State of Delaware

Invitation to Bid

Title: EQUIPMENT REPAIR

Contract ID: DOT2003-EQUIP_REPAIR

 Deadline to Respond –

Tuesday, March 17, 2020
PRIOR TO 2:00 P.M. Local Time

Bids shall be submitted to:
State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
Contract Administration
800 Bay Road, Dover, DE 19901

QUESTIONS are to be submitted via e-mail to dot-ask@delaware.gov.

Responses to Questions will be posted to this project at https://www.bids.delaware.gov.
The enclosed packet contains an "INVITATION TO BID". The invitation consists of the following documents:

INVITATION TO BID -

I. DEFINITIONS AND GENERAL PROVISIONS
   I.A – GENERAL PROVISIONS
   I.B – AWARD AND EXECUTION OF CONTRACT
   I.C – GENERAL AUTHORITY
   I.D – EQUAL OPPORTUNITY

II. SPECIAL PROVISIONS

III. TECHNICAL SPECIFICATIONS

IV. BID QUOTATION REPLY SECTION

INFORMATIONAL DOCUMENTS: (not required to be returned with bid)
   1 – SAMPLE MONTHLY USAGE REPORT (Sample Report 1)
   2 – SAMPLE SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING (Sample Report 2)
   3 – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION INFORMATION
   4 – NO BID REPLY FORM
   5 – PROPOSAL REPLY REQUIREMENTS

REQUIRED BID DOCUMENTS: (MUST be completed and returned with your bid)
   ATTACHMENT A – NON-COLLUSION STATEMENT
   ATTACHMENT B – SUBCONTRACTOR INFORMATION FORM
   ATTACHMENT C – BUSINESS REFERENCES
   ATTACHMENT D – CONFIDENTIAL AND PROPRIETARY INFORMATION
   ATTACHMENT E – BID FORM – (Paper)
   ATTACHMENT E-3 – CONTACT INFORMATION SHEET (Paper)

INFORMATIONAL DOCUMENTS and REQUIRED BID DOCUMENTS are made part of this solicitation and are contained within the ITB pdf file, or available for download at the following site: http://bids.delaware.gov/

In order for your bid to be considered, the REQUIRED BID DOCUMENTS shall be executed completely and correctly and received in a sealed envelope clearly displaying the contract number, by the date and time listed on the previous page, unless changed via Addendum.
I. 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.

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.

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.

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.

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

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.

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 vendors.

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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 its has contracted.
SECTION I.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**

   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.

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

4. **SILENCE OF SPECIFICATIONS**

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

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

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

6. **PREPARATION OF PROPOSAL**

   a. The bidder's proposal shall be written in ink or electronically entered on the form provided.
   
   b. The proposal shall show a unit and total bid price for each item bid and the total bid price of the proposal.

7. **PRICES QUOTED**

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

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**

The Bid Bond has been waived.

11. **DELIVERY OF PROPOSALS**

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

State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
Contract Administration
800 Bay Road, Dover, DE 19901

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.

b. Evidence of collusion among bidders.

c. Unsatisfactory performance record as evidenced by past experience.
d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.

e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

f. 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.

g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

16. ADDENDA TO THE INVITATION TO BID (ITB)

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

17. LOBBYING AND GRATUITIES

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

18. SOLICITATION OF STATE EMPLOYEES

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware’s employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware’s contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor’s proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

19. INDEPENDENT CONTRACTORS

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall
be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware’s discretion as to the location of work for the contractual support personnel during the project period.
SECTION I.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
   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.

   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
   Successful bidders shall furnish bond, unless bond(s) have been waived as noted in the Special Provisions, 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.

   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.

7. THE CONTRACT(S)
   The contract(s) with the successful bidder(s) will be executed with the Department of Transportation.
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. Bidders are made aware that Certified Checks submitted in lieu of Bond will be deposited, and unsuccessful bidders will receive payment of the value of the check from the state.

9. **INFORMATION REQUIREMENT**

   The successful bidder’s shall be required to advise the state’s Government Support Services 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.
SECTION I.C – GENERAL AUTHORITY

1. AUTHORITY OF AGENCY

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

2. LAWS TO BE OBSERVED

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

3. PERMITS AND LICENSES

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

4. PATENTED DEVICES, MATERIAL AND PROCESSES

a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT

a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.

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

6. TAX EXEMPTION

a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the 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. Final determination of equal status shall reside with the Agency.

8. **BID EVALUATION AND AWARD**

The Department of Transportation 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 Agency 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.

10. **SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
SECTION I.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, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual’s race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual’s race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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.
II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

This contract will be issued to cover the requirements for the Delaware Department of Transportation.

2. AGENCY USE CONTRACT

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency’s contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency’s contract when the arrangement is agreeable to all parties.

3. CONTRACT TERM

Each vendor’s contract shall be valid for five (5) year(s) from contract execution.

4. PRICES

Prices may remain firm for the entire term of the contract. All prices shall be quoted in U.S. Dollars.

5. PRICE ADJUSTMENT

Price adjustments may be considered at any time. All agreed price adjustments must be signed by both parties and include the effective date.

6. SHIPPING TERMS

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

7. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

Prior contract utilization may be viewed at the following site, if available: http://contracts.delaware.gov/.

8. FUNDING OUT

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

9. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

10. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.
11. MANDATORY INSURANCE REQUIREMENTS

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.

   a. Commercial General Liability - $1,000,000.00 per person/$3,000,000 per occurrence; and
   
   b. Product Liability - $1,000,000.00 per person/$3,000,000 per occurrence; and
   
   c. 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; and

   d. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

   Delaware Department of Transportation  
   Contract No. DOT2003-EQUIP_REPAIR  
   Send to Attention of:  
   Contract Administration  
   800 Bay Road, Dover, DE 19901

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

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

12. BASIS OF AWARD

The Delaware Department of Transportation 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, services offered, needs of the Department, and prior history of service and capability.

The Delaware 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 vendor 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 at bustax@delaware.gov, by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department, or through the online portal at https://onestop.delaware.gov/Operate_Renew
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 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 REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. 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 parties.

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to
Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible 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 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) 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, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the Office of Supplier Diversity at vendorusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

20. BUSINESS REFERENCES

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

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

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. 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.

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

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, Department of Transportation.

The State of Delaware requires completion of the Delaware Substitute Form W-9 to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for “matching.” If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

26. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal by completing Attachment B, and are subject to Agency approval and acceptance.

27. PERSONNEL, EQUIPMENT AND SERVICES

a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor 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 equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the Agency. Only those subcontractors identified in Attachment B are considered approved upon award. Changes to those subcontractor(s) listed in Attachment B must be approved in writing by the Agency.

28. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. §6909B and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are
encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. §711(g) for applicable established provisions.

29. 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.

30. ENVIRONMENTAL PROCUREMENT PRODUCTS

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 for complete product specifications and updated lists of qualifying products.

b. Green Products – third party certification of green products accepted from GSS 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.

31. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor 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 Agency.

b. **Termination for Convenience**: The Agency may terminate the P.O. 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation...
is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

32. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by the Agency:

a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof, at least thirty (30) 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 Vendor under this Contract shall, at the option of the State, become its property, and the Vendor 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.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Vendor response. If the State does accept the Vendor’s method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State’s termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor’s proposed action plan and proceed with the original contract cancellation timeline.

b. **Termination for Convenience**: The State may terminate this 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

33. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor’s compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

34. AUDIT ACCESS TO RECORDS

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

35. 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.

36. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment B) 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 Agency.

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.

37. AGENCY’S RESPONSIBILITIES

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.

b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default
occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.

38. CONFIDENTIALITY

All documents submitted as part of the vendor’s proposal will be deemed confidential during the evaluation process. Vendor 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 vendor’s information to a competing vendor prior to award 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. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(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 Vendor 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. Vendor(s) must submit such information in a separate, sealed envelope labeled “Proprietary Information” with the ITB number. The envelope must contain Attachment D 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, 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 Vendor does not have any documents it declares confidential or proprietary, Attachment D should be completed by checking the appropriate box found at the top of the attachment.

39. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies. Paper copies must contain original signatures in all locations requiring signatures.

40. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases
pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State’s seal or imply a preference for the solution or goods provided.

41. INDEMNIFICATION

a. General Indemnification
   By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney’s fees, arising out of the vendor’s its agents and employees’ performance work or services in connection with the contract.

b. Proprietary Rights Indemnification
   Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor’s expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

   If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively “Products”) is or in vendor’s reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

   1. Procure the right for the State of Delaware to continue using the Product(s);
   2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract;
   or
   3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

42. PRICE NOT CONFIDENTIAL

Vendors shall be advised that as a publicly bid contract, no Vendor shall retain the right to declare their pricing confidential.
III. TECHNICAL SPECIFICATIONS

1. SUMMARY OF WORK

a. Provide the necessary labor, component installation, parts and materials to provide miscellaneous repairs, including routine maintenance to light and heavy vehicles and equipment. See the attached sheet briefly describing the type of equipment that would potentially require maintenance and/or repairs.

b. The vendor when required will provide the necessary labor, parts and materials to provide annual safety inspections and dielectric testing on aerial trucks. The vendor has to be licensed and certified for this procedure.

c. The work would consist of diagnosing the problem and making the necessary repairs.

2. PRICING

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

3. LOCATION OF REPAIR

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

4. TIME IS OF THE ESSENCE

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

5. TYPES OF EQUIPMENT

Types of equipment include, but are not limited to, the following:

<table>
<thead>
<tr>
<th>TYPE OF EQUIPMENT</th>
<th>GROUP 1 - HEAVY DUTY TRUCKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td>Manufacturers</td>
</tr>
<tr>
<td>10-Wheel Dumps</td>
<td>International</td>
</tr>
<tr>
<td>6-Wheel Dumps</td>
<td>International</td>
</tr>
<tr>
<td>6-Wheel (All Other)</td>
<td>International</td>
</tr>
<tr>
<td>Truck Tractors</td>
<td>Kenworth</td>
</tr>
<tr>
<td></td>
<td>Sterling</td>
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<tr>
<td></td>
<td>Peterbilt</td>
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<tr>
<td></td>
<td>Freightliner</td>
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<td></td>
<td>Freightliner</td>
</tr>
<tr>
<td></td>
<td>Peterbilt</td>
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<tr>
<td></td>
<td>Freightliner</td>
</tr>
<tr>
<td></td>
<td>International</td>
</tr>
</tbody>
</table>
# Group 2 - Heavy Equipment

<table>
<thead>
<tr>
<th>Type</th>
<th>Manufacturers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backhoes</td>
<td>Case</td>
</tr>
<tr>
<td>Excavators</td>
<td>Caterpillar</td>
</tr>
<tr>
<td>Agricultural Tractors (Mowing)</td>
<td>New Holland</td>
</tr>
<tr>
<td>Front End Loaders</td>
<td>Case</td>
</tr>
<tr>
<td>Road Graders</td>
<td>Champion</td>
</tr>
<tr>
<td>HD Mower Attachments</td>
<td>Alamo</td>
</tr>
<tr>
<td>Rollers (2 to 12 Ton)</td>
<td>Hamm</td>
</tr>
<tr>
<td>Crack Sealers</td>
<td>Crafco</td>
</tr>
<tr>
<td>Air Compressors (Trailer Mounted)</td>
<td>Airman</td>
</tr>
<tr>
<td>Brush Chipper</td>
<td>Vermeer</td>
</tr>
<tr>
<td>Asphalt Application Equipment</td>
<td>LeeBoy</td>
</tr>
<tr>
<td>Sweeping Equipment (Truck Mtd.)</td>
<td>Schwareze</td>
</tr>
</tbody>
</table>

# Group 3 - Aerial Units (Truck Mounted)

<table>
<thead>
<tr>
<th>Type</th>
<th>Manufacturers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insulated 37ft to 42ft</td>
<td>Altec</td>
</tr>
<tr>
<td>Insulated 42ft and up</td>
<td>Altec</td>
</tr>
<tr>
<td>Scissors Lift Body</td>
<td>J&amp;J Truck Bodies</td>
</tr>
</tbody>
</table>

# Group 4 - Safety Equipment

<table>
<thead>
<tr>
<th>Type</th>
<th>Manufacturers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrow Boards (Solar/Diesel)</td>
<td>Wanco</td>
</tr>
<tr>
<td>Light Towers (Diesel)</td>
<td>Allmand</td>
</tr>
<tr>
<td>Truck Mounted Attenuators (TMA)</td>
<td>Energy Absorption</td>
</tr>
<tr>
<td>Message Boards</td>
<td>Ver-Mac</td>
</tr>
<tr>
<td>Trailer Attenuators (TMA)</td>
<td>Energy Absorption</td>
</tr>
</tbody>
</table>

# Group 5 - Small Engines/Tools

<table>
<thead>
<tr>
<th>Type</th>
<th>Manufacturers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chainsaws</td>
<td>Stihl</td>
</tr>
<tr>
<td>String Trimmers</td>
<td>Stihl</td>
</tr>
<tr>
<td>Concrete Saws</td>
<td>Stihl</td>
</tr>
<tr>
<td>Tamps/Compactors</td>
<td>Rammer</td>
</tr>
<tr>
<td>Portable Generators</td>
<td>Yamaha</td>
</tr>
<tr>
<td>Pumps (Transfer/Diaphragm)</td>
<td>Honda</td>
</tr>
<tr>
<td>Mower (Push Type)</td>
<td>Husqvarna</td>
</tr>
</tbody>
</table>

# Group 6 – Medium/Heavy Equipment

<table>
<thead>
<tr>
<th>Type</th>
<th>Manufacturers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Repair/Testing</td>
<td>All Makes</td>
</tr>
<tr>
<td>Utility Tractors</td>
<td>All Makes</td>
</tr>
<tr>
<td>Body Repair (non-collision)</td>
<td>All Makes</td>
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</table>
### Group 7 – Off-Road Equipment

<table>
<thead>
<tr>
<th>Type</th>
<th>Manufacturers</th>
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<tbody>
<tr>
<td>Overhead Bucket Trucks</td>
<td>All Makes</td>
</tr>
<tr>
<td>Front End Loaders</td>
<td>All Makes</td>
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<tr>
<td>Graders</td>
<td>All Makes</td>
</tr>
<tr>
<td>Excavators</td>
<td>All Makes</td>
</tr>
</tbody>
</table>
Title: EQUIPMENT REPAIR

IV. 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, by the date and time bids will be opened.

Bids shall be submitted to:

State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
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 bidder(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.

NOTE: ONLY THE BIDDER'S NAME MAY BE READ AT THE BID OPENING
STATE OF DELAWARE
Department of Transportation

Informational Document - Sample Report 1

STATE OF DELAWARE
MONTHLY USAGE REPORT

FOR ILLUSTRATION PURPOSES ONLY

<table>
<thead>
<tr>
<th>Agency Name or School District</th>
<th>Division or Name of School</th>
<th>Budget Code</th>
<th>UNSPSC</th>
<th>Item Description</th>
<th>Contract Item Number</th>
<th>Unit of Measure</th>
<th>Qty</th>
<th>Contract Proposal Price/Rate</th>
<th>Total Spend</th>
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Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.
### State of Delaware 
Subcontracting (2nd tier) Quarterly Report

<table>
<thead>
<tr>
<th>Prime Name:</th>
<th>Report Start Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name/Number</td>
<td>Report End Date:</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Today's Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Phone:</th>
<th><em>Minimum Required</em></th>
<th>Requested detail</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Vendor Name*</th>
<th>Vendor TaxID*</th>
<th>Contract Name/Number*</th>
<th>Vendor Contact Name*</th>
<th>Vendor Contact Phone*</th>
<th>Report Start Date*</th>
<th>Report End Date*</th>
<th>Amount Paid to Subcontractor*</th>
<th>Work Performed by Subcontractor UNSPSC</th>
<th>M/WBE Certifying Agency</th>
<th>Veteran/Service Disabled Veteran Certifying Agency</th>
<th>2nd tier Supplier Name</th>
<th>2nd tier Supplier Address</th>
<th>2nd tier Supplier Phone Number</th>
<th>2nd tier Supplier email</th>
<th>Description of Work Performed</th>
<th>2nd tier Supplier Tax Id</th>
<th>Date Paid</th>
</tr>
</thead>
</table>

**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: vendorusage@state.de.us
The Office of Supplier Diversity (OSD) has moved to the Division of Small Business (DSB)

Supplier Diversity Applications can be found here:  
https://gss.omb.delaware.gov/osd/

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:  
OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:  
http://directory.osd.gss.omb.delaware.gov/self-registration.shtml

New Address for OSD:  
Office of Supplier Diversity (OSD)  
State of Delaware  
Division of Small Business  
820 N. French Street, 10th Floor  
Wilmington, DE  19801

Telephone: 302-577-8477 Fax: 302-736-7915  
Email: OSD@Delaware.gov  
Web site: https://gss.omb.delaware.gov/osd/

Dover address for the Division of Small Business  
Division of Small Business  
99 Kings Highway  
Dover, DE  19901  
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.
In the attachment, we include a form titled "NO BID REPLY FORM." It is a place for firms who did not submit a bid to indicate their reasons for not bidding and to return the form in a clearly marked envelope with the contract number displayed. This information will not preclude future invitations unless the firm requests removal from the Bidder's List by indicating so on the form or does not return the 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
PROPOSAL REPLY REQUIREMENTS

The response should contain at a minimum the following information:

1. One (1) complete, signed and notarized copy of the Non-Collusion Statement, Attachment A. MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK

2. One (1) completed paper copy of the Subcontractor Information Form, Attachment B.

3. One (1) completed Business References form, Attachment C.
   Please provide references other than State of Delaware contacts.

4. One (1) completed Confidentiality Form, Attachment D.
   Please check box if no confidential or proprietary information is submitted.

5. Two (2) completed paper copies of the Bid Form, Attachment E Bid Form – (Paper).

6. One (1) copy of your firms Business License.

7. NUMBER OF COPIES WITH MAILING OF PROPOSAL:
   To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with the above required forms and submittals. Paper copies must contain original signatures.

The items listed above provide the basis for evaluating each vendor’s proposal. Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration. If an item listed above is not applicable to your company or proposal, please make note in your submission package.
STATE OF DELAWARE
Department of Transportation
Contract No. DOT2003-EQUIP_REPAIR
Contract Title: EQUIPMENT REPAIR

Attachment: A

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 to the Department of Transportation.

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 solicitation 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, Department of Transportation.

COMPANY NAME __________________ ___________________________ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE ____________________________

SIGNATURE _______________________________ TITLE _______________________________

COMPANY ADDRESS __________________________________________________________

PHONE NUMBER __________________________ FAX NUMBER _________________________

EMAIL ADDRESS __________________________ STATE OF DELAWARE

FEDERAL E.I. NUMBER __________________ LICENSE NUMBER ______________________

COMPANY CLASSIFICATIONS:

CERT. NO.: ____________________________ Certification type(s)

<table>
<thead>
<tr>
<th>Certification type(s)</th>
<th>Circle all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprise (MBE)</td>
<td>Yes No</td>
</tr>
<tr>
<td>Woman Business Enterprise (WBE)</td>
<td>Yes No</td>
</tr>
<tr>
<td>Disadvantaged Business Enterprise (DBE)</td>
<td>Yes No</td>
</tr>
<tr>
<td>Veteran Owned Business Enterprise (VOBE)</td>
<td>Yes No</td>
</tr>
<tr>
<td>Service Disabled Veteran Owned Business Enterprise (SDVOBE)</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

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

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) ________________________________

ADDRESS ______________________________________

CONTACT ______________________________________

PHONE NUMBER __________________________ FAX NUMBER _________________________

EMAIL ADDRESS __________________________

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

YES _________ NO _________ if yes, please explain _______________________________________________________________________

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

SWORN TO AND SUBSCRIBED BEFORE ME this _______ day of ____________, 20 ________

Notary Public ____________________________ My commission expires ____________

City of ____________________________ County of _______________ State of _______________
**PART I – STATEMENT BY PROPOSING VENDOR**

1. CONTRACT NO.  
2. Proposing Vendor Name:  
3. Mailing Address

4. SUBCONTRACTOR  
   a. NAME  
   b. Mailing Address:  
   4c. Company OSD Classification:  
      Certification Number: ___________________
   4d. Women Business Enterprise □ Yes □ No  
   4e. Minority Business Enterprise □ Yes □ No  
   4f. Disadvantaged Business Enterprise □ Yes □ No  
   4g. Veteran Owned Business Enterprise □ Yes □ No  
   4h. Service Disabled Veteran Owned Business Enterprise □ Yes □ No

5. DESCRIPTION OF WORK BY SUBCONTRACTOR

6a. NAME OF PERSON SIGNING  
6b. TITLE OF PERSON SIGNING  
7. BY (Signature)  
8. DATE SIGNED

**PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR**

9a. NAME OF PERSON SIGNING  
9b. TITLE OF PERSON SIGNING  
10. BY (Signature)  
11. DATE SIGNED

Number of SUBCONTRACTOR INFORMATION FORMS submitted: __________
List a minimum of 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

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

<table>
<thead>
<tr>
<th>Business Name &amp; Title</th>
<th>Business Name</th>
<th>Address</th>
<th>Email</th>
<th>Phone # / Fax #</th>
<th>Current Vendor (YES or NO)</th>
<th>Years Associated &amp; Type of Work Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>2.</td>
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<tr>
<td>3.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**
CONFIDENTIALITY FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Add additional pages as needed.
BID FORM

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

Firms are not required to complete and provide information for all items. Only provide information and Cost of Service per Hour for the items your firm is bidding. Do not change the Item Descriptions.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>UOM</th>
<th>ITEM DESCRIPTION</th>
<th>COST OF SERVICE PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>HR</td>
<td>Group – 1 Heavy Duty Trucks</td>
<td>$ ____________</td>
</tr>
<tr>
<td>02</td>
<td>HR</td>
<td>Group – 2 Heavy Equipment</td>
<td>$ ____________</td>
</tr>
<tr>
<td>03</td>
<td>HR</td>
<td>Group – 3 Aerial Unit (Truck Mounted)</td>
<td>$ ____________</td>
</tr>
<tr>
<td>04</td>
<td>HR</td>
<td>Group – 4 Safety Equipment</td>
<td>$ ____________</td>
</tr>
<tr>
<td>05</td>
<td>HR</td>
<td>Group – 5 Small Engine/Tools</td>
<td>$ ____________</td>
</tr>
</tbody>
</table>
BIDDER: ______________________________

** BID FORM **

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

** ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK **

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<th>ITEM DESCRIPTION</th>
<th>COST OF SERVICE PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>06</td>
<td>HR</td>
<td>Group – 6 Medium/Heavy Equipment</td>
<td>$ ___________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>UOM</th>
<th>ITEM DESCRIPTION</th>
<th>COST OF SERVICE PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>07</td>
<td>HR</td>
<td>Group – 7 Off-Road Equipment</td>
<td>$ ___________</td>
</tr>
</tbody>
</table>
Please provide the name(s), and emergency after-hours telephone numbers of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services.

**VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

**VENDOR NAME:**

________________________________________

**CONTACT INFORMATION:**

________________________________________

________________________________________

________________________________________

**SHORT DESCRIPTION OF SERVICES OFFERED:**

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________