



DELAWARE DEPARTMENT OF TRANSPORTATION

State of Delaware

Request for Proposal

Title: **TRACTOR/MOWER**

Contract ID: **DOT2509- TRAC_MOWER**

- *Deadline to Respond* -

TUESDAY, JUNE 3, 2025

PRIOR TO 2:00 P.M. Local Time

Responses to be received at:



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@state.de.us.

Responses to Questions will be posted to this project at [Bids - Delaware Bids and Contracts](#), and [Bonfire Portal](#).

ATTENTION ALL VENDORS:

The enclosed packet contains a "Request for Proposal" for;

TRACTOR/MOWER

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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 – 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](#)

- Appendix 1** -Bid Price Form A
- Appendix 2** -Bid Price Form B
- Appendix 3** -Bid Price Form C
- Appendix 4** -Bid Price Form D
- Appendix 5** -Bid Price Form E

All above documents are made part of this solicitation and are contained within this file, or available for download at the following site: <https://del.dot.bonfirehub.com/portal/>.

In order for your response to be considered, the REQUIRED BID DOCUMENTS must be executed completely and correctly and received in a sealed envelope clearly displaying the contract number and vendor name prior to the due date and time.

COMPETITIVE SEALED PROPOSAL

The Department has determined, pursuant to **Delaware Code Title 29, Chapter 6924(a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or

- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

PROJECT INFORMATION

This Request for Proposal (RFP) issued by the Delaware Department of Transportation (DelDOT) is for the purpose of acquiring Proposals from qualified firms to provide preparation and delivery of Tractors/Mowers.

1.1. KEY RFP DATES/MILESTONES1

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

Activity	Due Date / Time
Questions Due - No Later Than:	May 20, 2025, 3:00 P.M.
Final Questions/Answers Posted:	One week prior to Proposal Due Date
Proposals Due - Prior To Public Opening:	June 3, 2025, 2:00 PM
Contract Award	Within 90 days of bid opening

1.2. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions must be received by DelDOT at the following email address prior to the 'Questions Due' date and time shown above in order to be addressed:

EMAIL QUESTIONS TO: dot-ask@delaware.gov

Questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must make specific reference to the section(s) and page numbers of the RFP where applicable. All communications with DelDOT regarding this RFP are to be made through email to the 'dot-ask' email address.

Responses issued by DelDOT will be posted on the <http://bids.delaware.gov/> website. Vendors should rely only on written statements issued by DelDOT regarding this RFP. Information otherwise obtained is not valid.

Direct contact with State of Delaware employees other than DelDOT's Contract Administration staff regarding this RFP is expressly prohibited without prior consent. *Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration.* Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

1.3. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

1.4. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

1.5. CONTRACT PERIOD

Each successful Vendor's contract shall be valid for a three (3) year period. The contract may be extended for up to two (2), one (1) year periods through negotiation between the Vendor and DelDOT. Negotiation should be initiated no later than ninety (90) days prior to the termination of the agreement period.

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

1.6. PRICES

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State. The pricing policy that you choose to submit must be clear, accountable and auditable and must cover the full spectrum of services required. Submittal must be structured as described.

1.7. PRICE ADJUSTMENT

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

If agreement is reached to extend this contract beyond the initial period, DelDOT shall have the option of offering a determined price adjustment based on the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

1.8. SHIPPING TERMS

FOB destination, freight prepaid and allowed

2. SCOPE OF WORK

The Vendor(s) shall provide all equipment, materials and labor to supplement DelDOT's need for DOT2509 – TRACTOR/MOWER as described herein. The contract will require the Vendor(s) to cooperate with DelDOT to insure the State receives the most current state-of-the-art material and/or services.

2.1. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the vendor 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 below with a carrier satisfactory to the State. All vendors/contractors must carry at least the following coverages:

- Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate, and
- Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate, and
- 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 other, and

- 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.

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

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

State of Delaware
Department of Transportation
P.O. Box 778 Dover, DE 19903
Contract: DOT2509-TRAC_MOWER

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

2.2. DESCRIPTION OF WORK

The full Description of work of this RFP is stated in **Section 9. Description of Work**

2.3. TECHNICAL SPECIFICATIONS

The Technical Specifications of this RFP are stated in **Section 9. Description of Work**

2.4. 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. DelDOT must approve any substitutions in writing.

3. PROPOSAL REQUIREMENTS

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown below, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

The Request for Proposal contains required Forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

The Vendor's proposal must be written in ink or computer generated. When submitting a required Form, any corrections or erasures MUST be initialed by vendor's representative completing the bid submission. Required Forms must be complete, Bid Forms must show each required entry.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive.

DelDOT discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. DelDOT's interest is in the quality and responsiveness of the proposal.

Vendor's costs associated with participation in their response to this RFP are the vendor's responsibility.

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely with DelDOT.

3.1. COVER LETTER

Each proposal must have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by an officer of the company who has the legal capacity to enter the organization into a formal contract with DelDOT.

3.2. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

3.3. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP. Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

3.4. PRICES QUOTED

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

Vendors may offer to add related material or services that have been identified as necessary. The Vendors and DelDOT must agree on the pricing of any addition in writing.

3.5. INTERPRETATION OF ESTIMATES/QUANTITIES

Unless stated otherwise, the quantities given in the RFP 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. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

3.6. NON-COLLUSION STATEMENT

Include a signed and notarized copy of the Non-Collusion Statement.
Must have original signatures and notary mark. **Use Attachment A.**

3.7. SUBCONTRACTORS

Subcontracting is permitted under this RFP and contract. Every subcontractor must be identified. Make as many copies of the form as needed. **Use Attachment B.**

3.8. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered. Please provide references other than DelDOT contacts. **Use Attachment C.**

3.9. CONFIDENTIALITY FORM

Complete and include the Confidentiality Form. If your submittal includes confidential information, list on the form the confidential areas of your submittal, and follow the requirements listed. Please check box if no confidential or proprietary information is submitted. **Use Attachment D.**

3.10. BROCHURES

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

3.11. PROPOSAL SUBMISSION

Interested firms must submit the material required herein or may not be considered for the project:

- Proposals must be received before the Proposal Due Date and Time, as identified in this RFP. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.
- **Upload your submission at: [Bonfire Procurement Portal](#)**

Important Notes:

- Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and **MUST** click the submit button before the proposal due date and time.
- Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- Each submitted item of Requested Information will only become visible to DelDOT after the proposal due date and time.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

Need Help? Please contact Bonfire directly at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

The following provides guidance for preparing your bid for submittal. In the event another Section conflicts with this Section 3.11 Proposal Submission, will take precedence.

To be considered, all proposals must be submitted as outlined in this RFP. The Department reserves the right to reject any non-responsive or non-conforming proposals.

When preparing your submittal, please consider the following:

- a. It is the bidder's responsibility to read and understand the full RFP advertisement and associated documents.
- b. Email any questions to DOT-ask@delaware.gov
- c. Take note of the schedule and timing of events.
- d. Determine if SAMPLES OR BROCHURES are requested. Do not include unless requested.
- e. Unless otherwise described, all Shipping Terms are F.O.B. Destination; Freight Pre-paid and Allowed. This means the Department is not liable for any freight charges. Be sure and include these costs within your pricing.
- f. Determine if there is a BID BOND REQUIREMENT.
- g. Subcontracting is permitted under this contract unless otherwise prohibited. However, every subcontractor shall be identified on the Subcontractor Information Form (*Attachment B*) and submitted with your bid.
- h. Appendices, if any, are included as part of this RFP, and listed on the Attention All Bidders page.
- i. **BID SUBMITTALS:** Bids must be received by the Department before the date and time of the Public Bid Opening. The Department maintains strict adherence to this requirement. As an example, if the Bid Opening is advertised as 2:00 P.M. Local Time, bids will not be accepted after 1:59:59 P.M.

3.11.1 EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor 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 any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PROPOSAL EVALUATION

4.1. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified. Vendors or their authorized representatives are invited to be present.

Only the vendor's name will be read aloud during the bid opening process.

The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

4.2. DISQUALIFICATION OF VENDORS

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

- 4.2.1. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- 4.2.2. Evidence of collusion among vendors.
- 4.2.3. Unsatisfactory performance record as evidenced by past experience with DelDOT or on a State of Delaware contract.

- 4.2.4. 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.
- 4.2.5. 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.
- 4.2.6. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.
- 4.2.7. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

4.3. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

- 4.3.1. An individual proposal may be rejected for one or more of the following reasons:
 - 4.3.1.1. The respondent to the solicitation is determined to be nonresponsive or non-responsible.
 - 4.3.1.2. It is unacceptable.
 - 4.3.1.3. It is otherwise not advantageous to the State.
 - 4.3.1.4. The proposed price is unreasonable.
- 4.3.2. It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - 4.3.2.1. The vendor's financial, physical, personnel or other resources, including subcontracts.
 - 4.3.2.2. The vendor's record of performance and integrity.
 - 4.3.2.3. Any record regarding any suspension or debarment.
 - 4.3.2.4. Whether the vendor is qualified legally to contract with the State.
 - 4.3.2.5. Whether the vendor supplied all necessary information concerning its responsibility.
- 4.3.3. If a vendor is determined to be non-responsible or non-responsive, the vendor shall be informed in writing.
- 4.3.4. DelDOT reserves the right to waive minor irregularities or request additional information before determining if the Vendor is responsible and/or responsive. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

4.4. RIGHT TO CANCEL SOLICITATION

DelDOT reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DelDOT makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by DelDOT. Vendor's participation in this process may result in DelDOT selecting your organization to engage in further discussions and negotiations toward the execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DelDOT to execute a contract nor to continue negotiations. DelDOT may terminate negotiations at any time and for any reason, or for no reason.

4.5. PROPOSAL EVALUATION COMMITTEE

The Selection Committee is generally comprised of representatives of DelDOT, other agency employees, and/or persons familiar with the subject matter.

- 4.5.1. The Committee reserves the right to:

- 4.5.1.1. Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- 4.5.1.2. Waive or modify any information, irregularity, or inconsistency in proposals received.
- 4.5.1.3. Request modification to proposals from any or all vendors during the contract review and negotiation.
- 4.5.1.4. Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- 4.5.1.5. Select for contract, or for negotiations, a proposal other than that with lowest costs.
- 4.5.1.6. Select more than one vendor pursuant to 29 Del. C. §6926. Such selections will be based on the highest rated Criteria and Scoring evaluations.

4.6. CRITERIA AND SCORING

#	Criteria Description:	Points	Weight
1	Ability to comply fully with the specifications	1 – 10	60 %
2	Price	1 – 10	15 %
3	Key Staff Qualifications	1 – 10	15%
4	Value added services	1 – 10	10 %

Selection Committee members will assign up to the maximum number of points listed for each of the above criteria which determines individual ranking. The Department’s ranking is the averaged ranking of all Committee members. Upon review of the Department’s ranking the Committee will;

- Select the firm(s) with the highest Department ranking and award a contract(s); or
- Conduct negotiations with offerors who submit proposals found to be reasonably likely to be selected for award. If negotiations are held, Best and Final Offers will be requested from those offerors.

4.6.1. References

The Committee may contact any customer of the vendor, whether or not included in the vendor’s reference list, and use such information in the evaluation process. Additionally, DelDOT may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the DelDOT will pay travel costs only for State of Delaware personnel for these visits.

5. AWARD

DelDOT reserves the right 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.

DelDOT reserves the right to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of DelDOT, the best interest of the State will be promoted thereby.

DelDOT will award this contract within ninety (90) days from the date of opening proposals to the most responsible and responsive vendor(s) who best meets the RFP terms and conditions, or all proposals will be rejected. A formal contract must be executed with the successful firm(s) within 20 days after award.

5.1. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor(s) shall either furnish DeIDOT with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

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.

5.2. MATERIAL VERIFICATION

Before any contract is awarded, the successful Vendor(s) 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.

5.3. CONTRACT IMPLEMENTATION

No order is to be shipped, or employee of the Vendor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A Notice to Proceed may also be required prior to beginning work if directed in this RFP.

5.4. 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 where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

5.5. WARRANTY

In addition to any warranty requirements listed or proposed, the successful Vendor(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.

5.6. PERSONNEL, EQUIPMENT AND SERVICES

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

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.

5.7. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

5.8. SUBCONTRACTS

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

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP 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.

5.9. LAWS TO BE OBSERVED

The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, DelDOT, 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, by its employees, or by its subcontractor (s).

5.10. PERMITS AND LICENSES

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

5.11. 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.

5.12. 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 or DelDOT 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 DelDOT.

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 preference for the solution or goods provided.

5.13. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

5.14. CONTRACT DOCUMENTS

The executed Contract, DelDOT's Request for Proposal with Attachments and Appendices, the Purchase Order(s), and the Vendor's submitted Proposal shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the former prevails over the latter.

6. TERMS AND CONDITIONS

6.1. 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 RFP 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, and are subject to the approval and acceptance of DelDOT.

The Department requires the use of various electronic applications for various documentation processes. These processes will be identified, and the Contractor's required use will be detailed during the Preconstruction Meeting. No additional payments will be made to the contractor to use or interface with the applications.

6.2. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

6.3. ORDERING PROCEDURE

Successful Vendor(s) 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. Depending on the nature and scope of the event, DelDOT and each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by DelDOT or a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

6.4. BILLING

The Vendor is required to "Bill as Shipped" to DelDOT or the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

6.5. INVOICING

After the award(s) are made, DelDOT will forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

6.6. METHOD OF PAYMENT

6.6.1. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

6.6.2. No premium time for overtime will be paid without prior written State authorization. Any indirect overhead cost shall not be applied to the premium portion of the overtime.

6.6.3. DelDOT, agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

6.7. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. 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 all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

6.8. 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.

6.9. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

6.10. VENDOR- OWNED EQUIPMENT REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

6.11. CONTRACT EXTENSION

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

6.12. LAWS OF DELAWARE

This Agreement and the terms thereof shall be construed in accordance with the laws of the State of Delaware. In addition, Vendor(s) agrees to the jurisdiction and venue of a competent court within the State of Delaware.

7. GENERAL PROVISIONS

7.1. 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 DelDOT or the Agency shall be final and binding.

7.2. FUNDING OUT or NON-APPROPRIATION

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.

7.3. INDEPENDENT CONTRACTORS

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the 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.

7.4. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire.

Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

7.5. EMERGENCY TERMINATION OF CONTRACT

7.5.1. 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.

7.5.2. In the event the Vendor 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.

7.6. INDEMNIFICATION

7.6.1. 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.

7.6.2. 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:

- 7.6.2.1. Procure the right for the State of Delaware to continue using the Product(s);
- 7.6.2.2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- 7.6.2.3. 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.

7.7. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as “TERMINATION OF INDIVIDUAL PURCHASE ORDERS” below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State’s invoice detailing the open market purchase. 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.

7.8. 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.

7.9. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors’ Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a “Covered Agency” as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

7.10. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- 7.10.1. **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.

- 7.10.2. **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.
- 7.10.3. **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.

7.11. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by DeIDOT.

- 7.11.1. **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.

- 7.11.2. **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.
- 7.11.3. **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.

7.12. PUBLIC INSPECTION OF PROPOSALS

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 RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

7.13. TAX EXEMPTION

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

7.13.2. 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 Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

7.14. 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.

7.15. 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.

7.16. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall

be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

7.17. 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.

7.18. PATENTED DEVICES, MATERIAL AND PROCESSES

- 7.18.1. The Vendor 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.
- 7.18.2. The Vendor 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.

7.19. INTEREST OF VENDOR

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

7.20. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

7.21. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

7.22. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

7.23. GRATUITIES

- 7.23.1. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that

the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

- 7.23.2. In the event this contract is terminated pursuant to subparagraph “a”, the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

7.24. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

7.25. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

7.26. REQUIRED 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 and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorousage@state.de.us, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. 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 49, 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 Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's 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.

8. **DEFINITIONS**

The attached Definitions apply to this Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting a proposal.

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 (DelDOT).

BID INVITATION: The "Request for Proposal" is a packet of material sent to vendors and consists of related documents 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.

DESIGNATED OFFICIAL: The agent authorized to act for an 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.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time.

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

RFP: Request for Proposal.

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 Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

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

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor 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 it.

LEAD TIME: Means the complete unit (Tractor and Mower Assembly) after receipt of a PO (ARO) from a Delaware Agency.

ARO: After Receipt of Order

9. DESCRIPTION OF WORK

DESCRIPTION:

This contract provides for the preparation and delivery of Tractors/Mowers to DeIDOT and additional agencies as needed.

DELIVERY PROVISIONS:

- a. **TIME/LOCATION:** The items and/or products shall be delivered to the Department of Transportation, Resource Center, 96 Sign Shop Road, Dover, Delaware, 19901, within the lead time after receipt of order (ARO) proposed at time of contact award.
- b. **EXTENSIONS:** The Department will only consider an extension of the delivery time specified under the terms of this contract in cases where labor strikes, national emergencies or acts of God shall prevent the required fulfillment of the contract. Evidence of such delays must be submitted for consideration. Knowledge of existing or pending strikes will be taken into consideration when awarding the contract.

These extension provisions will also apply to the time limitations imposed under the Warranty and Repair Parts provisions of this contract.

- c. **CERTIFICATES OF ORIGIN:** Under no circumstances shall any vehicle be delivered to the Department without a certificate of origin. Units shipped without certificates of origin will be refused by the Department and removed from Department property by the vendor and no payment will be made until all proper paperwork and certificates are delivered.

INSPECTION:

Upon delivery, the article(s) will be inspected by an authorized representative of the Department, and if found defective or if it fails in any way to meet the specifications in this proposal, it will be rejected. Inspection will be performed within five (5) working days after delivery.

PRODUCTS BY NAME:

Specifications of products by name are intended to be descriptive of quality, workmanship, finish, function and characteristics as desired in the specifications. They are not intended to be restrictive. Substitution of products for those named may be considered, provided the substitute offered is, in the opinion of the Department, equal or superior in quality, workmanship, finish, function and characteristics to that specified in the Department's specifications.

All "approved equal" items requests must be submitted to the Department in writing via email as soon as possible, but at least two (2) weeks prior to the bid opening. The Department will notify the Vendor in writing via email if the items are approved or disapproved. No exceptions will be considered at the time of bid. Bidder must be prepared to demonstrate equivalency to the specified unit(s) if requested by the Department. Any item proposed to be furnished under this contract must have been proven satisfactory for the function intended by field use over at least a two (2) year period.

All submitted bids must identify in an 8.5" x 11" cover letter any substituted items included in their bid, whether or not pre-approved by the Department. If they have been preapproved, note that next to the item.

If any substituted item has not been preapproved by the Department, the bidder bears the risk of rejection of the bid. No substitutions will be accepted after receipt of bids.

SPECIFICATIONS:

The bidder shall be required to furnish the Department with an itemized order acknowledgment form showing how the item proposed will be equipped. Brochures or shop drawings will also be provided. Award of the contract to a bidder will not be made until the Department is able to compare and determine if the item(s) offered complies with the intent of the attached specifications.

The Department shall be the sole judge in this determination. A blanket statement that proposed equipment meets all specified requirements is not acceptable to establish equivalence.

DISCOUNT:

No qualifying letter or statements in the proposal or separate discounts will be considered.

WARRANTY:

The successful bidder shall extend to the Department a policy guarantee on article(s) and/or services against defective material and workmanship for a minimum period of two (2) years from date of unit acceptance. Any item which is normally covered by the warranty policy but is determined to have been damaged through misuse or operator neglect will be exempt from coverage. In cases where items that are excluded from coverage under this warranty policy but are covered by a manufacturer's policy, the manufacturer's policy will be provided to the Department.

Warranty period shall begin after the unit(s) has been inspected by department personnel and found to be totally in compliance with the terms, conditions and specifications of this contract and accepted.

If any part of the unit is normally covered by a warranty policy for more than two (2) years the full period of warranty policy will be provided to the Department.

When warranty work is required, the Department will notify the successful bidder and/or his designated maintenance facility. All warranty work shall be performed in the Department's district facility to which the equipment is assigned, at no additional cost to the Department, unless the nature of the work dictates the use of a specialized facility. In such cases, the Department will provide all necessary transportation both to and from the specialized facility or bidder's location, whichever is closest.

The successful bidder shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty without cost to the Department.

Upon notification that warranty work is required, the successful bidder will be required to begin necessary repairs and/or adjustment within three (3) working days. The necessary work will be accomplished as expeditiously as possible, however, in no case shall it exceed the authorized time standard established by the manufacturer plus an additional three (3) working days for scheduling, unless parts are required. If parts are required, five (5) working days, in addition to the time indicated above, will be allowed for their procurement. The successful bidder will be responsible to ensure that work required on any unit component covered by this warranty is accomplished within limits prescribed herein. All work performed in Department facilities will be during the normal working hours of that facility.

REPAIR PARTS:

The successful bidder shall supply the Department with a complete parts list of all major components installed on equipment supplied to the State. Parts information shall be provided, at a minimum shall include the manufacturer's name, part's number, model number, description, etc. Also, a list of the suggested minimum stocked parts which should be kept on hand, in the parts room. The bidder will be required to provide repair parts to the Department within five (5) working days after receipt of either a verbal, telephone or mail order for a period of ten (10) years from date of delivery.

QUANTITIES:

The Department reserves the right to increase or decrease the number of unit(s) purchased under this contract, based on fund availability and the Department's needs and best interest.

SEVEN SPECIFICATIONS:

This contract contains seven separate specifications; A through G. Bidders are not required to bid each specification. Bidders may bid any or all specifications, however, when bidding a specification, you must bid all items included in that specification.

FACTORY DIRECT SHIPMENTS:

Equipment that is drop shipped from the factory directly to the Department, shall be inspected by the Contract Vendor within a maximum of five (5) working days of delivery, by appointment, with the Equipment Management staff. No payment shall be made, and time charges will continue, until the Vendor and the Equipment Management staffs, together, have determined the equipment supplied meets all of the specified requirements of this contract. If the equipment supplied is to be attached to existing Department owned vehicles, a sample vehicle will be on site to determine if the equipment supplied properly fits and functions as required. If a determination is made that the equipment requires modifications to meet the specification, or shipment of accessories is incomplete, the Vendor will have a maximum of five (5) working days from date of inspection, to cure the deficiencies identified. If after the five (5) day time period all problems have not been corrected, this shall be cause for termination of the contract with the Vendor. In any event, time charges will continue until all defects are cured and the delivery is fully accepted by the Department.

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10. Technical Specifications

SPECIFICATION "A"

The following shall indicate minimum requirements, including all components, accessories, and safety features considered standard, as necessary to make a complete operating unit, whether identified herein or not. All Tractor/Mowers shall have been in production/service for a minimum of ten (10) years

1. TRACTOR SPECIFICATION - 4WD 115 HP Engine / 88 HP PTO

- 1.1 It is the intent and purpose of these specifications to describe a Four wheel drive (**4WD**) 115 Engine / 88 PTO HP TRACTOR WITH ENCLOSED CAB WITH A RIGHT-SIDE MOUNTED, HYDRAULIC POWERED 22 FOOT REACH BOOM MOWER for roadside maintenance in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 1.2 In addition, the units shall comply with all applicable Federal, State and Local Standards inclusive of all OSHA and D.O.T. Safety and Health Regulations.
- 1.3 The units must be factory mounted at awarded mower manufacturer's facility. No dealer mounted equipment will be accepted without tractor manufacturer's supervision and approval. All units must be delivered with a certificate of proof of factory mounting.
- 1.4 88 SAE P.T.O. Horsepower minimum.
- 1.5 After-Treatment System with Corner Post Exhaust.
- 1.6 Factory installed Standard Cab plus LH and RH traditional door, fully enclosed, fully Air Conditioned, Heat, and AM/FM Radio. The cab instrument panel (Dash) shall contain as a minimum an Electronic Fuel Gauge, Engine Hour Meter, Oil Pressure Gauge, Temperature Gauge, Ammeter or Voltmeter and an Engine Tachometer. NOTE: Warnings lights in lieu of gauges will be accepted. Operating side or passenger side windows of the tractor shall be Lexan or polycarbonate equivalent factory-installed. MFWD front axles Heavy-Duty for model quoted with Heavy Duty 6-Bolt front wheel hubs as a minimum.
- 1.7 46.2 Gal (175 L) Fuel Tank Capacity minimum.
- 1.8 16F/16R PowerQuad Plus Transmission
- 1.9 540/1,000 independent PTO (2-speed).
- 1.10 Front auxiliary drive (crankshaft pulley without drive shaft).
- 1.11 Wet Multi-Disk Clutch.
- 1.12 Flanged rear axle with 8-position steel wheels equipped with Heavy Duty Rear Brakes.
- 1.13 4 cylinder turbo charged engine with Final Tier 4 Emissions.
- 1.14 Air suspension seat.
- 1.15 Steering shall be power assist or hydrostatic.

- 1.16 Lighting shall be 2 cab mounted headlights and 2 hood mounted headlights facing forward and 2 cab mounted work lights facing the rear of the tractor. The tractor shall be equipped with turn signals, warning flashers and brake lights. The unit shall also have a MINI LIGHT BAR with branch guard securely mounted on the roof of the cab. Acceptable lights are the Whelen or approved equal. The MINI LIGHT BAR SHALL be wired directly to the tractor, so light is on when tractor key is on. Tractor shall also be provided with a license tag bracket and tag light to be mounted on the left side of the cab visible at all times.
- 1.17 The rear window of the cab shall have a rear wiper with wash capability.
- 1.18 Tires shall be 440/80R24 R4 Nokian Tri2 Radials on the front and 480/80R38 R4 Nokian Tri2 Radials for the rear Department approval for standard tires offered by manufacturer.
- 1.19 CAT III 3-point hitch.
- 1.20 Tractor provided shall be supplied in the standard manufacturers color and as a minimum, the paint film shall be 4 mils thick including the primer coat.

2. TRACTOR SPECIFICATION – 4WD 130 HP Engine / 100 HP PTO

- 2.1 It is the intent and purpose of these specifications to describe a Four wheel drive (4WD) 130 Engine / 100 PTO HP TRACTOR WITH ENCLOSED CAB WITH A RIGHT-SIDE MOUNTED, HYDRAULIC POWERED 22 OR 25 FOOT REACH BOOM MOWER for roadside maintenance in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 2.2 In addition, the units shall comply with all applicable Federal, State and Local Standards inclusive of all OSHA and D.O.T. Safety and Health Regulations.
- 2.3 The units must be factory mounted at awarded mower manufacturer's facility. No dealer-mounted equipment will be accepted without tractor manufacturer's supervision and approval. All units must be delivered with a certificate of proof of factory mounting.
- 2.4 100 SAE P.T.O. Horsepower minimum.
- 2.5 After-Treatment System with Corner Post Exhaust.
- 2.6 Factory installed Standard Cab plus LH and RH traditional door, fully enclosed, fully Air Conditioned, Heat, and AM/FM Radio. The cab instrument panel (Dash) shall contain as a minimum an Electronic Fuel Gauge, Engine Hour Meter, Oil Pressure Gauge, Temperature Gauge, Ammeter or Voltmeter and an Engine Tachometer. NOTE: Warning lights in lieu of gauges will be accepted. Operating side or passenger side windows of the tractor shall be Lexan or polycarbonate equivalent factory installed.
- 2.7 MFWD front axles Heavy-Duty for model quoted with Heavy Duty 6-Bolt front wheel hubs as a minimum.
- 2.8 54.2 Gal (205 L) Fuel Tank Capacity minimum.
- 2.9 16F/16R PowerQuad Plus Transmission
- 2.10 540/1,000 independent PTO (2-speed).
- 2.11 Front auxiliary drive (crankshaft pulley without drive shaft).

- 2.12 Wet Multi-Disk Clutch.
- 2.13 Flanged rear axle with 8-position steel wheels equipped with Heavy Duty Rear Brakes.
- 2.14 4 cylinder turbo charged engine with Tier 4 Emissions.
- 2.15 Air suspension seat.
- 2.16 Steering shall be power assist or hydrostatic.
- 2.17 Lighting shall be 2 cab mounted headlights and 2 hood mounted headlights facing forward and 2 cab mounted work lights facing the rear of the tractor. The tractor shall be equipped with turn signals, warning flashers and brake lights. The unit shall also have a MINI LIGHT BAR with branch guard securely mounted on the roof of the cab. Acceptable lights are the Whelen or approved equal. The MINI LIGHT BAR SHALL be wired directly to the tractor, so light is on when tractor key is on. Tractor shall also be provided with a license tag bracket and tag light to be mounted on the left side of the cab visible at all times.
- 2.18 The rear window of the cab shall have a rear wiper with wash capability.
- 2.19 Tires shall be 440/80R24 R4 Nokian Tri2 Radials on the front and 480/80R38 R4 Nokian Tri2 Radials for the rear Department approval for standard tires offered by manufacturer.
- 2.20 CAT III 3-point hitch.
- 2.21 Tractor provided shall be supplied in the standard manufacturers color and as a minimum, the paint film shall be 4 mils thick including the primer coat.
- 3 22 FT. ARTICULATED HYDRAILIC BOOM ARM SPECIFICATION
 - 3.1 Arm when fully extended shall have a 22' 7" foot reach minimum with a 60" Rotary Cutting Head. It shall have a 9' 1" foot minimum reach below tractor ground level.
 - 3.2 The arm shall be capable of accepting various attachments supplied by the manufacturer.
 - 3.3 Mounting rail framework shall be full-length 4" x 4" x 5/16" steel tubing mounted to the front bolster housing and to the rear axle. (Specifically excluding framework bolting to the bell-housing of the tractor.)
 - 3.4 The mainframe shall be no less than a 4" x 4" x 1/4" steel tubing bracing frame with 4" x 4" x 5/16" steel tubing main structure.
 - 3.5 A minimum counterweight of 1600 lbs. shall be fastened to the frame opposite the boom.
 - 3.6 The boom shall be mated by a king post turning arm.
 - 3.7 The kingpost shall have two 2-1/2" ID greaseable hardened steel bearing with a 2-1/2: diameter pin.
 - 3.8 The kingpost shall have a 5" diameter x 1/4" thick UHMW polyethylene thrust washer.
 - 3.9 Standard boom structure shall be made completely of heavy-duty alloy steel and constructed of a two-piece design including inner boom and dipper sections.
 - 3.10 The inner boom arm shall be made of a minimum of 6" x 6" x 1/4" wall steel tubing, 58,000 lb./sq. in. yield strength.
 - 3.11 The dipper shall be made of a minimum of 5" x 5" x 1/4" wall steel tubing, 58,000 lb./sq. in. yield strength.

- 3.12 Main pivots shall utilize 2" pins with greaseable, hardened steel bushings.
- 3.13 Unit shall have a front-axle mounted stabilizer for automatic self-adjusting and stability.
- 3.14 Horizontal boom swing shall be a minimum of a 120 degrees swing hydraulically operated.
- 3.15 Mower arm and attachments shall be equipped with a quick attach system to allow for quick changing attachments and hydraulic connections without tools.
- 3.16 All External hydraulic hoses shall have a protective coating around them.
- 3.17 The unit shall feature a self-contained hydraulic circuit for both mowing head and boom control circuit. Specifically excluding mowers that use any tractor hydraulics.
- 3.18 Boom control unit shall feature a load-sensing, variable displacement piston pump. Gear pump systems will not be accepted in the application.
- 3.19 The reservoir shall feature visual indication of tank level and temperature to insure a proper working volume level of 20-gallons in maintained in order to support motor and boom control circuits.
- 3.20 The filter shall have a maximum of a 10-micron filter with an ISO 4406 cleanliness code of 18/13 and a full flow of 40 gpm.
- 3.21 The driveline shall be hard mounted to engine crankshaft and secured to pump shaft with double-bolt style clamping yoke.
- 3.22 The mower cutter head shall have a six-second emergency shut down engaged by the operator from inside the tractor cab. The button shall be located within easy reach for complete power shutoff of motor circuit.
- 3.23 The boom shall be controlled by electric over hydraulic joystick control and shall feature a master ON/OFF switch.
- 3.24 Mower shall be current production and have been in production for a minimum of five (5) years
- 3.25 When mower is placed in the transport position the mower with cutting head attached it shall not be over 11 ft 6 in. in height at its highest point.
- 3.26 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.

4 25 FT. ARTICULATED HYDRAULIC BOOM ARM SPECIFICATION

- 4.1 Arm when fully extended shall have a 25' 7" foot reach minimum with a 60" Flail Cutting Head. It shall have a 12' 1" foot minimum reach below tractor ground level.
- 4.2 The arm shall be capable of accepting various attachments supplied by the manufacturer.
- 4.3 Mounting rail framework shall be full-length 4" x 4" x 5/16" steel tubing mounted to the front bolster housing and to the rear axle. (Specifically excluding framework bolting to the bell-housing of the tractor.)
- 4.4 The mainframe shall be no less than a 4" x 4" x 1/4" steel tubing bracing frame with 4" x 4" x 5/16" steel tubing main structure.
- 4.5 A minimum counterweight of 1600 lbs. shall be fastened to the frame opposite the boom.
- 4.6 The boom shall be mated by a king post turning arm.

- 4.7 The kingpost shall have two 2-1/2" ID greaseable hardened steel bearing with a 2-1/2: diameter pin.
- 4.8 The kingpost shall have a 5" diameter x 1/4" thick UHMW polyethylene thrust washer.
- 4.9 Standard boom structure shall be made completely of heavy-duty alloy steel and constructed of a two-piece design including inner boom and dipper sections.
- 4.10 The inner boom arm shall be made of a minimum of 6" x 6" x 1/4" wall steel tubing, 58,000 lb./sq. in. yield strength.
- 4.11 The dipper shall be made of a minimum of 5" x 5" x 1/4" wall steel tubing, 58,000 lb./sq. in. yield strength.
- 4.12 Main pivots shall utilize 2" pins with greaseable, hardened steel bushings.
- 4.13 Unit shall have a front-axle mounted stabilizer for automatic self-adjusting and stability.
- 4.14 Horizontal boom swing shall be a minimum of 120 degrees swing hydraulically operated.
- 4.15 Mower arm and attachments shall be equipped with a quick attach system to allow for quick changing attachments and hydraulic connections without tools.
- 4.16 All External hydraulic hoses shall have a protective coating around them.
- 4.17 The unit shall feature a self-contained hydraulic circuit for both mowing head and boom control circuit. Specifically excluding mowers that use any tractor hydraulics.
- 4.18 Boom control unit shall feature a load-sensing, variable displacement piston pump. Gear pump systems will not be accepted in the application.
- 4.19 The reservoir shall feature visual indication of tank level and temperature to insure a proper working volume level of 20-gallons in maintained in order to support motor and boom control circuits.
- 4.20 The filter shall have a maximum of a 10-micron filter with an ISO 4406 cleanliness code of 18/13 and a full flow of 40 gpm.
- 4.21 The driveline shall be hard mounted to engine crankshaft and secured to pump shaft with double-bolt style clamping yoke.
- 4.22 The mower cutter head shall have a six-second emergency shut down engaged by the operator from inside the tractor cab. The button shall be located within easy reach for complete power shutoff of motor circuit.
- 4.23 The boom shall be controlled by electric over hydraulic joystick control and shall feature a master ON/OFF switch.
- 4.24 Mower shall be current production and have been in production for a minimum of five (5) years
- 4.25 When mower is placed in the transport position the mower with cutting head attached it shall not be over 11 ft 6 in. in height at its highest point.
- 4.26 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.

5 60" SEVERE DUTY FLAIL CUTTING HEAD

- 5.1 The cutting width shall be a minimum of 58 inches.
- 5.2 The head shall be hydraulically driven by means of piston pump and motor.

- 5.3 The unit shall be designed to have a cutting capacity for material up to 5 inches in diameter.
- 5.4 The front safety shield shall be a hydraulically actuated, center feed, metal door, controlled from the operator's station on the joystick. The rear safety shield shall be no less than rubber/fabric material.
- 5.5 The cutting head top deck shall be constructed using a minimum of A606 alloy steel or equivalent.
- 5.6 The side skirts shall be constructed using a minimum of 3/8" steel.
- 5.7 The cutting head shall feature full-length, replaceable skid-shoes.
- 5.8 The cutting head shall feature a 3-leaf blade bar, capable of using two (2) cutter blades.

6 CIRCULAR SAW HEAD ATTACHMENT

- 6.1 The multiple blade circular saw head cutting width shall be a minimum of 90 inches with a minimum of four blades.
- 6.2 The head shall be hydraulically driven by means of piston pump and motor.
- 6.3 The unit shall be designed to have a cutting capacity for material up to 4 inches in diameter.

7 ROTARY DITCHING HEAD

- 7.1 The ditching head shall have a ditch cutting width of 20 inches as a minimum.
- 7.2 The head shall be hydraulically driven by means of piston pump and motor.
- 7.3 The unit shall be designed to place spoils on the back side of the ditch or windrow on the roadside of the ditch for cleanup by a loader or other means.
- 7.4 The front safety shield shall be a hydraulically actuated, center feed, metal door, controlled from the operator's station. The rear safety shield shall be no less than rubber/fabric material.

8 FLAIL-AXE BRUSH HEAD

- 8.1 The HD flail brush head shall have a minimum cutting width capacity of 44".
- 8.2 The knives shall be capable of mulching trees up to 4" in diameter at a minimum.
- 8.3 The head shall have a minimum of 16 severe duty knives.
- 8.4 The head shall include a quick hitch attachment.

9 60" HEAVY DUTY GRASS FLAIL HEAD

- 9.1 The HD grass flail head shall have a minimum cutting capacity of 60" width.
- 9.2 The HD grass flail head shall have the capability of cutting up to a minimum of 2" diameter vegetation.
- 9.3 The cutter shaft shall have a minimum of 40 pair of flail knives.
- 9.4 The flail head shall have a swivel hitch.

10 HEAVY DUTY FORESTRY HEAD

- 10.1 The HD forestry head shall have a cutting width capacity of 50".
- 10.2 The cubit knives shall be capable of cutting up to 8" in diameter vegetation.
- 10.3 The head shall have a minimum of 18 fixed cubit knives.

10.4 The head shall include a quick hitch attachment.

11 EQUIPMENT MANUALS

11.1 The successful vendor shall furnish a complete Operating Manual, written or on CD. There should be a manual or CD for each unit purchased with an extra copy for Equipment Management Resource Center.

11.2 The successful vendor shall furnish a complete set of Shop Repair manuals, written or on CD. There should be manuals for each unit purchased with an extra copy for Equipment Management Resource Center.

11.3 The successful vendor shall furnish a complete set of Parts Manuals written or on CD. There shall be manuals for each unit purchased with an extra copy for Equipment Management Resource Center.

12 TRAINING

12.1 The successful vendor shall arrange with the chassis manufacture to conduct, at a minimum of four (4) hours the following training classes at each District that has received the equipment.

12.1.1 Operator/Preventative Maintenance

12.1.2 Operator Adjustments

12.1.3 Minor Maintenance Repairs

12.1.4 How to use the full capabilities of the equipment as well as its safe and effective operation.

13 TRAINING OPTION

13.1 Provide additional pricing for cost per student for additional extensive training if necessary and if required by the Department.

14 ADDITIONAL COMPONENTS IF REQUIRED

14.1 Provide pricing on a documented cost plus percent markup price for any OEM component/parts that may be requested by the Department or other Delaware Agency.

14.2 Provide hourly rate pricing for maintenance and/or PM's that may be requested by the Department or other Agency

15 TELEMATICS

15.1 All tractors shall be equipped with telematics (John Deere JDLink™ or equivalent) connectivity as standard equipment. Applications include, but are not limited to the following:

15.1.1 Location and usage tracking.

15.1.2 Fleet operator management

15.1.3 Monitoring machine performance and alerts

15.1.4 Evaluating diagnostic trouble codes

Technical Specifications

SPECIFICATION "B"

The following shall indicate minimum requirements, including all components, accessories, and safety features considered standard, as necessary to make a complete operating unit, whether identified herein or not. All Tractor/Mowers shall have been in production/service for a minimum of ten (10) years

NOTE: ALL RIGHT/LEFT MOWERS SHALL HAVE A MINIMUM CLEARANCE OF ELEVEN (11) INCHES FROM GROUND TO MOWER FRAME.

1 TRACTOR SPECIFICATION – 4 WD Engine HP 94/80HP PTO

- 1.1 It is the intent and purpose of these specifications to describe a 4WD 94 HP ENGINE/80 PTO HP TRACTOR WITH ENCLOSED CAB WITH A RIGHT AND/OR LEFT-SIDE MOUNTED FLAIL MOWER AND A REAR FLAIL MOWER for roadside maintenance in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 1.2 In addition, the units shall comply with all applicable Federal Standards, including but not limited to the provisions of D.O.T. and Subpart O, Paragraph 1926.601, O.S.H.A. Safety and health Regulations for Construction. All component installers shall also conform to the latest recommendations, procedures, and regulations of the following: ASME, ASTM, API, AWS, FOP, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, SAE, TIMA, AND USASI.
- 1.3 The units must be factory mounted at awarded mower manufacturer's facility. No dealer-mounted equipment will be awarded without manufacturer participation and supervision. All units must be delivered with a certificate of proof of factory mounting. Prior to delivery, the units shall be:
 - 1.3.1 Complete with accessories, equipment and options properly installed and operative.
 - 1.3.2 Clean, lubricated and serviced, ready for immediate use.
 - 1.3.3 Provide a copy of the Manufacture's Service and Warranty Policy with all warranty certification vouchers, certificates or coupons and line-set tickets.
 - 1.3.4 Protected to -34 degrees (f) with manufacturers approved permanent type antifreeze.
- 1.4 80 SAE P.T.O. Horsepower minimum @ 2100 RPM.
- 1.5 Deluxe corner post exhaust.
- 1.6 Factory installed Cab fully enclosed, Air Conditioned, and Heated. The cab instrument panel (Dash) shall contain as a minimum an Electronic Fuel Gauge, Engine Hour Meter, Oil Pressure Gauge, Temperature Gauge, Ammeter or Voltmeter and an Engine Tachometer. NOTE: Warnings lights in lieu of gauges will be accepted.
- 1.7 Tractors shall have flanged rear axle with 8-position steel wheels equipped.
- 1.8 16 x 16 transmission with power reverser.
- 1.9 Independent 540/540E RPM PTO.
- 1.10 276 CU. in 4.5L displacement.
- 1.11 Wet clutch.

- 1.12 4 cylinder turbo charged engine with Final Tier 4 Approved Emissions.
- 1.13 Air suspension seat.
- 1.14 Steering shall be power assist or hydrostatic.
- 1.15 Lighting shall be 2 cab mounted headlights and 2 hood mounted headlights facing forward and 2 cab mounted work lights facing the rear of the tractor. The tractor shall be equipped with turn signals, warning flashers and brake lights. The unit shall also have a MINI LIGHT BAR with branch guard securely mounted on the roof of the cab. Acceptable lights are the Whelen or approved equal. The MINI light BAR SHALL be wired directly to the tractor so light is on when tractor key is on. Tractor shall also be provided with a license tag bracket and tag light to be mounted on the left side of the cab visible at all times.
- 1.16 The rear window of the cab shall have a rear wiper with wash capability.
- 1.17 Tire size shall be 320/85R24 R1W on the front and 460/85R30 R1W for the rear.
- 1.18 CAT I/II 3-point hitch.
- 1.19 Tractor Hydraulics: OCFD- Tandem Gear Pump 24.7 GPM @ 2100 RPM.
- 1.20 120 amp alternator minimum with single 925 CCA battery.
- 1.21 43 Gallon fuel tank minimum.
- 1.22 Tractor provided shall be supplied in the standard manufacturers color and as a minimum the paint film shall be 4 mils thick including the primer coat.
- 1.23 Operating side or passenger side windows of the tractor shall be Lexan or polycarbonate equivalent factory-installed.

2 RIGHT SIDE MOUNTED FLAIL UNIT

- 2.1 Mowers shall be 74
- 2.2 Mower shall provide cutting height adjustments by adjustment of the roller in increments from ¾" or less to 6".
- 2.3 The mower shall be constructed to handle mowing roadside grasses from 6" to 2' in height.
- 2.4 The hydraulic reservoir shall be frame mounted to the front of the tractor. The hydraulic pump shall be crank driven from the front of the tractor and connected to the tractor crankshaft with a NEAPCO driveline or approved equal. The mower hydraulics shall be piston pump. Gear pumps shall not be accepted for this application.
- 2.5 The mower knives shall be Heavy-Duty, weighing 4 oz. each as a minimum.
- 2.6 The mower units shall be cooled in frame. No use of external fans shall be accepted.
- 2.7 For safety, in additions to the electric on/off switch in the cab controlled by the operator, the mower shall be turned on and off electronically when operating by use of an adjustable micro or magnetic tilt switch when raising to the transport position or raising side mower to clear obstacles while mowing.
- 2.8 Cutter shaft shall be a minimum of 4 ½" in diameter.
- 2.9 To transport, the side mower must be capable of being placed and locked in the transport position by the operator without leaving the tractor cab for any part of the procedure.
- 2.10 The mower shall have a "FLOAT" position in the hydraulic control valve for all functions to allow the mower to follow the contours of the mowing terrain without gouging and skipping.

- 2.11 All hydraulic hoses on the right side flail unit shall be protected by a fire hose type covering.
- 2.12 The mowers shall be equipped with a full-length rear debris deflector, rear roller and a front metal guard.
- 2.13 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.

3 RIGHT SIDE MOUNTED FLAIL UNIT

- 3.1 Mowers shall be 88".
- 3.2 Mower shall provide cutting height adjustments by adjustment of the roller in increments from ¾" or less to 6".
- 3.3 The mower shall be constructed to handle mowing roadside grasses from 6" to 2' in height.
- 3.4 The hydraulic reservoir shall be frame mounted to the front of the tractor. The hydraulic pump shall be crank driven from the front of the tractor and connected to the tractor crankshaft with a NEAPCO driveline or approved equal. The mower hydraulics shall be piston pump. Gear pumps shall not be accepted for this application.
- 3.5 The mower knives shall be Heavy-Duty, weighing 4 oz. each as a minimum.
- 3.6 The mower units shall be cooled in frame. No use of external fans shall be accepted.
- 3.7 For safety, in additions to the electric on/off switch in the cab controlled by the operator, the mower shall be turned on and off electronically when operating by use of an adjustable micro or magnetic tilt switch when raising to the transport position or raising side mower to clear obstacles while mowing.
- 3.8 Cutter shaft shall be a minimum of 4 ½" in diameter.
- 3.9 To transport, the side mower must be capable of being placed and locked in the transport position by the operator without leaving the tractor cab for any part of the procedure.
- 3.10 The mower shall have a "FLOAT" position in the hydraulic control valve for all functions to allow the mower to follow the contours of the mowing terrain without gouging and skipping.
- 3.11 All hydraulic hoses on the right side flail unit shall be protected by a fire hose type covering.
- 3.12 The mowers shall be equipped with a full length rear debris deflector, rear roller and a front metal guard.
- 3.13 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.

4 RIGHT AND LEFT SIDE FLAIL UNIT WITH REAR FLAIL (TRIPLE FLAIL)

- 4.1 Mowers shall be supplied in 74" width for each side and a minimum width of 96" on the rear.
- 4.2 Mower shall provide cutting height adjustments by adjustment of the roller in increments from ¾" or less to 6".
- 4.3 The mower shall be constructed to handle mowing roadside grasses from 6" to 2' in height.
- 4.4 The hydraulic reservoir shall be frame mounted to the front of the tractor. The hydraulic reservoir shall not exceed 25 gallons. The hydraulic pump shall be crank driven from the front of the tractor and connected to the tractor crankshaft with a NEAPCO driveline or approved equal. The mower hydraulics shall be piston pump. Gear pumps shall not be accepted for this application.
- 4.5 The mower knives shall be Heavy-Duty, weighing 4 oz. each as a minimum.
- 4.6 The mower units shall be cooled in frame. No use of external fans shall be accepted.

- 4.7 For safety, in additions to the electric on/off switch in the cab controlled by the operator, the mower shall be turned on and off electronically when operating by use of an adjustable micro or magnetic tilt switch when raising to the transport position or raising side mower to clear obstacles while mowing.
- 4.8 Cutter shaft shall be a minimum of 4 ½" in diameter.
- 4.9 To transport, the side mower must be capable of being placed and locked in the transport position by the operator without leaving the tractor cab for any part of the procedure.
- 4.10 The mower shall have a "FLOAT" position in the hydraulic control valve for all functions to allow the mower to follow the contours of the mowing terrain without gouging and skipping.
- 4.11 All hydraulic hoses on the right side flail unit shall be protected by a fire hose type covering.
- 4.12 The mowers shall be equipped with a full length rear debris deflector, rear roller and a front metal guard.
- 4.13 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.
- 4.14 Units MUST be received with a left wing remote positioning system to allow operators to enter/exit driver's side cab door while wings are in transport.

5 REAR MOUNTED 3 PT FLAIL UNIT

- 5.1 74"cutting swath, course cut minimum.
- 5.2 Three-point hitch mounted. Unit to be driven by tractor 540 RPM rear PTO.
- 5.3 Cutter head shall be of heavy duty, non-jamming design with a 4 ½" diameter cutter shaft minimum.
- 5.4 Heavy duty, full spool roller of a minimum of 6" diameter shall be provided, equipped with greasable bearing providing lubrication to be administered daily in a self-aligning mounting. Roller adjustment range from ¾" to 6". Unit shall have a rubber trash deflector on the rear and metal on the front.
- 5.5 Knives shall be mounted on the cutter shaft in pairs, back to back, by heat-treated clevis rings, with the provision for individual pair replacement. Knife dimension shall be 1-3/4" x 3-5/16" minimum, four (4) ounces each, 36 pair per mower minimum.
- 5.6 Unit shall have 1-15/16" bore greaseable, self-aligning cutter shaft bearings.
- 5.7 The gearbox shall be rated under continuous operation at 60 HP and 90 HP intermitting when driven at 540 RPM, PTO. The unit shall be equipped with "TIMKIN" tapered roller bearings or approved equal.
- 5.8 Unit shall have 10 gauge minimum unitized cutter housing.
- 5.9 Unit shall have 5/16" minimum, side plates.
- 5.10 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.
- 5.11 When rear mounted 3pt flail is used in conjunction with a right side flail. The rear flail must be offset to allow a minimum of 6" of over cut with right side mower to eliminate leaving grass un-mowed where tire tracks.

6 REAR MOUNTED 3 PT FLAIL UNIT

- 6.1 88" cutting swath, course cut minimum.
- 6.2 Three-point hitch mounted. Unit to be driven by tractor 540 RPM rear PTO.
- 6.3 Cutter head shall be of heavy duty, non-jamming design with a 4 ½" diameter cutter shaft minimum.

- 6.4 Heavy duty, full spool roller of a minimum of 6" diameter shall be provided, equipped with greasable bearing providing lubrication to be administered daily in a self-aligning mounting. Roller adjustment range from ¾" to 6'. Unit shall have a rubber trash deflector on the rear and metal on the front.
- 6.5 Knives shall be mounted on the cutter shaft in pairs, back to back, by heat treated clevis rings, with the provision for individual pair replacement. Knife dimension shall be 1-3/4" x 3-5/16" minimum, four (4) ounces each, 44 pair per mower minimum.
- 6.6 Unit shall have 1-15/16" bore greaseable, self-aligning cutter shaft bearings.
- 6.7 The gear box shall be rated under continuous operation at 60 HP and 90 HP intermitting when driven at 540 RPM, PTO. The unit shall be equipped with "TIMKIN" tapered roller bearings or approved equal.
- 6.8 Unit shall have 10 gauge minimum unitized cutter housing.
- 6.9 Unit shall have 5/16" minimum, side plates.
- 6.10 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.
- 6.11 When rear mounted 3pt flail is used in conjunction with a right side flail. The rear flail must be offset to allow a minimum of 6" of over cut with right side mower to eliminate leaving grass un-mowed where tire tracks.

7 REAR MOUNTED 3 PT FLAIL UNIT

- 7.1 96" cutting swath, course cut minimum.
- 7.2 Three-point hitch mounted. Unit to be driven by tractor 540 RPM rear PTO.
- 7.3 Cutter head shall be of heavy duty, non-jamming design with a 4 ½" diameter cutter shaft minimum.
- 7.4 Heavy duty, full spool roller of a minimum of 6" diameter shall be provided, equipped with greaseable bearing providing lubrication to be administered daily in a self-aligning mounting. Roller adjustment range from ¾" to 6'. Unit shall have a rubber trash deflector on the rear and metal on the front.
- 7.5 Knives shall be mounted on the cutter shaft in pairs, back to back, by heat-treated clevis rings, with the provision for individual pair replacement. Knife dimension shall be 1-3/4" x 3-5/16" minimum, four (4) ounces each, 48 pair per mower minimum.
- 7.6 Unit shall have 1-15/16" bore greaseable, self-aligning cutter shaft bearings.
- 7.7 The gearbox shall be rated under continuous operation at 60 HP and 90 HP intermitting when driven at 540 RPM, PTO. The unit shall be equipped with "TIMKIN" tapered roller bearings or approved equal.
- 7.8 Unit shall have 10 gauge minimum unitized cutter housing.
- 7.9 Unit shall have 5/16" minimum, side plates.
- 7.10 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.
- 7.11 When rear mounted 3pt flail is used in conjunction with a right side flail. The rear flail must be offset to allow a minimum of 6" of over cut with right side mower to eliminate leaving grass un-mowed where tire tracks.

8 REAR MOUNTED 3 PT FLAIL UNIT

- 8.1 112" cutting swath, course cut minimum.

- 8.2 Three-point hitch mounted. Unit to be driven by tractor 540 RPM rear PTO.
- 8.3 Cutter head shall be of heavy duty, non-jamming design with a 4 ½" diameter cutter shaft minimum.
- 8.4 Heavy duty, full spool roller of a minimum of 6" diameter shall be provided, equipped with greaseable bearing providing lubrication to be administered daily in a self-aligning mounting. Roller adjustment range from ¾" to 6'. Unit shall have a rubber trash deflector on the rear and metal on the front.
- 8.5 Knives shall be mounted on the cutter shaft in pairs, back to back, by heat treated clevis rings, with the provision for individual pair replacement. Knife dimension shall be 1-3/4" x 3-5/16" minimum, four (4) ounces each, 56 pair per mower minimum.
- 8.6 Unit shall have 1-15/16" bore greaseable, self-aligning cutter shaft bearings.
- 8.7 The gearbox shall be rated under continuous operation at 60 HP and 90 HP intermitting when driven at 540 RPM, PTO. The unit shall be equipped with "TIMKIN" tapered roller bearings or approved equal.
- 8.8 Unit shall have 10 gauge minimum unitized cutter housing.
- 8.9 Unit shall have 5/16" minimum, side plates.
- 8.10 Unit to be painted standard manufacturers color and as a minimum the paint film will be 4 mils thick including the primer coat.
- 8.11 When rear mounted 3pt flail is used in conjunction with a right side flail. The rear flail must be offset to allow a minimum of 6" of over cut with right side mower to eliminate leaving grass un-mowed where tire tracks.

9 EQUIPMENT MANUALS

- 9.1 The successful vendor shall furnish a complete Operating Manual, written or on CD. There should be a manual or CD for each unit purchased with an extra copy for Equipment Management Resource Center.
- 9.2 The successful vendor shall furnish a complete set of Shop Repair manuals, written or on CD. There should be manuals for each unit purchased with an extra copy for Equipment Management Resource Center.
- 9.3 The successful vendor shall furnish a complete set of Parts Manuals written or on CD. There shall be manuals for each unit purchased with an extra copy for Equipment Management Resource Center.

10 TRAINING

- 10.1 The successful vendor shall arrange with the chassis manufacture to conduct, at a minimum of four (4) hours the following training classes at each District that has received the equipment.
 - 10.1.1 Operator/Preventative Maintenance
 - 10.1.2 Operator Adjustments
 - 10.1.3 Minor Maintenance Repairs
 - 10.1.4 How to use the full capabilities of the equipment as well as its safe and effective operation.

11 TRAINING OPTION

- 11.1 Provide additional pricing for cost per student for additional extensive training if necessary and if required by the Department.

12 ADDITIONAL COMPONENTS IF REQUIRED

- 12.1 Provide pricing on a documented cost plus percent markup price for any OEM component/parts that may be requested by the Department or other Delaware Agency.
- 12.2 Provide hourly rate pricing for maintenance and or PM's that may be requested by the Department or other Agency

13 TELEMATICS

- 13.1 All tractors shall be equipped with telematics (John Deere JDLink™ or equivalent) connectivity as standard equipment. Applications include, but are not limited to the following:
 - 13.2.1 Location and usage tracking.
 - 13.1.2 Fleet operator management
 - 13.1.3 Monitoring machine performance and alerts
 - 13.1.4 Evaluating diagnostic trouble codes

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Technical Specifications

SPECIFICATION “C”

The following shall indicate minimum requirements, including all components, accessories, and safety features considered standard, as necessary to make a complete operating unit, whether identified herein or not. All Tractor/Mowers shall have been in production/service for a minimum of ten (10) years

1 TRACTOR SPECIFICATION – Engine HP 50 PTO HP 40 – 4WD (minimum)

- 1.1 It is the intent and purpose of these specifications to describe a 52 PTO HP 4WD TRACTOR WITH ENCLOSED CAB WITH A REAR MOUNTED FLAIL MOWER (65 engine horsepower Diesel Engine at 2200 RPM) – 4 cy turbocharged engine for roadside maintenance in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 1.2 In addition, the units shall comply with all applicable Federal Standards, including but not limited to the provisions of D.O.T and Subpart O, Paragraph 1926.601, O.S.H.A. Safety and Health Regulations for Construction. All component installers shall also conform to the latest recommendations, procedures, and regulations of the following: ASME, ASTM, API, AWS, FOP, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, SAE, TIMA AND USASI.
- 1.3 The units must be factory mounted at awarded mower manufacturer’s facility. No dealer-mounted equipment will be awarded without manufacturer participation and supervision. All units must be delivered with a certificate of proof of factory or factory mounting supervision. Prior to delivery, the units shall be:
 - 1.3.1 Complete with accessories, equipment and options properly installed and operative.
 - 1.3.2 Clean, lubricated and serviced, ready for immediate use.
 - 1.3.3 Provide a copy of the Manufacturer’s Service and Warranty Policy with all warranty certification vouchers, certificates or coupons and line-set tickets.
 - 1.3.4 Protected to -34 degrees (f) with manufacturers approved permanent type of antifreeze.
- 1.4 Under hood muffler.
- 1.5 52 P.T.O horsepower minimum @2100 RPM.
- 1.6 Factory installed Cab fully enclosed, Air Conditioned, Heat, and AM/FM Radio. The cab instrument panel (Dash) shall contain as a minimum an Electronic Fuel Gauge, Engine Hour Meter, Oil Pressure Gauge, Temperature Gauge, Ammeter or Voltmeter and an Engine Tachometer. NOTE: Warning lights in lieu of gauges will be accepted. Tractors shall have flanged rear axle.
- 1.7 Electronic hydrostatic transmission (John Deere eHydro™ or equivalent)
- 1.8 Hydrostatic power steering.
- 1.9 Hydraulic wet disk brakes self-equalizing and self-adjusting.
- 1.10 Open center hydraulic system tandem gear pump min 17 gpm.
- 1.11 Wet PTO clutch.

- 1.12 Air suspension seat.
- 1.13 Lighting shall be 2 cab mounted headlights and 2 hood mounted headlights facing forward and 2 cab mounted work lights facing the rear of the tractor. The tractor shall be equipped with turn signals, warning flashers and brake lights. The unit shall also have a MINI LIGHT BAR with branch guard securely mounted on the roof of the cab. Acceptable lights are the Whelen or approved equal. The MINI light BAR SHALL be wired directly to the tractor, so light is on when tractor key is on. Tractor shall also be provided with a license tag bracket and tag light to be mounted on the left side of the cab visible at all times.
- 1.14 The rear window shall have a rear wiper with wash capability.
- 1.15 CAT I 3-point hitch.
- 1.16 Single 770 CCA battery.
- 1.17 13 Gallon fuel tank minimum.
- 1.18 Tractor provided shall be supplied in the standard manufacturers color and as a minimum the paint film shall be 4 mils thick including the primer coat.

2 SUPER HEAVY DUTY REAR MOUNTED 3 PT FLAIL 88" MOWER UNIT

- 2.1 **UNITIZED CUTTER HOUSING:** The top of the cutter housing shall be 10-gauge steel and the end plates shall be 5/16" thick steel. The end plates shall have bearing guards.
The unit shall also have replaceable skid shoes.
- 2.2 **CUTTER SHAFT:** The cutter shaft shall be balanced, 4-1/2" in diameter, and have a 3/8" thick wall with 4-rows of knives. The knife tip speed shall be 8900 FPM. Mounting provides anti-jamming seal. (Rubber shock mount not acceptable.)
- 2.3 **CUTTER SHAFT BEARINGS:** The 1-15/16" cutter shaft bearings shall be greaseable, sealed, self-aligning and rated at 3300 lbs. The bearings shall be attached to the housing with 6, grade 5, 3/8" bolts. Bearing flange may be used as bearing puller. Pillow block bearings are not acceptable.
- 2.4 **REAR ROLLER:** The rear roller shall be 6" in diameter with a 1/4" wall. It shall be a full-length tube and rated at 6000 lbs. The cutting height shall be adjustable from 0" to 6" in 1/2" increments. It shall have hex-shaped shaft ends.
- 2.5 **ROLLER BEARINGS:** The roller bearings shall be hex shaped, 1-1/3" across corners, self-aligning with cast steel cap outboard and neoprene seal inboard. External bearings are not acceptable.
- 2.6 **ROLLER ADJUSTMENT BRACKET:** A labyrinth seal, formed by recessed tubing, shall protect the bearing from foreign material. The formed roller brackets shall be 1/2" x 6" and attached using 4, 1/2" grade 5 carriage bolts. Optional roller scraper brackets available.
- 2.7 **DRIVE TRAIN:** The PTO shall be 540 Cat. 4 (35) with spring loaded slip clutch. The gearbox shall be rated at 60-HP continuous and 90-HP intermittent. The driveshaft to the outboard drive shall be totally enclosed. The belt drive shall be a single "C" section, reverse bend V-belt. 16" Wrap per pulley. The unit shall have an automatic spring tensioned idler assembly.
- 2.8 **KNIVES:** The unit shall have 44 pair of coarse cut knives that are reversible and self-cleaning. They shall be 1-3/4" x 3-5/16", .1046 thick and weigh 3 oz. each. They shall be mounted to the cutter shaft on heat-treated clevis rings. Optional 4-oz. knives available.
- 2.9 **WEIGHT:** The Super Heavy-Duty 88" Flail shall weigh 1035 lbs.

- 2.10 Shall include LIFT CHAINS: This feature allows flexibility to the tractor hitch, providing a greater vertical and angular range that the mower can freely move through.

3 EQUIPMENT MANUALS

- 3.1 The successful vendor shall furnish a complete Operating Manual, written or on CD. There should be a manual or CD for each unit purchased with an extra copy for Equipment Management Resource Center.
- 3.2 The successful vendor shall furnish a complete set of Shop Repair manuals, written or on CD. There should be manuals for each unit purchased with an extra copy for Equipment Management Resource Center.
- 3.3 The successful vendor shall furnish a complete set of Parts Manuals written or on CD. There shall be manuals for each unit purchased with an extra copy for Equipment Management Resource Center.

4 TRAINING

- 4.1 The successful vendor shall arrange with the chassis manufacture to conduct, at a minimum of four (4) hours the following training classes at each District that has received the equipment.
- 4.1.1 Operator/Preventative Maintenance
 - 4.1.2 Operator Adjustments
 - 4.1.3 Minor Maintenance Repairs
 - 4.1.4 How to use the full capabilities of the equipment as well as its safe and effective operation.

5 TRAINING OPTION

- 5.1 Provide additional pricing for cost per student for additional extensive training if necessary and if required by the Department.

6 ADDITIONAL COMPONENTS IF REQUIRED

- 6.1 Provide pricing on a documented cost plus percent markup price for any OEM component/parts that may be requested by the Department or other Delaware Agency.
- 6.2 Agency. Provide hourly rate pricing for maintenance and/or PM's that may be requested by the Department or Agency

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Technical Specifications

SPECIFICATION "D"

The following shall indicate minimum requirements, including all components, accessories, and safety features considered standard, as necessary to make a complete operating unit, whether identified herein or not. All Tractor/Mowers shall have been in production/service for a minimum of ten (10) years

1 REMOTE CONTROL TOOL CARRIER SPECIFICATION – 75 HP

- 1.1 It is the intent and purpose of these specifications to describe a 75 HP REMOTE CONTROLLED INDUSTRIAL TOOL CARRIER WITH ATTACHMENTS for brush, saplings and stumps and/or debris removal in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 1.2 In addition, the units shall comply with all applicable Federal Standards, including but not limited to the provisions of D.O.T and Subpart O, Paragraph 1926.601, O.S.H.A. Safety and Health Regulations for Construction. All component installers shall also conform to the latest recommendations, procedures, and regulations of the following: ASME, ASTM, API, AWS, FOP, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, SAE, TIMA AND USASI.
- 1.3 The units must be factory mounted at awarded mower manufacturer's facility. No dealer mounted equipment will be awarded without manufacturer participation and supervision. All units must be delivered with a certificate of proof of factory or factory mounting supervision. Prior to delivery, the units shall be:
- 1.4 Complete with accessories, equipment and options properly installed and operative.
- 1.5 Clean, lubricated and serviced, ready for immediate use.
- 1.6 Provide a copy of the Manufacturer's Service and Warranty Policy with all warranty certification vouchers, certificates or coupons and line-set tickets.
- 1.7 Rated for continuous operation on slopes up to 55°
- 1.8 Compatible with optional GPS Autosteer through Trimble
- 1.9 Variable travel speeds from 0-4.3 mph forward and back
- 1.10 1200 lbs. attachment lift capacity
- 1.11 Overall length of 90" without attachment, overall width of 51" and overall height of 41"
- 1.12 2866 lbs. total weight without attachment
- 1.13 Programmable head flotation system works with multiple attachments
- 1.14 5.3 gal hydraulic oil reservoir with 10.6 gal total hydraulic system capacity
- 1.15 Independent flail circuit uses closed circuit piston with max 25.1 gal/min oil flow @ 2800 rpm and 350 Bar
- 1.16 Independent track drive circuit uses 2 closed circuit pistons with max 15.1 gal/min oil flow @ 3000 rpm and 250 Bar

- 1.17 Steel Cleated rubber tracks with self-tightening system utilizing a spring washer prevents excessive wear
- 1.18 Remote control offers 492 ft operating range and 458 MHz frequency with 2 rechargeable batteries.
- 1.19 Fully proportional remote control with Hetronic digital control system with dual joystick for intuitive bi-directional control
- 1.20 HATZ, Tier IV/Stage V compliant, 4 cylinder, turbo diesel engine
- 1.21 75 HP @ 2800 rpm with 177 ft-lbs torque
- 1.22 10 gal fuel capacity allows for up to 6 hours of continuous operation
- 1.23 Self-cleaning reversible fan
- 1.24 Two gears: 0-2.2 mph and 0-4.3 mph
- 1.25 Warning alarm at 50° slopes and automatic shutoff at 70°
- 1.26 Maximum operating noise of 77dB(A)

2 FLAIL HEAD ATTACHMENT

- 2.1 Flail head shall have a cutting width of 63”
- 2.2 Flail head shall have hammer knives with a 2” cutting capacity
- 2.3 The flail head shall have 0.8” – 3.3” cutting height with 5 positions
- 2.4 3000 rpm spiral rotor
- 2.5 Hydraulic front hood and front and rear flaps
- 2.6 ±14° head angling and flotation and -11.8” to +15.7” hydraulic lift

3 MULCHING HEAD ATTACHMENT

- 3.1 Mulching head shall have a cutting width of 63”
- 3.2 The head shall have ultra heavy duty hammer flails with 4” cutting capacity
- 3.3 3000 RPM rotor speed.
- 3.4 Hydraulic front hood and reinforced steel push bar
- 3.5 ±14° head angling and flotation

4 LOADER BUCKET ATTACHMENT

- 4.1 Bucket shall have a working width of 51”
- 4.2 Unit shall have a lifting capacity of 1137 lbs.

5 EQUIPMENT MANUALS

- 5.1 The successful vendor shall furnish a complete Operating Manual, written or on CD. There should be a manual or CD for each unit purchased with an extra copy for Equipment Management Resource Center.
- 5.2 The successful vendor shall furnish a complete set of Shop Repair manuals, written or on CD. There should be manuals for each unit purchased with an extra copy for Equipment Management Resource Center.
- 5.3 The successful vendor shall furnish a complete set of Parts Manuals written or on CD. There shall be manuals for each unit purchased with an extra copy for Equipment Management Resource Center.

6 TRAINING

- 6.1 The successful vendor shall arrange with the chassis manufacture to conduct, at a minimum of four (4) hours the following training classes at each District that has received the equipment.
- 6.1.1 Operator/Preventative Maintenance
 - 6.1.2 Operator Adjustments
 - 6.1.3 Minor Maintenance Repairs
 - 6.1.4 How to use the full capabilities of the equipment as well as its safe and effective operation.

7 TRAINING OPTION

- 7.1 Provide additional pricing for cost per student for additional extensive training if necessary and if required by the Department.

8 ADDITIONAL COMPONENTS IF REQUIRED

- 8.1 Provide pricing on a documented cost plus percent markup price for any OEM component/parts that may be requested by the Department or other Delaware Agency.
- 8.2 Provide hourly rate pricing for maintenance and or PM's that may be requested by the Department or other Agency.

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Technical Specifications

SPECIFICATION "E"

The following shall indicate minimum requirements, including all components, accessories, and safety features considered standard, as necessary to make a complete operating unit, whether identified herein or not.

1 INDUSTRIAL TOOL CARRIER SPECIFICATION

- 1.1 It is the intent and purpose of these specifications to describe a INDUSTRIAL TOOL CARRIER WITH ENCLOSED CAB AND MOWER ATTACHMENTS for roadside maintenance in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete specification shall be included in the bid and shall conform to strength; quality of material and workmanship to what is usually provided in general for above noted need.
- 1.2 In addition, the units shall comply with all applicable Federal Standards, including but not limited to the provisions of D.O.T. and Subpart O, Paragraph 1926.601, O.S.H.A. Safety and health Regulations for Construction. All component installers shall also conform to the latest recommendations, procedures, and regulations of the following: ASME, ASTM, API, AWS, FOP, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, SAE, TIMA, AND USASI.
- 1.3 The units must be factory mounted at awarded mower manufacturer's facility. No dealer mounted equipment will be awarded without manufacturer participation and supervision. All units must be delivered with a certificate of proof of factory mounting. Prior to delivery, the units shall be:
 - 1.3.1 Complete with accessories, equipment and options properly installed and operative.
 - 1.3.2 Clean, lubricated and serviced, ready for immediate use.
 - 1.3.3 Provide a copy of the Manufacture's Service and Warranty Policy with all warranty certification vouchers, certificates or coupons and line-set tickets.
- 1.4 Basic Features
 - 1.4.1 16,880 lb base machine weight (201P model without attachments)
 - 1.4.2 12,000 lb max attachment weight
 - 1.4.3 216" long with 120" wheelbase (without attachments)
 - 1.4.4 102" transport width
 - 1.4.5 147" max height with 30' Telescoping Boom Mower
 - 1.4.6 126" height without attachments
 - 1.4.7 12" minimum ground clearance in transport (14" without 3-point hitch)
- 1.5 Engine
 - 1.5.1 Deutz Turbocharged Diesel Engine
 - 1.5.2 155 or 201 engine horsepower
 - 1.5.3 2050 max engine rpm
 - 1.5.4 U.S. EPA Tier 4 / EURO Stage 5 Final emission standards with SCR/DOC exhaust

- 1.5.5 Direct injected common rail fuel system
 - 1.5.6 49.1 gal fuel capacity
 - 1.5.7 4 cylinders with 5.2 L (317 in³) displacement
 - 1.5.8 Turbocharged aspiration with intercooler
 - 1.5.9 FLEXXAIRE auto-reversing fan
 - 1.5.10 5.0 gal diesel exhaust fluid (DEF) capacity
 - 1.5.11 7.0 gal 50:50 water/glycol mix coolant
 - 1.5.12 4.0 gal 10W-40 API CJ-4 engine oil
- 1.6 Drivetrain
- 1.6.1 Hydrostatic two speed transmission: 0 – 8 mph work speed and 0 – 25 mph travel speed
 - 1.6.2 Full time 4wd drivetrain
 - 1.6.3 3” diameter axle stabilizer cylinder
 - 1.6.4 Hydraulically activated 100% locking differential on front and rear axle
 - 1.6.5 Solid, steerable axles with rear axle pivoting/articulation and fixed front axle
 - 1.6.6 Minimum 11.5’ turning radius
 - 1.6.7 Three steering modes: four wheel, crab, and two wheel
 - 1.6.8 Internal hydraulic disc brakes
 - 1.6.9 Spring applied hydraulically released parking brakes (SAHR)
- 1.7 Cowling
- 1.7.1 Reinforced fiberglass cowling hood with three access panels
 - 1.7.2 Electric actuated hood lift
- 1.8 Tires
- 1.8.1 22.5x16 welded steel wheels
 - 1.8.2 Option 1: BKT 500/50-22.5 16PR FLOTATION 648
 - 1.8.3 Option 2: MITAS 560/45R22.5 AGRITERRA 02
- 1.9 Operator’s Station
- 1.9.1 Maximum visibility cab with 72 sq ft of glass
 - 1.9.2 Air ride seat with arm rests and a training seat
 - 1.9.3 Tilting steering wheel with horn
 - 1.9.4 Pressurized filtered air HVAC system
 - 1.9.5 Dome light, cup holder, convenience outlets, Bluetooth radio and three storage compartments
 - 1.9.6 Front windshield wiper with washer
 - 1.9.7 Fully adjustable external mirrors on each side

1.10 Instrumentation

- 1.10.1 12” LCD video monitor with real-time data feedback and rear-view camera
- 1.10.2 Variety of sensors throughout machine systems
 - Pressure sensors
 - Filter sensors
 - Temperature sensors
- 1.10.3 Audible and visible alarms for low engine oil pressure, low hydraulic fluid, high coolant temperature, and high hydraulic temperature
- 1.10.4 User configurable CAN-bus controls & operator interface

1.11 Safety Equipment, Standards, and Features

- 1.11.1 Cab design adheres to ISO 3477-Operator space requirements
- 1.11.2 ROPS meet ISO 8082-1 (fixed cab) and ISO 8082-2 (rotating cab) standards
- 1.11.3 Standard safety belt meets ISO 3776-2 standard
- 1.11.4 ½” polycarbonate protective window on right hand side
- 1.11.5 Optional polycarbonate windshield
 - Standard with rotating cab
- 1.11.6 114 dB backup alarm
- 1.11.7 Key switch shut off and battery disconnect
- 1.11.8 Computer controlled safety monitoring including seat presence switch

1.12 Hydraulics

- 1.12.1 31.3-gallon hydraulic reservoir
- 1.12.2 3 hydraulic circuits with 24 gpm @ 4500 psi each
- 1.12.3 ISO AW 68 hydraulic oil (18/16/14 ISO 4406 cleanliness standard)
- 1.12.4 Hydraulic oil cooler with FLEXXAIRE fan with a max oil temp of 185°F at 120°F ambient temperature
- 1.12.5 10 micron return filter, 2 charge pressure filters (additional 1 with high frequency pump), 1 high pressure filter, and 25 micron case drain return filter
- 1.12.6 Reliefs: 3500 psi, 5700 psi
- 1.12.7 Hydrostatic pumps and motors
 - Rexroth AA4VG Single Propel Pump
 - Integral Charge Pump
 - Rexroth A6VM Series 71 Drive Motor
 - Rexroth A21vg Series 10 Tandem Pump – High flow pump optional
 - Rexroth AZPW External Charge Pump
 - Rexroth A1VO Controls Pump

- Rexroth AA10VG Standard Pump

1.12.8 B – Base Hydraulics Package

- 24 gpm circuit for boom mower attachment

1.12.9 F – Front Hydraulics Package

- 24 gpm circuit for boom mower attachment
- 50 gpm circuit for front mounted attachment

1.12.10 P – Premium Hydraulics Package

- Option 1: 3 x 24 gpm circuits
- Option 2: 1 x 24 gpm & 1 x 50 gpm circuit

1.13 Electrical

1.13.1 220 amp alternator

1.13.2 2200 CA cold cranking amperes

1.13.3 12V system and battery voltage

1.13.4 Cigarette lighter on cab rear wall right hand side

1.14 Lighting

1.14.1 LED lights

1.14.2 Adheres to DOT regulations and applicable ISO safety standards

1.14.3 4 headlights at the top of the cab, front and rear blinkers, and 2 stop lights

1.14.4 Optional universally mounted beacon

1.15 Rear Drawbar and PTO

1.15.1 Optional rear drawbar with 6000 lbs towing capacity

1.15.2 Premium Machine - Optional 100 hp, 1000 rpm PTO (1 3/4" – 20 Spline)

1.15.3 2 SCV remotes, no float

1.15.4 PTO - Counterclockwise Rotational Direction (when sitting in seat)

1.16 Front Hitch and PTO

1.16.1 Optional category II 3-pt hitch (available with F & P models)

1.16.2 4500 lb lift capacity

1.16.3 Premium Machine - Optional 100 hp, 1000 rpm PTO (1 3/4" – 20 Spline)

1.16.4 2 SCV remotes, no float

1.16.5 PTO - Counterclockwise Rotational Direction (when sitting in seat)

1.17 Available Tools

1.17.1 24' and 30' telescoping boom mowers

1.17.2 Wide Area Flail Mower

1.18 Boom Mower Features and Capabilities

1.18.1 Boom reach of 24 feet from center of the machine to the outside cut of 60in rotary mower

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- 1.18.2 Boom reach of 30 feet from center of the machine to the outside cut of 60in rotary mower
- 1.18.3 The boom stows to the rear for a maximum transport envelope of 147”H x 102”W
- 1.18.4 Seven boom functions of which three are proportional control
- 1.18.5 Protected boom hoses and lines
- 1.18.6 Hardened boom and dipper pins
- 1.18.7 Capable of mowing within 16” of tires
- 1.18.8 Capable of mowing 45 degree downward slope
- 1.18.9 Boom equipped with breakaway capability

1.19 Wide Area Mower Features & Capabilities

- 1.19.1 21 ft. hydraulic driven flail mower option with mower deck out front
- 1.19.2 The mower wings stow behind the cab for a transport envelope of 150”H x 102”W at a 6” mowing height adjustment
- 1.19.3 The mowing heights are adjustable between 1” – 9”
- 1.19.4 The mower decks are a ‘dome deck’ style
- 1.19.5 Hydraulic float functions allow the mowers to follow the ground elevations
- 1.19.6 Head floatation capability of up to 15 degrees to the ground plane
- 1.19.7 The deck material should be of 10 Ga. High strength materials
- 1.19.8 Replaceable skid shoes will be standard

1.20 Warranty

- 1.20.1 Mantis Prime Mover - 2 year standard warranty
- 1.20.2 Attachments – 1 year standard warranty
- 1.20.3 2 year Deutz engine warranty

1.21 Equipment Manuals

- 1.21.1 The successful vendor shall furnish a complete set of manuals for each unit purchased along with one additional copy for the Equipment Management Resource Center. These shall include an Operators, Parts and Service Manuals in hard copy or electronic format

1.22 Training

- 1.22.1 The successful vendor shall arrange with the chassis manufacture to conduct, at a minimum of four (4) hours the following training classes at each District that has received the equipment.
 - 1. Operator/Preventative Maintenance
 - 2. Operator Adjustments
 - 3. Minor Maintenance Repairs

4. How to use the full capabilities of the equipment as well as its safe and effective operation.

1.23 Training Option

- 1.23.1 Provide additional pricing for cost per student for additional extensive training if necessary and if required by the Department.

1.24 Additional Components If Required

- 1.24.1 Provide pricing on a documented cost plus percent markup price for any OEM component/parts that may be requested by the Department or other Delaware Agency.
- 1.24.2 Provide hourly rate pricing for maintenance and or PM's that may be requested by the Department or other Agency.

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STATE OF DELAWARE
Department of Transportation

Informational Document- 2.
Sample Report 2

FOR ILLUSTRATION PURPOSES ONLY

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

SAMPLE

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: vendusage@state.de.us

STATE OF DELAWARE



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Certification Applications can be found here:
[Certifications - Division of Small Business - State of Delaware](#)

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

[Subscribe](#) to the OSD Mailing List

New address for OSD:
Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address:
(Local applicants may drop off applications here)

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.

PROPOSAL REPLY REQUIREMENTS

The response must contain at a minimum the following information:

1. **Attachment A** - One (1) completed, signed and notarized copy of the Non-Collusion Statement.
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.
2. **Attachment B** - One (1) completed signed copy of the Subcontractor Information Form.
One form for each Subcontractor, if no Subcontractors submit form and mark it N/A.
3. **Attachment C** - One (1) completed Business References Form.
Please provide references other than State of Delaware contacts.
4. **Attachment D** - One (1) completed Confidentiality Form.
Please check box if no confidential or proprietary information is claimed.
5. **Appendix 1** - Bid Price Form A - One (1) completed copy of each Bid Form.
Must be legible and contain all Bid Form pages.
6. **Appendix 2** - Bid Price Form B - One (1) completed copy of each Bid Form.
Must be legible and contain all Bid Form pages.
7. **Appendix 3** - Bid Price Form C - One (1) completed copy of each Bid Form.
Must be legible and contain all Bid Form pages.
8. **Appendix 4** - Bid Price Form D - One (1) completed copy of each Bid Form.
Must be legible and contain all Bid Form pages.
9. **Appendix 5** - Bid Price Form E - One (1) completed copy of each Bid Form.
Must be legible and contain all Bid Form pages.

PROPOSAL SUBMITTAL – Submit Proposals and all required forms at: **Bonfire Procurement Portal.**
<https://deldot.bonfirehub.com/portal/>



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



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

STATE OF DELAWARE
Department of Transportation
Contract No. DOT2509

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)

Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[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 PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
 Department of Transportation
 Contract No. **DOT2509**

Attachment: B

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO.	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Note: Add additional pages as needed.

BUSINESS REFERENCES

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.

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

