



**CONTRACT NO: SHS11-001-DOTEMERGRV**  
Department of Transportation Emergency Response Vehicle

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Department of Transportation Emergency Response Vehicle. The invitation consists of the following documents:

INVITATION TO BID-CONTRACT NO.: SHS11-001-DOTEMERGRV

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
  - A - NO BID REPLY FORM
  - B - BID BOND
  - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
  - D - QUOTATION SUMMARY
  - E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

**In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by NLT 1:00PM (EDT) September 6, 2011.**

**Bids shall be submitted to:**

**Department of Safety and Homeland Security  
Delaware Emergency Management Office  
165 Brick Store Landing Road  
Smyrna, Delaware 19977  
Attn: Fiscal Administrative Officer**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call Wilbert Hayes at (302) 659-2350, or David Johnson at (302)-659-2352.

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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**: State Agency as noted on cover sheet.

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

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

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

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

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

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

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

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

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

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

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

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**SECTION A - GENERAL PROVISIONS**

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

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

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

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

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

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

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

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

8. **DISCOUNT:**

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

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. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**Department of Safety and Homeland Security  
Delaware Emergency Management Office  
165 Brick Store Landing Road  
Smyrna, Delaware 19977  
Attn: Fiscal Administrative Officer**

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.

11. **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.

12. **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.

13. **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.

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14. **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.

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**SECTION B - AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF BIDS:**

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

2. **MATERIAL GUARANTY:**

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

3. **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.

4. **REQUIREMENT OF CONTRACT BOND:**

- a. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

5. **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.

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

The contract(s) with the successful bidder(s) will be executed with the Department of Safety and Homeland Security, Delaware Emergency Management Office.

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.

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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.

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**SECTION C - GENERAL**

1. **AUTHORITY OF AGENCY:**

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

2. **LAWS TO BE OBSERVED:**

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

3. **PERMITS AND LICENSES:**

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

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

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

5. **EMERGENCY TERMINATION OF CONTRACT:**

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

6. **TAX EXEMPTION:**

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

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- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

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

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

8. **BID EVALUATION AND AWARD:**

The Office of Management and Budget, Government Support Services 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 Office of Management and Budget, Government Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

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

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**SECTION D - EQUAL OPPORTUNITY**

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

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

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

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SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Department of Transportation Emergency Response Vehicle requirements for the Department of Safety and Homeland Security, Delaware Emergency Management Agency, and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for one (1) year from the award date.

3. **KEY ITB DATES/MILESTONES:**

The following dates and milestones apply to this ITB and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

<b>ACTIVITY</b>	<b>DUE DATE</b>
ITB Availability to Vendors	August 9, 2011
Written Questions Due No Later Than (NLT)	3:00PM (EDT) August 16, 2011
Written Answers Due/Posted to Website (NLT)	4:00PM (EDT) August 23, 2011
Bids Due NLT	1:00PM (EDT) September 6, 2011
Public Bid Opening	1:00PM (EDT) September 6, 2011
Contract Award	October 6, 2011

4. **INQUIRIES & QUESTIONS:**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in preparing your response to this Invitation to Bid.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this ITB must be received in writing by 3:00 pm (EDT) August 16, 2011. All questions will be answered in writing by 4:00 pm (EDT) August 23, 2011 and posted on the [www.bids.delaware.gov](http://www.bids.delaware.gov) website. All questions must make specific reference to the section(s) and page numbers from the ITB, where applicable. Oral explanations or instructions will not be binding.

5. **PRICES:**

Prices shall remain firm for the term of the contract.

6. **SHIPPING TERMS:**

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

7. **QUANTITIES:**

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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.

8. **FUNDING OUT:**

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

9. **BID BOND REQUIREMENT:**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

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.

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**Administrator, James E. Turner, III**  
**Contract No. SHS11-001-DOTEMERGRV**  
**State of Delaware**  
**Department of Safety and Homeland Security**  
**Delaware Emergency Management Office**  
**165 Brick Store Landing Road**  
**Smyrna, Delaware 19977**

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

B. Certificate of Insurance is **not** waived.

**12. BASIS OF AWARD:**

Delaware Emergency Management Office 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.

Delaware Emergency Management Office 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 Delaware Emergency Management Office with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 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.

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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. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. Delaware Emergency Management Office shall evaluate each exception according to the intent of the terms and conditions contained herein, but Delaware Emergency Management Office must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

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.

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:**

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**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 Delaware Emergency Management Office 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, Delaware Emergency Management Office. 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> .

**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 financial 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.
- 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:**

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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. ENERGY STAR PRODUCTS:**

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

**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. 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.

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 Department of Transportation Emergency Response Vehicle

**TECHNICAL SPECIFICATIONS**

The State will purchase the Ford F350 Crew Cab Pickup and Canopy, and deliver it to the awarded vendor. Other items will be purchased by the State and installed by the vendor, or purchased and installed by the vendor. Vendors must provide pricing for all applicable items listed in the Bid Quotation Section of this Invitation to Bid, or the bid may be considered non-responsive.

ITEM	ITEM TITLE	DESCRIPTION	QTY
1	Truck Chassis	2011, Ford F-350 Crew Cab to include Brand FX Composite Utility Body with Canopy & three dome lights inside	1
2	Strobe Lights	Whelen Liberty LED (Front & Back) (PN: 45B60,45B60)	2
3	Strobe Lights side-mounted	Whelen Side Surface mounted LED (two each side) (PN: PFP1)	6
4	Work Lights	Side & Rear of vehicle (two on each side & two rear) (M4A, M4FC)	6
5	Push Bumper	Heavy duty push bumper with grille guard	1
6	Havis-Shield Center Console	C-SM-1626 Heavy Duty Angled Console to include the following: a. C-TMW-F250-02 Tunnel Mount Kit b. 3 inch C-SP-3B Heavy Duty Switch Panel c. 4-2 inch C-LP-4 Lighter Plug Outlets d. C-CUP2-1 Dual Internal Cup Holder e. C-MCB Mic Clip Bracket f. C-MC Mic Clip g.C-AP-0625 6 inch Accessory Pocket h. C-ML-MCB Map Light i. C-FP-2, 2 inch Mounting Plate j. C-SM-1200 12inch enclosed Low Profile Console k. C-SM-SA-1 Mounting Bracket with Swing Arm l. C –MD-202 Tilt Swivel m. E6400 XFR DS-Dell-201 Havis Docking Station n. CG-X Charge guard o. LPS-105 Power Supply for docking station	1
7	Harness	50 foot	1
8	Air Compressor & Air Hose Reel Kit	Pack-3-Mounted inside of canopy, reel to be located in the curb-side aft compartment	1
9	Inverter	Newmar Emergency Vehicle 3-stage battery charger with DC-AC Inverter-12 volts, 1200watt.	1
10	Arrow Board with Smart/Flash Controller	Trafcon- MB3, 30"x60" The canopy shall have a vehicle mounted arrow board permanently affixed. The arrow board shall have a power tilt feature to allow the driver tilt the board up and down from the driver's seat. The arrow board shall be mounted at the rear of the canopy . The canopy shall be reinforced with aluminum channel to prevent stress cracking and to ensure the stability of the board. Reinforcement plates shall be installed on the canopy where needed to accommodate the stresses of the roof mounted arrow board. Controller shall be a Smartflash II	1
11	Back-up Camera	Rear View Camera System Two (2) Camera Setup Model # RVS-770614; Trailer Tow Quick Connect/Disconnect Kit Model # RVS-213; License Plate Bracket Model # RVS-401	1

INVITATION TO BID  
 CONTRACT NO: SHS11-001-DOTEMERGRV  
 Department of Transportation Emergency Response Vehicle

**TECHNICAL SPECIFICATIONS-(Continued)**

12	Jump Start System	The truck shall be equipped with a pair of 25' jumper cables and two (2) polarized quick connect/ disconnect receptacles. A stainless box plug receptacle shall be flush mounted in a convenient location on the front push bumper/grille guard structure. The receptacles shall be mounted in such a manner as to provide maximum protection for the plug-in assembly while pushing a broken down vehicle or towing a trailer. The jump start system shall include a polarity indicator light. The light automatically indicates an incorrect battery hook-up. Associated #GL-1 Jump Start or comparable. A set of side post terminal adapters shall be furnished with the system.	1
13	Spot Light	CD-QS-1 Havis Shield, Roof mounted spotlight, Dual 55 watt, 12 volt Questar with lock, large trim	1
14	Laptop Computer	Dell E6400 ATG	1
15	Mast Antenna	Wil-Burt Pneumatic mast 7-30 mast assembly with mountings and plate. C-275 Pump, Filter Lubricator, Control valve, 50 feet 1" NYCOIL and wire -term loom. Reinforce floor if needed.	1
16	Camera	COHU I-VIEW II Camera, with 3 foot pigtail and MS connector, COHU Cable Assembly 30 ft. Heavy Duty.	1
17	Police Scanner	Uniden Bearcat BCD996XT Scanner	1
18	Spare Tire Retainer	Rackem Trailer Cargo Control RA-16	1
19	Stenciling/Stickers	Delaware Department of Transportation Emergency Response Unit , plus DeIDOT emblem- Both sides	1

INVITATION TO BID  
CONTRACT NO: SHS11-001-DOTEMERGRV  
Department of Transportation Emergency Response Vehicle

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the Department of Safety and Homeland Security, Delaware Emergency Management Agency by 1:00PM (EDT) September 6, 2011 at which time bids will be opened.

Bids 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. Bids may be hand delivered, sent via UPS/FEDEX, or U.S. Mail. (U.S. Mail not recommended), to the Division at the address listed below. Bids forwarded by U.S. Mail shall be sent first class.

**Department of Safety and Homeland Security  
Delaware Emergency Management Office  
165 Brick Store Landing Road  
Smyrna, Delaware 19903  
Attn: Fiscal Administrative Officer**

**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**

INVITATION TO BID  
 CONTRACT NO: SHS11-001-DOTEMERGRV  
 Department of Transportation Emergency Response Vehicle

**BID QUOTATION**

**Note:** Vendors must provide pricing for all items listed below. Failure to bid all items will render the bid as non-responsive.

ITEM	ITEM TITLE	DESCRIPTION	QTY	ACTION	ITEM COST	INSTALL COST	TOTAL COST
1	Truck Chassis	2011, Ford F-350 Crew Cab to include Brand FX Composite Utility Body with Canopy & three dome lights inside	1	Purchased & Provided by State	N/A	N/A	N/A
2	Strobe Lights	Whelen Liberty LED (Front & Back)	2	Purchased by State-installed by vendor	N/A	\$ _____	\$ _____
3	Strobe Lights side-mounted	Whelen Side Surface mounted LED (two each side)	4	Purchased by State-installed by vendor	N/A	\$ _____	\$ _____
4	Work Lights	Side & Rear of vehicle (two each side & two rear)	6	Purchased by State-installed by vendor	N/A	\$ _____	\$ _____
5	Push Bumper	Heavy Duty push bumper with grille guard	1	Purchased and installed by vendor	\$ _____	\$ _____	\$ _____
6	Havis-Shield Center Console	C-SM-1626 Heavy Duty Angled Console to include the following: a. C-TMW-F250-02 Tunnel Mount Kit b. 3 inch C-SP-3B Heavy Duty Switch Panel c. 4-2 inch C-LP-4 Lighter Plug Outlets d. C-CUP2-1 Dual Internal Cup Holder e. C-MCB Mic Clip Bracket f. C-MC Mic Clip g.C-AP-0625 6 inch Accessory Pocket h. C-ML-MCB Map Light i. C-FP-2, 2 inch Mounting Plate j. C-SM-1200 12inch enclosed Low Profile Console k. C-SM-SA-1 Mounting Bracket with Swing Arm l. C –MD-202 Tilt Swivel	1	Purchased and installed by vendor	\$ _____	\$ _____	\$ _____

INVITATION TO BID  
 CONTRACT NO: SHS11-001-DOTEMERGRV  
 Department of Transportation Emergency Response Vehicle

ITEM	ITEM TITLE	DESCRIPTION	QTY	ACTION	ITEM COST	INSTALL COST	TOTAL COST
		m. E6400 XFR DS-Dell-201 Havis Docking Station n. CG-X Charge guard o. LPS-105 Power Supply for docking station					
7	Harness	50 foot	1	Purchased by State-installed by vendor	N/A	\$ _____	\$ _____
8	Air Compressor & Air Hose Reel Kit	Pack-3-Mounted inside of canopy, reel to be located in the curb-side aft compartment	1	Purchased and installed by vendor	\$ _____	\$ _____	\$ _____
9	Inverter	Newmar Emergency Vehicle 3-stage battery Charger with DC-AC Inverter-12 volts, 1200 watt	1	Purchased and installed by vendor	\$ _____	\$ _____	\$ _____
10	Arrow Board with Smart/Flash Controller	Trafcon- MB3, 30"x60" The canopy shall have a vehicle mounted arrow board permanently affixed. The arrow board shall have a power tilt feature to allow the driver tilt the board up and down from the driver's seat. The arrow board shall be mounted at the rear of the canopy. The canopy shall be reinforced with aluminum channel to prevent stress cracking and to ensure the stability of the board. Reinforcement plates shall be installed on the canopy where needed to accommodate the stresses of the roof mounted arrow board. Controller shall be a Smartflash II	1	Purchased by State-installed by vendor	N/A	\$ _____	\$ _____

INVITATION TO BID  
 CONTRACT NO: SHS11-001-DOTEMERGRV  
 Department of Transportation Emergency Response Vehicle

ITEM	ITEM TITLE	DESCRIPTION	QTY	ACTION	ITEM COST	INSTALL COST	TOTAL COST
11	Back-up Camera	Rear View Camera System Two (2) Camera Setup Model # RVS-770614; Trailer Tow Quick Connect/Disconnect Kit Model # RVS-213; License Plate Bracket Model # RVS-401	1	Purchased and installed by vendor	\$_____	\$_____	\$_____
12	Jump Start System	The truck shall be equipped with a pair of 25' jumper cables and two (2) polarized quick connect/disconnect receptacles. A stainless box plug receptacle shall be flush mounted in a convenient location on the front push bumper/grille guard structure. The receptacles shall be mounted in such a manner as to provide maximum protection for the plug-in assembly while pushing a broken down vehicle or towing a trailer. The jump start system shall include a polarity indicator light. The light automatically indicates an incorrect battery hook-up. Associated #GL-1 Jump Start or comparable. A set of side post terminal adapters shall be furnished with the system.	1	Purchased and installed by vendor	\$_____	\$_____	\$_____
13	Spot Light	#CD-QS-1 Havis Shield, Roof mounted spotlight, Dual 55 watt, 12 volt Questar with lock, large trim	1	Purchased and installed by vendor	\$_____	\$_____	\$_____

INVITATION TO BID  
CONTRACT NO: SHS11-001-DOTEMERGRV  
Department of Transportation Emergency Response Vehicle

INVITATION TO BID  
 CONTRACT NO: SHS11-001-DOTEMERGRV  
 Department of Transportation Emergency Response Vehicle

**BID QUOTATION-(Continued)**

ITEM	ITEM TITLE	DESCRIPTION	QTY	ACTION	ITEM COST	INSTALL COST	TOTAL COST
14	Laptop Computer	Dell E6400 ATG	1	Purchased by State-installed by vendor	N/A	\$ _____	\$ _____
15	Mast Antenna	Wil-Burt Pneumatic mast 7-30 mast assembly with mountings and plate. C-275 Pump, Filter Lubricator, Control valve, 50 feet 1" NYCOIL and wire -term loom. Reinforce floor if needed.	1	Purchased and installed by vendor	\$ _____	\$ _____	\$ _____
16	Camera	COHU I-VIEW II Camera, with 3 foot pigtail and MS connector, COHU Cable Assembly 30 ft. Heavy Duty.	1	Purchased by State-installed by vendor	N/A	\$ _____	\$ _____
17	Police Scanner	Uniden Bearcat BCD996XT Scanner	1	Purchased and installed by vendor	\$ _____	\$ _____	\$ _____
18	Spare Tire Retainer	Rackem Trailer Cargo Control RA-16	1	Purchased and installed by vendor	\$ _____	\$ _____	\$ _____
19	Stenciling/Stickers	Delaware Department of Transportation Emergency Response Unit , plus DeIDOT emblem- Both sides	1	Purchased and installed by vendor	\$ _____	\$ _____	\$ _____
	<b>Total Cost</b>				\$ _____	\$ _____	\$ _____

**DELIVERY**

Ship Stock \_\_\_\_\_ days ARO  
 Ship Non-Stock \_\_\_\_\_ days ARO

TOTAL BID VALUE \$ \_\_\_\_\_

**COMPANY**

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

**State of Delaware  
Department of Safety and Homeland Security  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, Delaware 19977**

NO BID REPLY FORM

**CONTRACT NUMBER: SHS11-001-DOTEMERGRV**

**CONTRACT TITLE: Department of Transportation Emergency Response Vehicle**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

- \_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

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

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

**BID QUOTATION REPLY SECTION**

**CONTRACT NO. SHS11-001-DOTEMERGRV**

Department of Transportation Emergency Response Vehicle

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Delaware Emergency Management Office by **1:00PM (EDT) September 6, 2011** at which time bids will be opened.

**Bids shall be submitted to:**

**Department of Safety and Homeland Security  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, Delaware 19977  
Attn: Fiscal Administrative Officer**

**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 Safety and Homeland Security  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, Delaware 19977**

NO BID REPLY FORM

**CONTRACT NUMBER: SHS11-001-DOTEMERGRV**

**CONTRACT TITLE:** Department of Transportation Emergency Response Vehicle

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

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

\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

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

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

**CONTRACT NO.: SHS11-001-DOTEMERGRV**

**TITLE: Department of Transportation Emergency Response Vehicle**

**OPENING DATE: 1:00PM (EDT) SEPTEMBER 6, 2011**

**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 Government Support Services.

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, Government Support Services.

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

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

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

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

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women 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 \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



## State of Delaware

### Office of Minority and Women Business Enterprise Certification Application

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



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

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)  
Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>