

State of Delaware  
DEPARTMENT OF TRANSPORTATION



**INVITATION TO BID**

**SNOW & INCIDENT SERVICES & EQUIPMENT**

Contract Number:

**DOT2620-INCID\_MGMT**

*- Deadline to Respond -*

**TUESDAY, NOVEMBER 3, 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](mailto: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;

**SNOW & INCIDENT SERVICES & EQUIPMENT**

The invitation consists of the following:

**SECTION A – GENERAL PROVISIONS**

**SECTION B – SPECIAL PROVISIONS**

**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 - Notice of Unsatisfactory Performance;**
- D. Attachment D – Vendor Equipment List Form;**
- E. Attachment E – 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](mailto:DOT-ask@delaware.gov).

## SECTION A – GENERAL PROVISIONS

### DESCRIPTION:

This Invitation to Bid (ITB) is issued to cover requirements for the Department of Transportation the Department of Transportation (“DEPARTMENT”) for the rental of equipment and operators for Emergency Snow Removal and Ice Removal as well as other incidents or emergencies for which the DEPARTMENT requires assistance, including but not limited to States of Emergency declared at a National, regional, state or local level, 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              |
| <b>Bid Due Date:</b>                       | 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.

**NEW**



Attendance is not required. DelDOT 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 receipt of 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](mailto: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](mailto:DOT-ask@delaware.gov).

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

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 DelDOT'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](mailto: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 bidder or DEPARTMENT may request an increase in unit prices. Approval of any price adjustment offered by the bidder 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. FUEL ADJUSTMENT COST**

As this RFP considers possible incidents and emergency responses at different times of the year, if fuel costs increase more than 20 cents per gallon over the highest per gallon cost of for the same quarter for the previous year, the per hour rate will be adjusted as follows:

The hourly rate of equipment used will be adjusted based on an average fuel consumption rate of 5 gallons per hour for the actual total increase in fuel cost per gallon. This increase will only apply to usage supported by fuel invoice receipts for that period.

**8. 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.

**9. 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.

**10. 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.

## 11. 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 ITB 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.

## 12. 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.

## 13. 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 800, Dover, DE 19903 – Contract No: DOT2620**

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.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

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.

#### **14. ORDERING PROCEDURE**

Successful vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line 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.

#### **15. PERSONNEL, EQUIPMENT AND SERVICES**

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

#### **16. AUTHORIZED PERSONNEL**

The following Personnel are authorized to activate services under this ITB and any to be entered 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

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

**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

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

Area 22 – 444 Lorewood Grove Road, Middletown, DE 19709

Area 26 – 658 Boyds Corner Road, Middletown, DE 19709

**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

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

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

Area 8 – Cheswold Yard, 4275 Seven Hickories Rd., Cheswold, DE 19936

**Authorized Personnel:**

Matt Lichtenstein, Assistant Director of Transportation Engineering Tim Stynchula Maintenance Engineer

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**South District:**

All of Sussex County

Georgetown Administration Office & Shop 23697 DuPont Highway, Georgetown, DE 19947

Billing contact: Danna Sammons,(302)-853-1321

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

Area 2 – Bridgeville Yard, 8583 E. Newton Rd., Bridgeville, DE 19933

Area 3 - Ellendale Yard, 20368 Milton - Ellendale Hwy, 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

**Authorized Personnel:**

Alastair Probert, Assistant Director of Transportation Engineering Jason McCluskey, Maintenance Engineer

The DEPARTMENT will provide all awarded bidders with a list of Authorized Personnel annually during the contract term to reflect any changes in who is authorized to activate services under this ITB and any awarded 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-Special Provisions.

**18. SUBCONTRACTS**

No Subcontractors will be allowed under this contract.

**19. MINIMUM WAGE RATES:**

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates.

**20. APPENDIXES:**

If included with this ITB, Appendices are made a part of this solicitation and are available for download at the following site: <http://bids.delaware.gov/>.

**21. SIGNAGE LANGUAGE:**

**NEW**



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. 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

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

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.**

**22. BIDDERS MUST BE REGISTERED** with DelDOT in order to submit a bid. Registrations are now completed online through SimpliGov. When completing your registration, be sure to select **Non-Professional Services: Materials and Non-Licensed Services** as your business type. To complete registration or for more information, [click here](#).

**23. 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 – SPECIAL PROVISIONS**

**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.

**2. 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.

**3. 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 <sup>3</sup> | Cubic Meter        | M3                        |
| C.Y.         | Cubic Yard                     | 0.7646      | m <sup>3</sup> | 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 <sup>3</sup> | 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 <sup>2</sup> | Square Meter       | M2                        |
| S.Y.         | Square Yard                    | 0.8361      | m <sup>2</sup> | Square Meter       | M2                        |

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

|       |                                    |        |                          |                               |          |
|-------|------------------------------------|--------|--------------------------|-------------------------------|----------|
| SY-IN | Square Yard-Inch                   | 0.8495 | m <sup>2</sup> -25<br>mm | Square Meter-25<br>Millimeter | M2-25 MM |
| TON   | Ton                                | .9072  | t                        | Metric Ton<br>(1000kg)        | TON      |
| N.A.* | Kip                                | 4.448  | kN                       | Kilonewton                    | N.A.*    |
| N.A.* | Thousand Pounds<br>per Square Inch | 6.895  | MPa                      | Megapascal                    | N.A.*    |

**EMERGENCY RESPONSE DUE TO INCIDENTS OR EMERGENCIES:**

The following information pertains to all roads, regardless of classification, which are identified by the DEPARTMENT for snow and ice removal or treatment throughout the State of Delaware as well as the provision of support of DEPARTYMENT operations in responding to incidents or emergencies. As used throughout this ITB, the term “road” shall mean and include any concrete or paved surface for use by motor vehicles, including but not limited to subdivision streets, municipal streets over which the DEPARTMENT has jurisdiction in whole or in part, road shoulders, roadway cross overs, parking lots, or any road or highway under the jurisdiction of the DEPARTMENT pursuant to 17 *Del. C.* §131, et seq. It also includes any other facilities or locations identified by the DEPARTMENT for which the DEPARTMENT issues a work order to plow or otherwise treat and remove snow and ice or otherwise provide equipment or services covered by this ITB. The following must be adhered to by all awarded bidders:

**CONTRACTORS RESPONSIBILITIES:**

1. All awarded bidders shall provide operators that possess a valid driver’s license for the motor vehicle or operator certification for the equipment they will be operating, a valid U.S. Department of Transportation (“U.S. DOT”) medical certificate (if applicable), and follow all requirements associated with the operation of the equipment to be used.
2. All awarded bidder equipment and attachments included on the Vendor Equipment List, must be operated, and insured by the awarded bidder.
3. All awarded bidders shall furnish and maintain all safety equipment required by the DEPARTMENT, including but not limited to: working lights, horns, load covers, back-up alarms, heaters, wipers, and defrosters. The awarded bidder shall furnish and maintain all exterior lighting systems including overhead emergency rotating or strobe lighting on all equipment associated with this ITB and any to be executed Contract. The emergency lighting may be amber or green in color, but if incorporated, the number of green lights must not exceed the number of amber lights. All emergency lighting, regardless of color, must provide 360° visibility from within 50 feet of the vehicle. Vehicle headlight beam is required to meet all Delaware Motor Vehicle Laws, as set forth in Title 21 of the Delaware Code, concerning visibility both to and from the vehicle with all attachments. The awarded bidders’ equipment and operator shall be required to meet all U.S. DOT, FMCSA and other regulations (if applicable), and state of Delaware Motor Vehicle Laws.
4. Any awarded bidders equipment and operator(s) shall be available seven (7) days a week, twenty-four (24) hours a day. The awarded bidder shall only use operators capable of communicating in English and thoroughly understanding the requirements for providing service as set forth in this ITB and any to be executed contract. The DEPARTMENT reserves the right to deactivate any piece of hired equipment on actual operating time, and to discontinue the use of a piece of hired equipment at any time as field conditions require or if a piece of hired equipment is not performing satisfactorily.

The M&O District Engineer or designee will be the sole judge as to whether a piece of hired equipment is performing satisfactorily and meeting the DEPARTMENT’s operational needs.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

5. All awarded bidder operators shall have a working cellular phone and all equipment must have a full tank of fuel when it reports to the DEPARTMENT assigned report location. The operator shall provide their cellular phone number to the DEPARTMENT's representative at time of reporting if not done in advance. Failure to demonstrate that the equipment has a full tank of fuel, and that the operator has a working cellular phone will make the equipment unusable by the DEPARTMENT if and until all deficiencies are corrected to the DEPARTMENT's satisfaction. Operators shall coordinate the re-fueling of equipment on or close to the assigned service route to minimize disruptions during field operations. At the end of operations, all awarded bidder operators and equipment must be logged out at its assigned Maintenance Area yard or other designated area by the DEPARTMENT representative.
6. All awarded bidders shall establish communications with DelDOT for the duration of this Contract. The Contractor shall provide an email, home/office/cellular phone number or answering service where DelDOT can contact or leave a message for the Contractor seven (7) days a week, twenty-four (24) hours a day.
7. Provide snow and ice plowing, treatment and removal for designated roads throughout the State of Delaware as directed by the DEPARTMENT.
8. Awarded bidder equipment may not be stored on DEPARTMENT property unless previously approved by the M&O District Engineer or designee in advance. There will be no retroactive or after the fact approvals of equipment being stored on DEPARTMENT property. Any awarded bidder equipment that is approved for storage on DEPARTMENT property must be locked and all keys removed from the awarded bidder equipment when not in use. The DEPARTMENT shall not be held liable for any damages to the approved awarded bidder equipment, or any damages caused by or otherwise associated with the storage or misuse of the approved awarded bidder equipment.
9. For plowing operations, completion of a location is defined as bare pavement for the width of the road with snow and ice appropriately placed within the right of way. For debris removal operations, completion of a location is defined as all debris removed from the traveled roadway and from the right of way such that there are no hazards posed to the traveling public which using that roadway. The DEPARTMENT will make the final determination as to when a roadway is cleared of debris, snow or ice.
10. The awarded bidder shall be licensed and insured to perform this type of work in Delaware.
11. The DEPARTMENT will notify selected bidders before each snow or other incident or emergency event, to the extent feasible, of its intent to potentially utilize the contract.
12. The awarded bidder shall mobilize to the assigned location(s) as quickly as possible. Notice To Proceed time is the report time that an Authorized Person directs the Contractor to start Work at a specific Location.
13. All labor, tools, equipment maintenance, and fuel, shall be the responsibility of the awarded bidder.
14. The awarded bidder shall coordinate with the DEPARTMENT to determine the type of equipment used for plowing and treatment of snow and ice from roads based on the below listing of equipment and pricing. The awarded bidder shall also coordinate with the DEPARTMENT to determine the type of equipment to be used for other incident response or emergency operations, including but not limited to debris removal based on the listing of equipment and pricing below. The DEPARTMENT will consider additional equipment and pricing for debris removal or other incident or emergency response operations on an as needed basis. Any equipment not listed may be submitted for review prior to the equipment being utilized.

After the fact approvals of equipment will not occur. The DEPARTMENT anticipates that an awarded bidder may need to contract with third party vendors for certain equipment that the DEPARTMENT identifies as desired for responding to an incident or emergency.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

The awarded bidder will be responsible for renting any additional equipment identified by the DEPARTMENT, procuring insurance on same in the amounts required by this ITB and any awarded contract and providing a qualified operator, at rates agreed upon in writing in advance of the rental.

15. 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.
16. 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.
17. The contractor shall exercise caution when performing work around pedestrians, vehicles, structures, poles, utilities, etc.
18. All snow and ice that is removed shall be placed adjacent to the road so as not to harm any structure or plant life near the road, when possible given conditions then existing. When directed by the DEPARTMENT snow and ice shall be hauled away to another location as directed by the DEPARTMENT.
19. Once a roadway is plowed or treated the contractor shall re-apply de-icing material at the direction of the Department. The de-icing material shall only be those materials supplied by the DEPARTMENT as discussed below in the sections headed "SALT".
20. 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. When an operator takes an extended break (any period of time longer than 30 minutes in a four (4) hour period).
  - e. 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.
  - f. Cannot plow or clear the designated sidewalk for any reason.
  - g. When each assigned location has been cleared.

**CONTRACTOR DAMAGE RESPONSIBILITY:**

It will be the sole responsibility of the awarded bidder to repair and/or replace in kind any property damage created while performing snow and ice removal and treatment under this contract as well as any other incident or emergency response or services authorized under this ITB. 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 or other incident or emergency response, the awarded bidder 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. All awarded bidders 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. Beginning and ending of the road location and mileage cleared or treated.
  - c. If supporting debris removal or other incident or emergency operations, volume/tonnage of materials transported, type of materials transported (household debris/waste, trees/brush. Etc.) and dump location(s) for each debris type.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

- 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 or supporting other incident or emergency operations shall be mutually agreed upon by the awarded bidder 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 or incident or emergency response 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 or assisting in incident or emergency response.
  - k. When an awarded bidder is contacted and asked to report at a pre-determined time beyond three hours of the call, the awarded bidders time will start at that pre-determined time, provided the truck arrives at or before that time in working order ready to perform operations. For example, if the awarded bidder is contacted at 4:00 pm and asked to report at 10:00 pm, the awarded bidders time will start at 10:00 pm provided the truck arrives by 10:00 pm in working order and ready to perform operations. The awarded bidder will not be compensated for early arrival. Reporting late may be considered a "failure to respond."
  - l. When an awarded bidder is contacted and asked to report immediately for snow and ice removal operations or in support of other incident or emergency operations, the awarded bidders truck and operator shall report to the M&O Maintenance Area yard or other designated area in working order and ready to perform incident or emergency operations within three hours of notification by the DEPARTMENT except when the awarded bidder receives notification at night (6:00 pm to 6:00 am), when the response time is reduced to two hours. The awarded bidders time will start when the truck arrives at the reporting site in working order and ready to perform operations. Reporting late may be considered a "failure to respond."
  - m. When an awarded bidder is contacted and asked to report immediately for snow and ice removal operations or other incident or emergency operations, the awarded bidders pay will begin at the time of notification if and only if the truck arrives in working order within an hour of said notification. For example, the awarded bidder is contacted at 6:00 pm, asked to report immediately, and the awarded bidders equipment or truck arrives at the reporting site by 7:00 pm. The awarded bidders starting time for payment will be 6:00 pm. If the awarded bidders equipment arrives beyond an hour of said notification, his/her time will begin when the awarded bidder equipment arrives.
2. The awarded bidder shall submit a detailed invoice to the designated DEPARTMENT representative within seven (7) calendar days after each event where services and equipment are provided. If the event duration is over seven (7) calendar days the contractor shall submit weekly invoices. Invoices shall contain the following information at a minimum:
- a. It is the responsibility of the awarded bidder to submit and verify hours worked and sign the submittal sheet. Invoices shall be emailed from the email address provided on the Vendor Equipment List (Attachment 2). Pre-season retainer invoices must be submitted by December 16, 2026. All final invoices for hours of work and post-season retainers must be submitted within seven (7) working days from the completion of work to the M&O District Engineer or designee. Any delinquent invoices will result in the awarded bidder receiving a "Notice of Unsatisfactory Performance".
  - b. The awarded bidder shall provide invoices which include the invoice date, the complete company name, business address, company email address, Contractor's Federal ID Number (preferred) or Social Security Number, BPO Number, Event Number, Item Number and Description of Equipment Type/Configuration, equipment rate, total hours billed per piece of equipment, down time (if applicable), invoiced amount per piece of equipment, and total amount invoiced, in addition to the date(s) and times per the invoice template. All supporting documentation requested or provided by the M&O District Engineer or designee at the end of each winter event must be submitted with each invoice for payment. Failure to comply with this item may result in delay of payment.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

- c. Hourly Rates will be paid in accordance with the Hourly Rates for Snow and Ice Removal Services section of this ITB, as confirmed in the contract executed with each awarded bidder. Each piece of awarded bidder equipment shall be assigned, by the M&O District Engineer or designee, to a specified route or routes that best suits the facility's immediate operational needs. Route assignment(s) may vary from event to event, or at any time during a winter event.
3. The DEPARTMENT may withhold payment in whole or in part to an awarded bidder under the following circumstances:
- a. The DEPARTMENT may issue a Notice of Unsatisfactory Performance ("NUP") for a single piece of equipment, multiple pieces of equipment or for all awarded bidder owned equipment. The first NUP is grounds for loss of 50% the post retainer fee per piece of affected equipment. The awarded bidder is further notified to correct the noted deficiency prior to the next callout.
    - i. Unsatisfactory Performance includes but is not limited to:
      - 1. An accepted piece of equipment not being available for a storm when requested.
      - 2. A previously accepted piece of equipment is unable to perform at the same level as when originally accepted.
      - 3. An accepted piece of equipment leaves a storm/incident/emergency without approval from the Department.
  - b. A second NUP, for any infraction, will cause a nonpayment of the post-season retainer and will be grounds for termination of the awarded Contract.
  - c. Upon notification of termination, the awarded bidder shall immediately cease working for the DEPARTMENT and all payments, including the post-season retainer(s) and any outstanding minimum payment guarantee(s) will be stopped on the date of termination. In addition, the awarded bidder shall return all DEPARTMENT owned equipment to the designated M&O District Facility. Failure to return any DEPARTMENT owned equipment within 30 days of said notification will result in the awarded bidder being invoiced for the total replacement cost of any DEPARTMENT owned equipment. The awarded bidder shall also be barred from being awarded any additional DEPARTMENT contracts until the full amount of the invoice is paid in full, as permitted by Title 29, Chapter 69.

**PAYMENT/COMPENSATION STANDARDS:**

- 1. Compensation to the Contractor for Tri-Axle Dump Truck, Tandem Axle Dump Truck, Single Axle Dump Truck and 4x4 pick up:
  - a. The DEPARTMENT will pay a pre-season retainer fee per piece of equipment paid at the start of the winter season, based upon the formula/schedules set forth below to encourage participation and availability of equipment that Vendors may not otherwise maintain in their fleet;
  - b. The DEPARTMENT will pay a guaranteed minimum payment for the season for each piece of equipment;
  - c. The DEPARTMENT will pay the pre-determined minimum hourly rate for each piece of equipment with operator, as set forth herein;
  - d. The DEPARTMENT will pay a post-season retainer fee to encourage vendors to retain equipment to ensure its availability for following years covered by this ITB and any extension agreement.
- 2. The following payments are what is contemplated by this ITB for each identified equipment type:
  - A. **Tri-Axle Dump Truck** (per each identified/contracted piece)  
\$500 Pre-season retain. fee

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

\$8,000 minimum payment Spreader and Plow  
\$6,000 minimum payment Plow only  
\$275 Hourly rate with operator  
\$500 Post season retain fee

**B. Tandem Axle Dump Truck** (per each identified/contracted piece)

\$500 Pre-season retain. fee  
\$7,000 minimum payment Spreader and Plow  
\$5,000 minimum payment Plow only  
\$250 Hourly rate with operator  
\$500 Post season retain fee

**C. Single Axle Dump Truck** (per each identified/contracted piece)

\$500 Pre-season retain. fee  
\$6,000 minimum payment Spreader and Plow  
\$4,000 minimum payment Plow only  
\$225 Hourly rate with operator  
\$500 Post season retain fee

**D. 4x4 Pick up with Plow**, this contemplates ½ ton, ¾ ton and 1-ton trucks without dump bodies(per each identified/contracted piece)

\$350 Pre-season retainer fee  
\$3,000 minimum payment Spreader and Plow  
\$2,000 minimum payment Plow only  
\$125 Hourly rate with operator  
\$350 Post season retain fee

**E. Compensation for Other Equipment:** (per each identified/contracted piece)

**1. Loader minimum 2 Cubic Yard bucket**

\$250 Hourly rate with operator

**2. Grader minimum 28,001 GVW rating**

\$250 Hourly rate with operator

**3. Grapple Saw Truck 2 Ton minimum capacity**

\$250 Hourly rate with operator

**4. Bucket Truck (75' minimum) and Chipper (15" minimum)**

\$300 Hourly rate with operator

**5. Chipper Truck (15" minimum)**

\$125 Hourly rate with operator

**6. Tree Handler (36" saw)**

\$650 Hourly rate with operator

7. Gradall pricing for equipment with operator shall be negotiated and agreed upon in advance of any utilization.

8. Roll Off Dumpsters: pricing will be negotiated in advance of any usage, to include the per ton disposal cost.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

9. Other specialized equipment identified by the DEPARTMENT not specifically identified. Pricing for equipment, including any rental, insurance, and operator will be negotiated in advance of any utilization.

**3. The DEPARTMENT shall pay the retainer fees after the following requirements are met:**

- a. Each piece of the Contractor's equipment including plow must meet the specifications of this Contract and pass a DelDOT inspection by the close of business on November 15, 2026 by the M&O District Engineer and the Equipment Superintendent. Once the Contract is reviewed and Contractor is selected, the Contractor will be contacted by the M&O District Equipment Superintendent to schedule an inspection for each piece of equipment under Contract.
- b. If a piece of Contractor equipment does not pass a DelDOT inspection on or before November 15, 2026 but does pass by the close of business on November 30, 2026, the Contractor shall receive 50% of the pre-season retainer. If a piece of Contractor equipment does not pass a DelDOT inspection or meet the terms above by the close of business on November 30, 2026, the Contractor shall not receive the pre-season retainer and DelDOT may terminate the Contract for default. Pre-season retainer invoices shall not be processed until all the required documents for Contract activation have been provided to DelDOT.

**1. Equipment Specifications for Snow Plows**

- a. **Snowplow** – awarded bidder must have an installed and functional angle reversible snowplow for highway use for the Tri-Axle, Tandem Axle and Single Axle dump trucks. The plow shall be 11-foot in length and a minimum of 40 inches in height throughout its entire length, unless otherwise specified by the District Engineer or designee prior to the winter season. The plow must be capable of installation on a 33,000-pound G.V.W. truck (minimum) and be fully operational, unless otherwise specified. Examples of this plow type include, but are not limited to, manufacturers such as Henderson, Henke, Goodroads, Valk, or Monroe.
- b. **4x4 Pick Up with Snow plow** – Minimum  $\frac{3}{4}$  Ton, 4x4 pick up with plow. Example of this type of plow, but not limited to, Western Prodigy, or Salty Dog.

**2. Equipment Specifications for salt spreaders**

- a. **Manual Spreader Control System** – awarded bidder must have, at minimum to qualify for compensation, a manually controlled hydraulic spreader controller operated by valves to independently control auger speed and spinner output flow in proportionate ratios to allow for various application rates.

**3. Minimum Payment Guarantees for Snow and Ice Removal Operations**

The following minimum payment guarantees, separate from any pre or post-season retainer, will be in effect for this all Contracts awarded as a result of this ITB:

- a. DelDOT shall provide a \$8,000 minimum payment guarantee, for each Tri-Axle dump truck **with an owner supplied plow and spreader** provided under this Contract, to offset the Contractor's winter expenditures if the total call-out payments are less than \$8,000.  
This guarantee will not be paid in addition to, but in lieu of hire requirements not totaling \$8,000 for the winter season.

|                                                         |                |
|---------------------------------------------------------|----------------|
| Example: Tri-Axle with owner provided plow and spreader |                |
| Minimum Guarantee                                       | \$8,000        |
| 8 hrs. total worked @ \$275.00 per hr.                  | <u>\$2,200</u> |
| Remaining Guaranteed Amount Total                       | \$5,800        |

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

- b. DelDOT shall provide a \$6,000 minimum payment guarantee, for each Tri-Axle dump truck **with an owner supplied plow** provided under this Contract, to offset the Contractor's winter expenditures if the total call out payments are less than \$6,000. This guarantee will not be paid in addition to, but in lieu of hire requirements not totaling \$6,000 for the winter season.

|                                            |                |
|--------------------------------------------|----------------|
| Example: Tri axle with owner provided plow |                |
| Minimum Guarantee                          | \$6,000        |
| 8 hrs. total worked @ \$275.00 per hr.     | <u>\$2,200</u> |
| Remaining Guaranteed Amount Total          | \$3,800        |

- c. DelDOT shall provide a \$7,000 minimum payment guarantee, for each Tandem Axle dump truck **with an owner supplied plow and spreader** provided under this Contract, to offset the Contractor's winter expenditures if the total call out payments are less than \$7,000. This guarantee will not be paid in addition to, but in lieu of hire requirements not totaling \$7,000 for the winter season.

|                                                            |                |
|------------------------------------------------------------|----------------|
| Example: Tandem axle with owner provided plow and spreader |                |
| Minimum Guarantee                                          | \$7,000        |
| 8 hrs. total worked @ \$250.00 per hr.                     | <u>\$2,000</u> |
| Remaining Guaranteed Amount Total                          | \$5,000        |

- d. DelDOT shall provide a \$5,000 minimum payment guarantee, for each Tandem Axle dump truck **with an owner supplied plow** provided under this Contract, to offset the Contractor's winter expenditures if the total call out payments are less than \$5,000. This guarantee will not be paid in addition to but in lieu of hire requirements not totaling \$5,000 for the winter season.

|                                               |                |
|-----------------------------------------------|----------------|
| Example: Tandem axle with owner provided plow |                |
| Minimum Guarantee                             | \$5,000        |
| 8 hrs. total worked @ \$250.00 per hr.        | <u>\$2,000</u> |
| Remaining Guaranteed Amount Total             | \$3,000        |

- e. DelDOT shall provide a \$6,000 minimum payment guarantee, for each Single Axle dump truck **with an owner supplied plow and spreader** provided under this Contract, to offset the Contractor's winter expenditures if the total call out payments are less than \$6,000. This guarantee will not be paid in addition to, but in lieu of hire requirements not totaling \$6,000 for the winter season.

|                                                            |                |
|------------------------------------------------------------|----------------|
| Example: Single axle with owner provided plow and spreader |                |
| Minimum Guarantee                                          | \$6,000        |
| 8 hrs. total worked @ \$225.00 per hr.                     | <u>\$1,800</u> |
| Remaining Guaranteed Amount Total                          | \$4,200        |

- f. DelDOT shall provide a \$4,000 minimum payment guarantee, for each Single Axle dump truck **with an owner supplied plow** provided under this Contract, to offset the Contractor's winter expenditures if the total call out payments are less than \$4,000. This guarantee will not be paid in addition to, but in lieu of hire requirements not totaling \$4,000 for the winter season.

|                                               |                |
|-----------------------------------------------|----------------|
| Example: Single axle with owner provided plow |                |
| Minimum Guarantee                             | \$4,000        |
| 8 hrs. total worked @ \$225.00 per hr.        | <u>\$1,800</u> |
| Remaining Guaranteed Amount Total             | \$2,200        |

- g. DelDOT shall provide a \$3,000 minimum payment guarantee, for each 4x4 pickup truck **with an owner supplied plow and spreader** provided under this Contract, to offset the Contractor's winter expenditures if the total call out payments are less than \$3,000.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

This guarantee will not be paid in addition to, but in lieu of hire requirements not totaling \$3,000 for the winter season.

|                                                                 |                |
|-----------------------------------------------------------------|----------------|
| Example: 4x4 pickup truck with owner provided plow and spreader |                |
| Minimum Guarantee                                               | \$3,000        |
| 8 hrs. total worked @ \$125.00 per hr.                          | <u>\$1,000</u> |
| Remaining Guaranteed Amount Total                               | \$2,000        |

- h. DelDOT shall provide a \$2,000 minimum payment guarantee, for each 4x4 pickup truck **with an owner supplied plow** provided under this Contract, to offset the Contractor's winter expenditures if the total call out payments are less than \$2,000. This guarantee will not be paid in addition to, but in lieu of hire requirements not totaling \$2,000 for the winter season.

|                                                                 |                |
|-----------------------------------------------------------------|----------------|
| Example: 4x4 pickup truck with owner provided plow and spreader |                |
| Minimum Guarantee                                               | \$2,000        |
| 8 hrs. total worked @ \$125.00 per hr.                          | <u>\$1,000</u> |
| Remaining Guaranteed Amount Total                               | \$1,000        |

#### 4. Automatic Vehicle Location (AVL) on Contractor Trucks

The DEPARTMENT will provide an Automatic Vehicle Location (AVL) device that shall be installed on awarded bidder supplied and accepted Tri-Axle, Tandem Axle and Single Axle dump trucks and 4x4 trucks. Installation will be performed by the Department in the presence of the Contractor. The Department will provide the Contractor with the report time and location with as much notice as possible.

Failure to authorize and assist with the installation of the AVL unit will result in immediate termination of any award under this ITB.

#### 5. Post Season Retainer for Snow and Ice Removal Operations

A. Upon successful completion of this Contract, as determined by the M&O District Engineer or designee, the awarded bidder will receive a post-season retainer fee of \$500 for each single axle, tandem axle and tri-axle dump truck, and \$350 for each 4x4 pickup truck under Contract with DelDOT. The retainer fees will be paid in their entirety at the end of the winter season provided that:

- a. All outstanding invoices, including the post-season retainer invoice(s), from the Contractor have been received by DelDOT no later than May 14, 2027. All items for payment require a detailed invoice from the Contractor.
- b. The Contractor reported ready to work, for every call out, in a timely manner, in the equipment requested, as defined in the Reporting Time section of this Contract.
- c. The Contractor did not receive a "Notice of Unsatisfactory Performance".
- d. The Contractor returned the DelDOT provided AVL in working order.
- e. The Contractor returned, in working order, all DelDOT owned plows that were mounted on the hired equipment. All DelDOT owned equipment must be returned prior to submitting any post-season retainer invoices. In addition, if the Contractor fails to return all DelDOT owned equipment by May 14, 2027, DelDOT will seek full replacement cost for said items.

#### 6. SALT

All salt used on the performance of this contract will be provided by DelDOT from a selected M&O maintenance yard. All salt provided must be applied ONLY to the roadways assigned to the contractor and at the amount specified by DelDOT.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

Any salt not used by the contractor will be returned at the end of each storm event to the maintenance yard.

**DelDOT Salt Spreaders are not available and must be supplied by the Contractor.**

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## **SECTION C – AWARD AND EXECUTION**

### **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.
- d. As a core component of the services being solicited is for snow and ice removal, the DEPARTMENT does intend to use as a factor in evaluating awards whether bidders have dump trucks equipped with bidder owned and maintained plow(s) and/or spreader(s) and have a proven track record of past satisfactory performance with the DEPARTMENT.

### **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 judgment.

## **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**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder(s) for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Transportation.

The State of Delaware requires 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 approvals 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 the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

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

## **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**

### **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.: DOT2620

## **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 vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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

## **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 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.

## 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 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 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 Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

**b. Termination for Convenience**

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

**c. Termination for Non-Appropriations**

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

## 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 proceeding 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 Agency'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 Agency 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 Agency'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](http://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, 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.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

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

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 Agency.

**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**

### **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.

### **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 letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

### **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.**

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## SECTION G - BID SUBMITTAL

- 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](#)
  - **Paper Bids** may be received via; mail, courier, or hand delivered:  
Department of Transportation  
Administration Building  
Contract Administration DOT2620  
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 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.procurement@eunasolutions.com](mailto:support.procurement@eunasolutions.com) for technical questions related to your submission. You can also visit their customer hub at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>.

- 2.** The following provides guidance for preparing your bid for submittal. In the event another Section conflicts with this Section G – Bid Submittal, Section G 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](mailto: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.
- h. Appendices, if any, are included as part of this ITB, and listed on the Attention All Bidders page.

DEPARTMENT OF TRANSPORTATION  
ITB No: DOT2620

- 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** - Notice of Unsatisfactory Performance
- Attachment D** - Vendor Equipment List; One completed form.
- Attachment E** – Daily Work Log; example of how time may be tracked
4. **PROPOSAL SUBMITTAL** – Submit Proposals and all required forms at:
- a. Bonfire Procurement Portal. <https://deldot.bonfirehub.com/portal/> OR;
- b. 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 OPENING**

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## ***SNOW & INCIDENT SERVICES & EQUIPMENT CONTRACT***

VENDOR NAME: \_\_\_\_\_

CONTRACT No: DOT2620-INCID\_MGMT

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:

DESTINATION

DELIVERY SCHEDULE/DATES

As 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 \_\_\_\_\_

**CERTIFICATION FORM**

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 |
|---------------------------------------------------------------------------------------------------------------------|------|-----|------|-----|------|-----|------|-----|------|
| <b>(FAILURE TO ACKNOWLEDGE RECEIPT OF <u>ALL</u> ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)</b> |      |     |      |     |      |     |      |     |      |
| 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

To: \_\_\_\_\_ (Company)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_  
 \_\_\_\_\_ (SV/BV #)\_\_\_\_\_

- ☐ Failure to report for a call out, with the equipment requested, in a timely manner as defined in the Reporting Time section of the contract (designated report time \_\_\_\_\_ time reported \_\_\_\_\_).
- ☐ Failure to keep equipment from striking overhead structures, utility lines, and signals.
- ☐ Failure to report with equipment that has met all contract requirements, prepared to plow snow, or spread salt, as directed by DelDOT.
- ☐ Failure to follow direction of DelDOT personnel until released from operations by the DE or designee.
- ☐ Excessive use or waste of salt.
- ☐ Actions that could endanger the public, DelDOT or hired equipment, and personnel.
- ☐ Failure to maintain adequate communication or report downed equipment to DelDOT representatives between the check in/check out times for the event.
- ☐ Failure to turn in all invoices for payment per the requirements outlined in the contract documents.
- ☐ Failure to maintain minimum required insurance coverage(s), current DOT inspection(s), and current vehicle registration(s) for the duration of this contract
- ☐ Other: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Contractor Representative                      Date

|                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Company: _____<br>Office Phone: _____ FAX: _____<br>Email: _____<br>Address: _____<br><br>1st After Hours Contact Person: _____<br>Home Phone: _____ Cell Phone: _____<br>2nd After Hours Contact Person: _____<br>Home Phone: _____ Cell Phone: _____ | <div> <div> <b>DOT2620-EMERG_SNOW</b> </div> <div> <b>For Office Use Only</b><br/><br/>           Date Issued _____         </div> </div> <div> <b>VENDOR NOTE: YEARLY CERTIFICATE OF INSURANCE REQUIRED!</b> </div> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

[illegible][illegible]

Page 41 of 41