

State of Delaware
DEPARTMENT OF TRANSPORTATION



INVITATION TO BID

EMERGENCY SIDEWALK SNOW & ICE REMOVAL

Contract Number:

DOT2619-EMER_SS&IR

- *Deadline to Respond* -

TUESDAY, OCTOBER 06, 2026

PRIOR TO 2:00 P.M. Local Time



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



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

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

ATTENTION ALL BIDDERS:

The enclosed packet contains an "Invitation To Bid" for;

EMERGENCY SIDEWALK SNOW & ICE REMOVAL

The invitation consists of the following:

SECTION A – GENERAL PROVISIONS

SECTION B – TECHNICAL SPECIFICATIONS

SECTION C – AWARD AND EXECUTION

SECTION D – GENERAL AUTHORITY

SECTION E – DEFINITIONS

SECTION F – BID REQUIREMENTS

SECTION G – BID SUBMITTAL

ATTACHMENTS

A. Attachment A - Contract;

B. Attachment B – Certification;

C. Attachment C – Vendor Equipment List Form;

D. Attachment D – Daily Work Log

All above documents are made part of this solicitation and are contained within this file, or available for download at the following site:

[Bonfire Procurement Portal](#)

Please review and follow the information and instructions contained in all section of this Invitation to Bid. Should you have questions, please email; DOT-ask@delaware.gov.

SECTION A – GENERAL PROVISIONS

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DESCRIPTION:

This Invitation to Bid (ITB) is issued to cover requirements for the Department of Transportation (“DEPARTMENT”) for the rental of equipment and operators for Emergency Sidewalk Snow & Ice Removal as well as other emergencies, as designated in the proposal and as ordered by the Division of Maintenance and Operations (“M&O”) District Engineer or their authorized representative. It is intended this contract will be awarded to multiple vendors.

1. KEY DATES/MILESTONES

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

Activity	Due Date
Written Questions Due No Later Than:	Ten (10) business days prior to Bid Due Date
Written Answers Last Posted No Later Than:	Five (5) business days prior to Bid Due Date
Bid Due Date:	Shown on Page 1 (<i>May be Superseded by Addendums</i>)
Public Bid Opening	2:00 P.M. Local Time on Bid Due Date

The DEPARTMENT may extend the time and place for opening of bids from that described on not less than 2 business days’ notice, by posting such notice on this project’s Webpage at <http://bids.delaware.gov/>, and <https://deldot.bonfirehub.com/portal/>.

2. PUBLIC BID OPENING

Bidders or their authorized representatives are invited, but not required, to be present at the bid opening held at the Delaware Department of Transportation’s Administration Building, 800 Bay Road, Dover, DE.

Attendance is not required. The DEPARTMENT offers a call-in number to hear the Bid Opening telephonically. The telephone number to call is (302) 504-8986.

When prompted, enter Meeting number (access code): 651 529 280#

It is anticipated the telephone access information will remain the same for all Bid Openings.

The public bid opening ensures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The bids will be publicly opened on the date and at the time specified above unless changed via posted Addendum and shall be awarded within thirty (30) days thereafter, unless extended by mutual agreement. The main purpose of the bid opening is to reveal the **names** of the bidders, not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the DEPARTMENT’s discretion until such time that the responsiveness of each bid has been determined. After receiving a fully executed contract(s), the successful vendor(s) and pricing will be posted at <http://contracts.delaware.gov/>.

3. INQUIRIES & QUESTIONS > DOT-ask@delaware.gov

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 ITB.

Questions must be submitted before the date identified above in order to receive a response. All inquiries must be submitted via E-mail to: DOT-ask@delaware.gov.

The DEPARTMENT’s response to questions will be posted according to the procurement schedule to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>, and [Bonfire Procurement Portal](#).

Direct contact with State of Delaware employees other than the DEPARTMENT's Contract Administration staff regarding this ITB 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 other contact in the normal course of doing that business.

4. DESIGNATED CONTACT > DOT-ask@delaware.gov > (302) 760-2031

All requests, questions, or other communications about this RFP shall be made via E-Mail to the Delaware Department of Transportation. Address all communications to the email address listed above; communications made to other State of Delaware personnel may disqualify the vendor. Attempting to ask questions by phone or in person will not be recognized as valid and Vendors should rely only on written statements issued by the ITB designated contact. All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB. Other issues call (302) 760-2031.

5. CONTRACT PERIOD AND EXTENSIONS

Each awarded vendor's contract and prices shall be valid for an initial Term of five (5) years from contract execution.

6. PRICE ADJUSTMENT

The CONTRACTOR or DEPARTMENT may request an increase in unit prices. Approval of any price adjustment offered by the CONTRACTOR, will be at the discretion of the Director of M&O. If a changed pricing request cannot be reached, the DEPARTMENT retains the right to not utilize the particular unit of service, or to cancel the agreement in whole.

7. ADDENDA TO THE INVITATION TO BID

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

8. SHIPPING TERMS

F.O.B. DESTINATION; Freight Pre-paid and Allowed: Vendor owns all goods in transit and is liable for delivery to the point of destination. Vendor is responsible for filing any claims with the delivering carrier for breakage or other loss and for any damage resulting from transportation. The vendor shall include the cost of freight in the unit price bid.

9. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award the successful vendor shall either furnish proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

10. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The bidder shall examine carefully this proposal, forms, attachments, and appendices of this ITB. The bidder shall investigate and satisfy itself as to the conditions to be encountered, specifications, quality and quantities of the material to be furnished, and the full requirements of this ITB.

The submission of a proposal shall be conclusive evidence that the bidder has made examination of all requirements of this ITB. Bidders are required to fully acquaint themselves as to State procurement laws, regulations and this Invitation to Bid prior to submitting a bid.

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 required to be used by the DEPARTMENT.

11. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

12. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the awarded firm must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a surety satisfactory to the State. Awarded firms must carry the following coverage and provide a certificate of insurance after award:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident PIP benefits if carrying any of our clients or employees; and
 5. Comprehensive coverage for all vehicles leased from the State of Delaware Fleet Services which shall cover the replacement cost of the vehicle in the event of collision, damage, or other loss.

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Transportation, P.O. Box 778, Dover, DE 19903 – Contract No: DOT2619

In no event shall the State or DEPARTMENT be named as an additional insured on any policy required under this agreement.

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance

program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

13. ORDERING PROCEDURE

Successful vendors may receive orders by written purchase order, telephone, text message, email, fax or computer systems. The vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

14. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

15. AUTHORIZED PERSONNEL

The following Personnel are authorized to activate services under this contract:

Equipment Management DEPARTMENT Headquarters:

Lawrence J. Hardy, Highway Equipment Manager

M&O Districts and areas under District jurisdiction

North District:

Area north of and including I-95 and I-495, except area west of Rt.7, south of Rt. 2.

Chapman Road Administration Offices & Shop

39 East Regal Blvd., Newark, DE 19713

Billing contact: Lindsey Hallett (302) 894-6305, Lindsay.Hallett@delaware.gov

Area 11 - Kiamensi Yard, 815 Stanton Rd. Wilmington, DE 19804

Area 12 - Talley Yard, 1300 Talley Road Yard, Wilmington, DE 19803

Area 14 – Expressways, 39 East Regal Blvd, Newark, DE 19713

North District Authorized Personnel:

Mike Hauske, North District Engineer

John Garcia, Maintenance Engineer

Canal District:

Area south of I-95 and I-495, including west of Rt. 7, south of Rt. 2 to Kent County.

Bear Administration Offices & Shop (Area 10 & 23)

250 Bear-Christiana Rd, Bear, DE 19701

Billing contact: Debbie Cox, (302) 326-4414, Debbie.Cox@delaware.gov

Area 9 - Middletown Yard, 5369 Summit Bridge Rd., Middletown, DE 19709

Area 22 – St. Georges Yard 749 Middletown/Odessa Rd., Middletown, DE 19709

Area 26 – Boyds Corner Yard 4971 DuPont Parkway Smyrna DE 19977

Canal District Authorized Personnel:

Brian Schilling, Canal District Engineer
Tom Little, Maintenance Engineer

Central District:

All of Kent County.

Dover Administration Offices & Shop

930 Public Safety Blvd., Dover, DE 19901

Billing contact: Arlene Hobbs, (302) 760-2425, Arlene.Hobbs@delaware.gov

Area 6 - Harrington Yard, 129 Jackson Ditch Rd, Harrington, DE 19952

Area 7 & 21 - Magnolia Yard, 1235 Briarbrush Rd., Magnolia, DE 19962

Area 8 - Cheswold Yard, 4275 Seven Hickories Road, Cheswold, DE 19936

Central District Authorized Personnel:

Matt Lichtenstein, Assistant Director Transportation Engineering

Tim Stynchula, Maintenance Engineer

Arlene Hobbs, Support Services Administrator

South District:

All of Sussex County

Georgetown Administration Office & Shop

23697 DuPont Highway, Georgetown, DE 19947

Billing contact: Danna Sammons (302) 853-1321 Danna.Sammons@delaware.gov

Area 1 - Laurel Yard, 10930 Salt Barn Rd. (Rd 451) Laurel, DE 19956

Area 2 - Bridgeville Yard, 8583 E Newton Road, Bridgeville, DE 19933

Area 3 - Ellendale Yard, 20368 Milton - Ellendale Hwy (Rt. 16), Ellendale, DE 19941

Area 4 & 20 - Gravel Hill Yard, 24450 Lewes Georgetown Hwy, Georgetown, DE 19947

Area 5 - Dagsboro Yard, Dagsboro Road (Rd 334), Dagsboro, DE 19939

South District Authorized Personnel:

Danna Sammons, Support Services Administrator, South District

Alastair Probert, Assistant Director Transportation Engineering

Jason McCluskey, Maintenance Engineer

16. SUBCONTRACTS

No Subcontractors will be allowed under this contract.

17. ITB ORDER OF PRECEDENCE

In the event there is any discrepancy between the provisions of the ITB documents, the following order of precedence of the Sections govern so that the former prevails over the latter: G-Bid Submittal; A-General Provisions; C-Award and Execution; F-Bid Requirements; D-General Authority; Appendixes (if any); then B-Technical Specifications.

18. SIGNAGE LANGUAGE:

In order to maintain effective communication with the traveling public, only place signs, banners, flags, or other displays within the projects limits that meet the requirements of the latest version of the Delaware Manual on Uniform Traffic Control Devices ("MUTCD"). Any signs or other materials which deviate from the MUTCD, must be preapproved by the Engineer. The only signage and materials which may be displayed upon vehicles and equipment within the Project area are signs denoting the name of the Contractor and any subcontractors and other signs and/or

materials required and approved pursuant to the MUTCD and the Engineer. Contractor shall immediately remove any signs or materials within the Project that does not meet these requirements immediately upon notification by the Engineer. Failure to remove signs or other materials following notification from the Engineer will result in Liquidated Damages being assessed in the manner and amount specified in the Standard Specifications section 108.9.A.

19. APPENDIXES:

If included with this ITB, Appendices are made a part of this solicitation and are available for download at the following site: [Bonfire Procurement Portal](#).

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SECTION B - TECHNICAL SPECIFICATIONS

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1. 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 specification compliance is the responsibility of the vendor.

1. 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.

2. TECHNICAL SPECIFICATIONS:

STATE OF DELAWARE CONSTRUCTION ITEMS UNITS OF MEASURE

English Code	English Description	Multiply By	Metric Code	Metric Description	Suggested CEC Metric Code
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m ³	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m ³	Cubic Meter	M3
EA-DY	Each Day	N/A	EA-DY	Each Day	EA-DY
EA-MO	Each Month	N/A	EA-MO	Each Month	EA-MO
EA/NT	Each Night	N/A	EA-NT	Each Night	EA/NT
EACH	Each	N/A	EA	Each	EACH
GAL	Gallon	3.785	L	Liter	L
HOUR	Hour	N/A	h	Hour	HOUR
INCH	Inch	25.4	mm	Millimeter	MM
L.F.	Linear Foot	0.3048	m	Linear Meter	L.M.
L.S.	Lump Sum	N/A	L.S.	Lump Sum	L.S.
LA-MI	Lane Mile	1.609	LA-km	Lane-Kilometer	LA-KM
LB	Pound	0.4536	kg	Kilogram	KG
MFBM	Thousand Feet of Board Measure	2.3597	m ³	Cubic Meter	M3
MGAL	Thousand Gallons	3.785	kL	Kiloliter	KL
MILE	Mile	1.609	km	Kilometer	KM

S.F.	Square Foot	0.0929	m ²	Square Meter	M2
S.Y.	Square Yard	0.8361	m ²	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m ² -25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

SIDEWALK CLEARING:

The following information pertains to sidewalk and shared use path snow and ice removal throughout the State of Delaware. As used throughout this ITB, the term “sidewalk” shall mean and include any concrete or paved walking surface for use by pedestrians, including but not limited to shared use paths, cross-walks, curb ramps or other facilities identified by the DEPARTMENT for which the DEPARTMENT issues a work order to clear of ice and snow or otherwise provide services covered by this ITB. The following must be adhered to:

CONTRACTORS RESPONSIBILITIES:

1. Provide snow and ice removal for designated sidewalks or paths throughout the State of Delaware after the accumulation of a minimum of three (3) inches of snow and ice as reported on the DEPARTMENT website for Official Snowfall Accumulations or as directed by the DEPARTMENT representative. (<https://deos.udel.edu/applications/snow-conditions/#/>)
2. Completion of a location is defined as bare pavement for the width of the sidewalk or identified pedestrian use area with snow appropriately placed within the right of way.
3. The contractor shall be licensed and insured to perform this type of work in Delaware.
4. The DEPARTMENT will notify selected bidders before each snow event of its intent to potentially utilize the contract.
5. The contractor shall mobilize to the assigned location(s) as quickly as possible. Notice To Proceed time is the time when an Authorized Person directs the Contractor to start Work at a specific Location by a specific report time. Mobilization Bonus will be paid for each crew at each location based on the pay table below:

a. Mobilization Bonus Pay Table

Crew Size Per Location	Hours from NTP to Arriving on Site & Working		
	<12	<18	<24
3 or more pieces of equipment and 5 or more personnel	\$ 3,000.00	\$ 2,000.00	\$ 1,000.00
2 pieces of equipment and 3 personnel	\$ 2,000.00	\$ 1,500.00	\$ 750.00

6. All labor, tools, equipment maintenance, fuel, and approved de-icing material shall be the responsibility of the contractor.
7. The contractor shall coordinate with DEPARTMENT to determine the type of equipment used for removal of snow and ice from the sidewalk based on Attachment "C" Vendor Equipment List Form. Any equipment not listed may be submitted for review prior to the equipment being utilized. After the fact approvals of equipment will not occur.
8. The contractor shall follow all general trade practices and procedures and perform all work in accordance with all applicable OSHA guidelines and within all local, state, and federal codes and laws.
9. All personnel working in the state right-of-way shall wear high-visibility safety apparel that is labeled as meeting the Performance Class 3 requirements of ANSI 107-2004 or higher per the Delaware Manual on Uniform Traffic Control Devices (MUTCD). Class 3 high-visibility safety vests have sleeves.
10. The contractor shall supply at least one (1) truck-mounted attenuator (TMA) stationed in advance of each work zone location. TMA's will be paid at a daily rate without an operator. It is expected that someone providing manual labor or operating snow removal equipment will occasionally move the TMA as work progresses.
11. The contractor shall exercise caution when performing work around pedestrians, vehicles, structures, poles, utilities, etc.
12. All snow and ice that is removed shall be placed adjacent to the sidewalk so as not to harm any structure or plant life near the sidewalk. When possible all snow and ice shall be blown or shoveled away from the roadway. If sufficient space is not available, it shall be hauled away to another location as directed by the DEPARTMENT.
13. Once the sidewalk is cleared the contractor shall apply de-icing material at the direction of the DEPARTMENT. The de-icing material shall be approved for use on concrete sidewalks.
14. The contractor shall immediately notify the DEPARTMENT if any of the following occurs:
 - a. Unable to begin work at the appointed time.
 - b. Inability to call in sufficient personnel.
 - c. Equipment breaks down while working.
 - d. If any property or vehicles are damaged while performing work. This requirement applies not just to contractor equipment but also to any facilities owned by the State and any private property.
 - e. Cannot plow or clear the designated sidewalk for any reason.
 - f. When each assigned location has been cleared.

CONTRACTOR DAMAGE RESPONSIBILITY:

It will be the sole responsibility of the contractor to repair and/or replace in kind any property damage created while performing snow and ice removal under this contract. The DEPARTMENT representative will verify the work locations of the contractor to assure that the contractor identified created the property damage reported. Upon occurrence of damage the DEPARTMENT representative shall be immediately notified and the contractor shall document the incident in their daily work log. In addition, if damage is not recognized or observed during the snow and ice removal operation, the contractor shall still be responsible for the damage after the fact, such as after the snow melts, or when it is discovered at a later date.

DAILY WORK RECORD AND BASIS OF PAYMENT:

1. The contractor shall maintain a daily record for each assigned location where personnel and equipment are used. The report shall include:
 - a. Names of personnel and equipment used.
 - b. Quantity and type of de-icing materials used.
 - c. Beginning and ending of the sidewalk location and linear feet cleared.
 - d. Notations and descriptions of property damage
 - e. Notations and descriptions of any unusual conditions confronted by the contractor.
 - f. Hours worked performing snow and ice removal shall be mutually agreed upon by the contractor and DEPARTMENT representative.
 - g. Supervisors and their associated equipment are incidental to the operation and shall not be invoiced.
 - h. Equipment not being used directly in the snow and ice removal operation shall not be invoiced; for example, pick-up trucks driven to the work location by equipment operators and then idle for the majority of the operation shall not be invoiced.
 - i. The hourly rate for each person and piece of equipment shall be the same regardless of the time of day or night. No overtime shall apply.
 - j. Equipment and Personnel will only be paid for the time actively removing snow & ice.
 - k. Mobilization and overhead costs will be paid at 5% of the total manpower and equipment cost of each day.
 - l. Mobilization bonus will be paid per the Mobilization Bonus Pay table listed in Contractor Responsibilities Section 4.1.
2. The contractor shall submit a detailed invoice to the designated DEPARTMENT representative within seven (7) calendar days after each event. If the event duration is over seven (7) calendar days the contractor shall submit weekly invoices.

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SECTION C – AWARD AND EXECUTION

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1. CONSIDERATION OF BIDS

- a. As the Bid Submittals are opened at the Public Meeting, the names of the bidders will be announced. Following the Public Meeting, Bids will be tabulated. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. A product acceptability evaluation may be conducted to determine whether a bidder's product meets the bid specifications. Any bidder's offer that does not meet the bid specifications shall be rejected as non-responsive.
- c. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the DEPARTMENT or its agent, the best interest of the State will be promoted thereby.

2. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals, in addition to the Standard Specifications:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

3. MATERIAL GUARANTY

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

4. BASIS OF AWARD

The DEPARTMENT shall award this contract to multiple and responsive bidder(s) who best meet the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. In case of error in price extension, the unit price(s) shall prevail.

The DEPARTMENT reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, pursuant to 29 Del. C. § 6926.

5. BID EVALUATION AND AWARD

The DEPARTMENT will award this contract to one or more bidders, which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the DEPARTMENT in making judgments.

6. CONTRACT AWARD

Within thirty days from the date of opening proposals, unless extended by mutual agreement, the contract will be awarded, or the proposals rejected.

7. BID/CONTRACT EXECUTION

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved.

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

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

8. EXECUTION OF CONTRACT

The bidder(s) to whom the award is made shall execute a formal contract, and bond if required, within twenty days after date of official notice of the award of the contract. The contract(s) will be executed with the Delaware DEPARTMENT of Transportation.

If the successful bidder(s) fails to execute the required contract, and performance bond if required, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages.

9. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order.

10. 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. Failure to provide this information could render the proposal as non-responsive.

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 Vendor 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.

11. WARRANTY

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

12. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the DEPARTMENT to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product(s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approval being granted.

13. CHANGES

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

14. INDEPENDENT CONTRACTORS

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

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

15. PAYMENT

The DEPARTMENT will authorize and process each invoice within thirty (30) days after the date of receipt of a correct invoice.

16. 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.

17. ASSIGNMENT

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

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SECTION D – GENERAL AUTHORITY

[return](#)

1. AUTHORITY OF AGENCY

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

2. LAWS TO BE OBSERVED

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

3. 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.

4. PATENTED DEVICES, MATERIAL AND PROCESSES

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

5. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the DEPARTMENT. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

6. 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. 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.

8. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Delaware Department of Transportation
Administration Building
800 Bay Road, Dover, DE 19901
ATTN: Contract Administration
RE: Contract No.: DOT2619

9. LOBBYING AND GRATUITIES

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

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

10. SOLICITATION OF STATE EMPLOYEES

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

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

11. 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.

12. 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 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.

13. INDEMNIFICATION

a. **General Indemnification**

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

b. **Proprietary Rights Indemnification**

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

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

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

14. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the vendor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to provide evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

15. 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 Item labeled "TERMINATION OF INDIVIDUAL ORDERS OR 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 to 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.

16. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the DEPARTMENT shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. Termination for Convenience

The DEPARTMENT may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the DEPARTMENT, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations

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

17. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceedings involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

The execution and performance of all contracts awarded by the DEPARTMENT shall be under the charge of the Secretary of Transportation, and the Secretary's decision shall be final in all matters concerning the performance of the work and compliance with the terms of the contract (17 Del. C. § 152).

18. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by the DEPARTMENT.

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the

State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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

b. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations

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

19. EMERGENCY TERMINATION OF CONTRACT

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

20. 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.

21. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors/Vendors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

22. FAIR BACKGROUND CHECK PRACTICES

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

23. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site premises service for contract vendors. Should an individual be identified, and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The DEPARTMENT'S decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By DEPARTMENT request, the Vendor(s) shall provide a list of all employees serving an awarded contract and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award.

A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the DEPARTMENT'S contract.

24. LIFE CYCLE COSTING

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment

25. ENVIRONMENTAL PROCUREMENT PRODUCTS

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

26. 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.

27. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the vendor or the vendor's responsible employees.

The vendor and the vendor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the vendor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The vendor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the vendor fails to provide the safeguards described above.

The vendor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or

disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to vendors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a vendor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a vendor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, vendors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the vendor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the vendor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the vendor is found to be noncompliant with contract safeguards.

28. NO PRESS RELEASES OR PUBLIC DISCLOSURE

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

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.

29. 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 and indemnify, the State, including paying the State's attorney's fees, 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.

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SECTION E – DEFINITIONS

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The attached Definitions apply to all contracts and are part of each invitation to bid. Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Delaware Department of Transportation, or 'DEPARTMENT'.

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

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

BID INVITATION: The "bid invitation" or "invitation to bid" (ITB) is a packet of material available to vendors and consists of General Provisions, Technical Specifications, Special Provisions, Award and Execution, General Authority, Definitions, Bid Requirements, Bid Submittal, Forms, Enclosures, Attachments, Appendices, and other referenced documents.

BOND (Performance Bond): The approved form of security, submitted by the awarded Vendor(s) and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

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

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

DEPARTMENT: The Delaware Department of Transportation.

DESIGNATED OFFICIAL: The agent authorized to act for the DEPARTMENT.

F.O.B. DESTINATION; Freight Pre-paid and Allowed: Vendor owns all goods in transit and is liable for delivery to the point of destination. The vendor is responsible for filing any claims with the delivering carrier for breakage or other loss and for any damage resulting from transportation. The vendor shall include the cost of freight in the unit price of their bid.

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

ITB: Invitation to Bid.

LOCAL TIME: The time of day in Dover, DE whether Eastern Standard Time or Eastern Daylight Time.

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

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

SECTION F – BID REQUIREMENTS

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1. PROPOSAL FORMS

The invitation to bid contains pre-printed forms for use by the vendor in submitting its bid. The forms contain basic and required information and have blank spaces for use by the vendor for entering requested information. The bidder's bid proposal shall be written in ink or typewritten on the forms provided unless otherwise instructed.

2. PRICES

All prices shall be quoted in U.S. Dollars.

Do not enter a price of zero dollars/cents unless directed to do so in the ITB.

Unless otherwise directed in Section A;

- Vendor's prices shall remain firm during the initial term of the contract.
- Prices quoted are those for which the material will be furnished **F.O.B. Destination; Freight Prepaid and Allowed**. Include all charges that may be imposed during the period of the contract.

3. PRICE NOT CONFIDENTIAL

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

4. COOPERATIVE PRICING

Vendors who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

5. DISCOUNT

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

6. PROPOSAL GUARANTY; BID BOND

Unless the Bid Bond has been waived in Section A, each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).

Each bidder shall furnish a bond to the State for the benefit of the Delaware Department of Transportation in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to the Delaware Department of Transportation in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond. The deposits of unsuccessful bidders shall be returned to them upon the awarding of the contract or rejection of their bids.

7. INTERPRETATION OF ESTIMATES

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

8. 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.

9. WITHDRAWAL OF PROPOSALS

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

10. PUBLIC INSPECTION OF PROPOSALS

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

11. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. The bids, bid summaries and bid tabulations shall not be open for public inspection until after receipt of a fully executed contract.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific 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, 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. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. The items requested in this ITB provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.**

SECTION G - BID SUBMITTAL

[return](#)

1. **BID 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 ITB. Responses submitted by 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](#) **OR;**
 - **Paper Bids** may be received via; mail, courier, or hand delivered:

Department of Transportation
Administration Building
Contract Administration DOT2619
800 Bay Road
Dover, DE 19901

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 DEPARTMENT 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>.

2. The following provides guidance for preparing your bid for submittal. In the event another Section conflicts with this Section H – Bid Submittal, Section H will take precedence.

To be considered, all proposals must be submitted as outlined in this ITB. 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 ITB advertisement and associated documents.
- b. Email any questions to DOT-ask@delaware.gov
- c. Take note of the schedule and timing of events described in Section A.
- d. Check Section A to 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. Check Section A to 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 ITB, 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. **ATTACHMENTS** – Each of the following forms must be submitted with the bid, no substitution of forms is permitted.
- Attachment A** – **Contract**; One completed, and signed.
 - Attachment B** - **Certification**; One completed, signed, and notarized statement.
MUST HAVE SIGNATURES AND NOTARY.
 - Attachment C** – **Vendor Equipment List Form**; One completed form.
 - Attachment D** – **Daily Work Log**; example of how time may be tracked
4. **PROPOSAL SUBMITTAL** – Submit Proposals and all required forms:
- **Bonfire Procurement Portal.** <https://deldot.bonfirehub.com/portal/> **OR;**
 - **Paper Bids** may be received via; mail, courier, or hand delivered.



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



NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPEN

EMERGENCY SIDEWALK SNOW & ICE REMOVAL CONTRACT

VENDOR NAME: _____

CONTRACT No: DOT2619-EMER_SS&IR

Pursuant to the above referenced contract issued by the Delaware Department of Transportation, the Contractor agrees to the contract terms and the provisions described below.

- (1) The following contract services can be ordered under this contract. All orders placed against this contract are subject to the terms and conditions of the contract, except as noted below:

Rental Equipment with Operators for Snow Removal

- (2) Delivery:

DESTINATIONDELIVERY SCHEDULE/DATESAs directed by the District Engineer or his designee.As directed by the District Engineer or his designee.

- (3) This contract does not obligate any funds, or guarantee any work.
- (4) This contract expires five (5) years from contract execution. A Certificate of Insurance is required to be submitted each year.
- (5) Department personnel authorized to place orders under this contract are listed in Section A. General Provisions.
- (6) Orders may be placed against this contract via, FAX, paper, or oral communications by authorized personnel.
- (7) Unless otherwise agreed to, all deliveries under this contract must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
 - (b) Contract Number;
 - (c) V Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Quantity, Unit Price, and Extension of Each Item; and
 - (g) Date of Services.
- (8) The requirements of a proper invoice are as specified in the Basis of Payment of the Special Provisions of the contract. Invoices must be submitted to the address specified within the purchase order transmission issued.
- (9) The terms and conditions included in this contract apply to all services made pursuant to it. In the event of an inconsistency between the provisions of this contract and the Contractor's invoice, the provisions of this contract will take precedence.

Vendor's Signature _____ Date _____

Department Authorize _____ Date _____

The undersigned bidder, _____ whose address is _____
_____ and telephone number is _____
_____ hereby certifies the following:

I/We have carefully examined the services requested, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award a contract, of which contract this proposal and said specifications shall be a part, to provide all necessary machinery, tools, labor and other means of services, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed in the contract.

The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any work will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The submission of this proposal has been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date	No.	Date	No.	Date	No.	Date	No.	Date
-----	------	-----	------	-----	------	-----	------	-----	------

(FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)

Sealed and dated this _____ day of _____ in the year of our Lord two thousand and _____
(20__).

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

Vendor Equipment List Form

Vendor: _____

Hourly Rates	Equipment Rate (without operator)	Available Equipment (Each)
\$ -	Trailer (incidental to operation)	
\$ -	Spreader - Walk Behind (incidental to salt)	
\$ 45.00	Skidsteer Walk Behind without cab (i.e. Dingo, etc.)	
\$ 50.00	Pick up with plow actively used for snow removal	
\$ 75.00	Skidsteer with non-power attachment (blade, bucket)	
\$ 40.00	Tractor 18-36HP with non-power attachment	
\$ 100.00	Dump Truck (Tandom Axle)	
Manpower (includes shove/hand tools)		
\$ 90.00	Laborer/Operator	
Materials (includes spreader)		
\$ 35.00	Calcium Chloride, or equivalent (50 lb bag)	
\$ 30.00	Magnesium Chloride, or equivalent (50lb bag)	
Traffic Control (without operator)		
\$ 1,000.00	Truck Mounted Attenuator (TMA) per day	

Company Representative Signature_____
Date

EMERGENCY SIDEWALK SNOW & ICE REMOVAL DATE:

LENGTH: _____

CONTRACTOR	DATE	DISTRICT MANAGER	DATE
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