Vendor in the event the total liquidated damages due exceed said deductions.

end

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**BID QUOTATION REPLY SECTION**

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number prior to the bid date and time.

**Bids shall be submitted to:**

**Via Delivery Service:**

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

**Via U.S. Mail:**

**STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
PO Box 778  
DOVER, DE 19903**

Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

**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 WILL BE READ AT THE BID OPENING**

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**PROPOSAL REPLY REQUIREMENTS**

Bidders are reminded of the following requirements. In the event of a discrepancy between this Proposal Reply Requirements document and the ITB Bid contract, the ITB contract will prevail.

- BIDS MUST BE SUBMITTED IN HARDCOPY FORMAT. BIDS ARE NOT TO BE FAXED, E-MAILED, OR INCLUDED IN A COMPUTER DISC.
- BID DOCUMENTS MUST CONTAIN ORIGINAL SIGNATURES.
- BIDS MUST BE DELIVERED TO:

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

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

Bidders MUST provide the following with their bid:

1. **Attachment 2 - BIDDER'S CERTIFICATION**  
One (1) complete, signed and notarized copy  
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
2. **Attachment 3 - Subcontractor Information Form**  
Fill out at least section 1 through 3a.  
If using any Subcontractors, fill out the complete page for each Subcontractor.
3. **Attachment 4 - Business References**  
You do not have to use this form, however, you must submit a single page that includes all information for all three references.
4. **Attachment 5 - Confidential Information Form**  
Submit this form even if your proposal does not contain confidential information.
5. **Attachment 6 – Bid Forms**  
Note instructions on the bid form regarding hand written versus typewritten.  
Enter only the information requested.
6. **Attachment 7 – Bid Bond**

Please review and follow the information and instructions contained in these documents.  
Should you need additional information, please contact DelDOT Contract Administration via e-mail at [dot-ask@state.de.us](mailto:dot-ask@state.de.us) or call 302-760-2031.

The items listed above provide the basis for evaluating each Bidders' proposal. **Failure to provide all appropriate information may deem the submitting bidder as "non-responsive" and exclude the bidder from further consideration.**



STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Sample B

State of Delaware																	
Subcontracting Quarterly Report (2nd tier)																	
Prime Name:					Report Start Date:												
Contract Name/Number					Report End Date:												
Contact Name:					Today's Date:												
Contact Phone:					*Minimum Required		Requested detail										
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid
S A M P L E																	

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [dot-ask@state.de.us](mailto:dot-ask@state.de.us).

NO BID REPLY FORM (optional)

**CONTRACT No. DOT1235-#8MODSTONE**  
**TITLE: #8 MODIFIED STONE, SUSSEX COUNTY**

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**CONTRACT NO.:** DOT1235-#8MODSTONE  
**TITLE:** #8 MODIFIED STONE, SUSSEX COUNTY  
**OPENING DATE:** JANUARY 8, 2013

**Attachment 2**

**BIDDER'S CERTIFICATION**

**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 submitted this date.

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.

	Corporation
	Partnership
	Individual

COMPANY NAME \_\_\_\_\_ (Check one)

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 (type or print): \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**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 \_\_\_\_\_

**Subcontractor Information Form**  
 CONTRACT NO. DOT1235-#8MODSTONE  
 CONTRACT NAME: #8 MODIFIED STONE, SUSSEX COUNTY

**PART I – STATEMENT BY PROPOSING BIDDER**

1. CONTRACT NO.  <b>DOT1235-#8MODSTONE</b>	2. Proposing Bidder Name:	3. Mailing Address
3a. <input type="checkbox"/> Check Box if no Subcontractor will be used, otherwise, complete remainder of the form.		
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OMWBE Classification (if applicable): Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

## Business References

CONTRACT NO.       **DOT1235-#8MODSTONE**  
Contract Name:       **#8 MODIFIED STONE, SUSSEX COUNTY**

BIDDER: \_\_\_\_\_

List three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

If you have held a State contract within the last 5 years, please also list the contract number.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with       :  
Describe type of work performed:
  
2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with       :  
Describe type of work performed:
  
3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with       :  
Describe type of work performed:

(Use of this form to list references is not required. Do not exceed one page total.)



**BID QUOTATION**

CONTRACT NO. **DOT1235-#8MODSTONE**  
 Contract Name: **#8 MODIFIED STONE, SUSSEX COUNTY**

**BIDDER:** \_\_\_\_\_  
 (Please enter name of business offering bid)

**UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK**

**\*\* ALL COLUMNS MUST BE COMPLETED AS INDICATED \*\***

Unit Price shall be entered as price per ton.

QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	TOTAL
16,000	TONS	DELAWARE #8 – MODIFIED STONE  Primary Quarry Site: _____	\$	\$
16,000	TONS	DELIVERY CHARGE (Per Ton)	\$	\$

**BID TOTAL**      \$ \_\_\_\_\_

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
\_\_\_\_\_ as **Principal**, and \_\_\_\_\_ of \_\_\_\_\_ in the  
County of \_\_\_\_\_ and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State  
of Delaware ("**State**"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on  
Contract No. \_\_\_\_\_, to be paid to the **State** for the use and benefit of its Department of  
Transportation ("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and  
each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole  
firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden  
**Principal** who has submitted to the **DelDOT** a certain proposal to enter into this contract for the  
furnishing of certain materiel and/or services within the **State**, shall be awarded this Contract, and if said  
**Principal** shall well and truly enter into and execute this Contract as may be required by the terms of this  
Contract and approved by the **DelDOT**, this Contract to be entered into within twenty days after the date  
of official notice of the award thereof in accordance with the terms of said proposal, then this obligation  
shall be void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE  
presence of

		_____
		Name of Bidder (Organization)
Corporate Seal	By:	_____
		Authorized Signature
Attest _____		_____
		Title
		_____
		Name of <b>Surety</b>
Witness: _____	By:	_____
		_____
		Title



## State of Delaware

### Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/index.shtml>



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)

100 Enterprise Place, Suite 4

Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: [osd@state.de.us](mailto:osd@state.de.us)

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>