State of Delaware

DEPARTMENT OF TRANSPORTATION

INVITATION TO BID

COARSE AGGREGATE SOUTH DISTRICT

Contract Number:

DOT2621- CRS_AGGSO

- Deadline to Respond -

TUESDAY, DECEMBER 8, 2026

PRIOR TO 2:00 P.M. Local Time

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

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

Responses to Questions will be posted to this project at Bids - Delaware Bids and Contracts, and Bonfire Portal.

ATTENTION ALL BIDDERS:

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

COARSE AGGREGATE SOUTH DISTRICT

The invitation consists of the following:

SECTION A – GENERAL PROVISIONS
SECTION B – SPECIAL PROVISIONS
SECTION C – TECHNICAL SPECIFICATIONS
SECTION D – AWARD AND EXECUTION
SECTION E – GENERAL AUTHORITY
SECTION F – DEFINITIONS
SECTION G – BID REQUIREMENTS
SECTION H – BID SUBMITTAL

ATTACHMENTS

A. **Attachment A - Non-Collusion Statement/Affirmation**;
B. **Attachment B - Subcontractor Information Form**
C. **Attachment C - Business References Form**;
D. **Attachment D - Exception Form**
E. **Attachment E - Confidentiality Form**;

Appendix 1 - Bid Price Form

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

Bonfire Procurement Portal

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

SECTION A – GENERAL PROVISIONS

DESCRIPTION:

This Invitation to Bid (ITB) is issued to cover requirements for the Department of Transportation for the supply of course aggregates to South District.

1. KEY DATES/MILESTONES

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

Activity	Due Date
Written Questions Due No Later Than:	Ten (10) business days prior to Bid Due Date
Written Answers Last Posted No Later Than:	Five (5) business days prior to Bid Due Date
Bid Due Date:	Shown on Page 1 *(May be Superseded by Addendums)*
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 Bonfire Procurement 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

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

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

The Department's response to questions will be posted according to the procurement schedule to the State of Delaware Bid Solicitation Directory Website: http://www.bids.delaware.gov/, and Bonfire Procurement Portal.

Direct contact with State of Delaware employees other than 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 > (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 one (1) year from contract execution.

The contract may be renewed for three (3) additional, one-year extension periods through negotiation between the Vendor and the Department. Negotiation should be initiated no later than ninety (90) days prior to contract termination. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

6. PRICE ADJUSTMENT

Upon expiration of the initial Contract term, each one-year Contract extension may adjust pricing by mutual written agreement. The pricing must cover the full term of the Contract extension period. If the price difference for any extension period exceeds the previous one-year period, approval of the price adjustment shall be at the discretion of the Department. The Department retains the right to reject a request for future year extensions at any time.

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

7. ADDENDA TO THE INVITATION TO BID

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

8. SHIPPING TERMS

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

9. SAMPLES OR BROCHURES

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

10. BID BOND REQUIREMENT

The requirement for a Bid Bond has been waived.

11. PERFORMANCE BOND REQUIREMENT

There is no Performance Bond required.

12. STATE OF DELAWARE BUSINESS LICENSE

If required, 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.

13. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The bidder shall examine carefully this proposal, forms, attachments, and appendices of this ITB. The bidder shall investigate and satisfy itself as to the conditions to be encountered, specifications, quality and quantities of the material to be furnished, and the full requirements of this ITB. The submission of a proposal shall be conclusive evidence that the bidder has made examination of all requirements of this ITB. Bidders are required to fully acquaint themselves as to State procurement laws, regulations and this Invitation to Bid prior to submitting a bid.

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

14. 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.

15. 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. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate.

d. 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: DOT2621

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

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

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

16. 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.

17. PERSONNEL, EQUIPMENT AND SERVICES

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

b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the Department.

18. SUBCONTRACTS

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

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

19. 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: H-Bid Submittal; A-General Provisions; D-Award and Execution; G-Bid Requirements; E-General Authority; B-Special Provisions; Appendixes (if any); then C-Technical Specifications.

20. MINIMUM WAGE RATES:

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates.

21. APPENDIXES:

If included with this ITB, Appendices are made a part of this solicitation and are available for download at the following site: https://deldot.bonfirehub.com/portal/.

22. 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 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.**

23. BIDDERS MUST BE REGISTERED with DelDOT or must have submitted an application for registration with DelDOT, at or before the time of bid submission in order to be considered. Registrations are completed online through SimpliGov. When completing the registration, Bidders must select **Non-Professional Services: Materials and Non-Licensed Services** as their business type. Bidders that are not currently registered with DelDOT must submit their registration application prior to the bid submission deadline.

To complete registration or for more information, click here.

Failure to be registered, or to have submitted an application for registration by the bid submission deadline, may result in the bid being determined non-responsive.

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SECTION B – SPECIAL PROVISIONS

SPECIAL PROVISIONS:

301801 – GABC

301802 – RECYCLED CONCRETE AGGREGATE

Description:

This work consists of providing and delivering GABC as directed by the Department.

Materials:

Coarse Aggregate	Section 1004
Graded Aggregates	Section 1005

Construction:

Deliver the GABC and recycled material to the location(s) identified by the Department.

Method of Measurement:

The Department will measure the quantity of GABC and recycled material as the number of tons delivered and accepted. The Department will determine weight in accordance with Section 109.1.

Basis of Payment:

The Department will pay for GABC and recycled material at the contract unit price per ton. Price and payment constitute full compensation for providing and delivering all materials. Quarry locations shall be provided to the Department at time of bid.

01/24/23

302801 – RICE STONE

302802 – DELAWARE NO. 8 STONE

302803 – DELAWARE NO. 57 STONE

302804 – DELAWARE NO. 67 STONE

Description:

This work consists of providing and delivering stone as directed by the Department.

Materials:

Coarse Aggregate Section 1004

Construction:

Deliver the stone to the location(s) identified by the Department.

Method of Measurement:

The Department will measure stone as the number of tons of stone delivered and accepted. The Department will determine weight in accordance with Section 109.1.

Basis of Payment:

The Department will pay for stone at the contract unit price per ton. Price and payment constitute full compensation for providing and delivering all materials. Quarry locations shall be provided to the Department at time of bid.

01/24/23

707800 – RIPRAP, R-4

707801 – RIPRAP, R-5

707802 – RIPRAP, R-6

707803 – RIPRAP, R-7

Description:

This work consists of providing and delivering riprap as directed by the Department.

Materials:

Stone Section 1006

Construction:

Deliver the riprap to the location(s) identified by the Department.

Method of Measurement:

The Department will measure the quantity of stone riprap as the number of tons for each class of riprap delivered and accepted. The Department will determine weight in accordance with Section 109.1.

Basis of Payment:

The Department will pay for stone riprap at the contract unit price per ton. Price and payment constitute full compensation for providing and delivering all materials. Quarry locations shall be provided to the Department at time of bid.

01/24/23

SECTION C - TECHNICAL SPECIFICATIONS

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. TECHNICAL SPECIFICATIONS:

By reference, the following specifications are incorporated herein:

Department of Transportation, "Standard Specifications for Road and Bridge Construction, January 2026", as amended on the advertisement date of this contract or latest specification at time of advertisement. The attached clauses relate in particular to furnishing of material and represent modifications to and/or clarification of the specifications noted above. In case of conflict, these Special Provisions shall take precedence and shall govern.

BIDDING PROCEDURES

The Department will accept bids on Contract No: DOT2621-CRS_AGGSO encompassing the following Section:

Section 1 – South District DESCRIPTION OF PROJECT

The contractor is advised that this contract is considered a supply contract. The quantities in the proposal are based on estimated needs. Notice is hereby provided that the Department may increase or decrease the quantities purchased as deemed necessary or expedient. An increase or decrease in the quantity will not be regarded as sufficient grounds for an increase or decrease in the unit prices.

SCOPE

The contractor shall supply materials listed within contract and other like material approved by the Engineer to the designated delivery location(s).

DELIVERY PROVISIONS (TIME IS OF THE ESSENCE

Time is of the essence for delivery by the contractor. Delivery must be made within ten (10) state working days after receipt of either written or electronic mail notification. Delivery shall be made during normal business hours of the delivery locations, typically Monday - Friday, 7:00am – 3:00pm. If the material is not delivered in the time allotted, or the specified minimum delivery quantity is not met, the Engineer reserves the right to purchase the needed material on the open market to meet their needs. Costs of open market purchases in excess of those which would have resulted from contract purchases will be back charged to the contractor. Failure to deliver the full order of material by the delivery deadline constitutes default on the part of the Contractor. Delivery may be required to any highway maintenance yard listed. The unit price bid for delivery shall include all charges for equipment and manpower required to deliver to the designated location(s) within the time period specified

SOUTH DISTRICT

Area 1 – Laurel Yard-10930 Salt Barn Rd, Laurel, DE 19956
Area 2 – Bridgeville Yard-8583 East Newton Rd, Bridgeville, DE 19933
Area 3 – Ellendale Yard-20368 Milton Ellendale HWY, Ellendale, DE 19941
Area 5 – Dagsboro Yard-27643 Dagsboro Rd, Dagsboro, DE 19939
Area 20 – Gravel Hill Yard-24450 Lewes Georgetown HWY Georgetown, DE 19947

VERIFICATION OF DELIVERED WEIGHT

The Department may require the delivering vehicle be weighed at a local scale for any delivery location on an occasional basis. Any cost for the scale will be paid by the Department if the weights are comparable to the shipper's tendered weight. The Department shall not give the contractor prior notice of its intent to weigh. This is done to spot-check the accuracy of shipper weights. For deliveries that are weighed, the local scale weight shall be used as the billing weight if the local scale is certified. If incorrect tendered weights are discovered, the Department may require a meeting with the contractor to discuss how the problem will be addressed by the contractor. If the Department is not satisfied with the contractor's response, the Department has the right to cancel the contract as per section B.11 of this agreement.

QUALITY AND SERVICE

Samples of the materials furnished on this contract shall be tested by the Materials and Research Section and/or certified analysis shall be furnished by the manufacturer. Upon award of this contract, the contractor shall promptly notify the Engineer of their proposed sources of materials and make any other related product submissions. This information shall be sent electronically to sourceletters@delaware.gov. The Materials and Research Engineer or their representative may take samples from any shipments received for analysis. The results of such tests shall be final and binding upon all parties concerned in these contracts and subject to the conditions contained herein. If the vendor is required to deliver, the material shall be delivered to the location(s) designated and unloaded. Material damaged by mishandling by supplier will not be accepted.

REJECTION OF MATERIAL

If material specifications are not met, the Engineer has the right to accept the material at a pro-rated payment. The method for determining payment will be based upon the review of the test results and determining the amount of variance of the material in question. Material rejected by the Department that cannot be used due to its specification shall be removed from the Department's property by the contractor immediately. If the rejected material contaminated other material, said material shall also be removed immediately by the contractor. Contractor is liable for all costs incurred by the Department in dealing with the issue, including lost material, freight, lab fees, new procedures to avoid recurrence, etc. The Department has the option to accept an agreed upon settlement it determines is in the best interest of the Department. If the Department is not satisfied with the contractor's handling of the rejected material, the Department may declare the contractor in default of the contract, cancelling the contract and jeopardizing the contractor's ability to bid contracts with the Department.

REGULATORY CHANGES

It is distinctly understood by and between the parties hereto that in the event any U.S. Government or state code or codes affecting this contract, now in existence or that come into existence during the lifetime of this contract and become operative, that all said parties herein shall adhere to the regulations contained in said code or codes and the failure to do so shall be a breach of contract by the party failing to comply as above.

PAYMENT

The Contractor shall submit their vendor identification number and shall be required to have established their W-9 with the Division of Accounting prior to contract execution.

Payment for the material will be made upon presentation of duplicate billing certified to the Engineer and acceptance of the material furnished, verification of delivered weight, and mailed as follows:

Department of Transportation
Maintenance & Operations, South District
23697 DuPont Highway
Georgetown, DE 19947
Attn. Danna Sammons, (302) 853-1321

MATERIALS

Coarse Aggregate shall conform to the requirements of Section 302 of the Standard Specifications for Road and Bridge Construction January 2026. Gradation requirements for the type specified shall be in accordance with those provided in Section 302 and referenced in Section 1004 and these Special Provisions. Gradation requirements for the type specified shall be in accordance with those provided in Section 1004.2 and these Special Provisions.

Acceptance samples shall be taken from the District's Maintenance Yards.

GRADED AGGREGATE BASE COURSE (GABC) shall conform to the requirements of Section 1005, Type B of the Standard Specifications.

RIP RAP shall conform to the requirements of Section 1006.

AASHTO # 1 shall conform to the requirements of Section 1004.

Crushed concrete shall meet the requirements of the Standard Specifications for crushed concrete in Section 1004.

Delaware #8 shall meet the gradations below:

Sieve	Del #8 (% Passing)
½"	100
3/8"	100
¼"	0 - 70
#4	0 - 25
#8	0 - 5
#200	0.0-1.0

The material will be tested in 500 ton lots (minimum). The minimum sampling lots will not be based upon individual delivery loads but 500 ton combined piles. The contractor shall be responsible for the combining of the piles.

Surface Treatment Stone shall consist of Delaware #8 stone.

All stone utilized for surface treatment shall have a maximum of 1.0% passing the #200 sieve when tested according to AASHTO T11. If the test results show greater than 1.0% passing the #200 sieve, the material may be accepted based upon the provisions in the **BASIS OF PAYMENT**.

All surface treatment stone shall have a LA Abrasion (AASHTO T96) maximum % loss of no greater than 30%.

METHOD OF MEASUREMENT

The quantity of material to be paid for shall be the number of TONS of material conforming to all the requirements furnished in accordance with these provisions. Where applicable, weights will only be accepted as showing the actual amount of material delivered if verified by certified and stamped weight slips signed by a certified weigh master on a computer generated delivery ticket or e-ticket.

BASIS OF PAYMENT

The material will be paid for at the unit prices as contained in this Contract, which price and payment shall constitute full compensation for furnishing the material; either, F.O.B. vendor's quarry, or F.O.B. point of delivery, as ordered.

QUANTITY SHEET- COARSE AGGREGATE

South District

Material	Quantity (tons)
Rice Stone	1000
Del #8	27000
GABC	2000
R-4 Rip Rap	3000
R-5 Rip Rap	1000
R-6 Rip Rap	250
R-7 Rip Rap	250
Del #57	6000
Del #67	5000
Crushed Concrete	10000

Break-Out for est. quantities per Area/Yard:

Material	Quantity (Tons)				
	Area 1	Area 2	Area 3	Area 5	Area 20
Rice Stone	0	0	0	0	1000
Del #8	5000	5000	5000	5000	7000
GABC	0	0	200	800	1000
R-4 Rip Rap	500	1000	200	300	1000
R-5 Rip Rap	500	0	0	0	500
R-6 Rip Rap	50	50	50	50	50
R-7 Rip Rap	50	50	50	50	50
Del #57	0	0	500	5000	500
Del #67	500	2000	0	1000	1500
Crushed Concrete	2500	3000	1500	2000	1000

SECTION D – 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 nonresponsive.

c. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Department or its agent, the best interest of the State will be promoted thereby.

2. DISQUALIFICATION OF BIDDERS

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

a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.

b. Evidence of collusion among bidders.

c. Unsatisfactory performance record as evidenced by past experience.

d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.

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

f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

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

3. MATERIAL GUARANTY

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

4. BASIS OF AWARD

The Department shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. In case of error in price extension, the unit price(s) shall prevail. A contract may be awarded to a firm other than the lowest responsible and responsive bidder if, in the opinion of the Department, the interests of the State shall be better served by awarding the contract to other than the lowest bidder.

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 the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department in making judgments.

5. 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 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 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. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Department may decide.

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 where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. 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 for payment 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 E – 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.: DOT2621

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 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. 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.

30. MANDATORY USAGE REPORTING

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to dot-ask@delaware.gov with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes; minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subvendor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

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

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FOR ILLUSTRATION PURPOSES ONLY **Sample Report 1**

State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

Contract Number / Title: _____

See Below for Transaction Detail

E-mail report to **vendorusage@state.de.us** no later than the 15th of each month for prior calendar month usage

Check here if there were no transactions for the reporting period ☐

Supplier Name: _____ State Contract Item Sales $ - Report Start Date: _____
Contact Name: _____ Non-State Contract Item Sales $ - Report End Date: _____
Contact Phone: _____ Total Sales $ - Today's Date: _____

Customer Group	Customer Department, School District, or OTHER - Municipaltiy / Non-Profit	Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)	Item Description	Awarded Contract Item YES/NO	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend (Qty x Contract Proposal Price/Rate)

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to enter agency email . It shall contain the six-digit department and organization code for each agency and school district.

FOR ILLUSTRATION PURPOSES ONLY **Sample Report 2**

State of Delaware
Subcontracting (2nd tier) Quarterly Report

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

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@delaware.gov

SECTION F – 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 G – 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**.**

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

Unless otherwise directed in Section A;

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

3. PRICE NOT CONFIDENTIAL

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

4. COOPERATIVE PRICING

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

5. DISCOUNT

No qualifying 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.**

SECTION H - 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 hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.

   - **Upload your submission at:** Bonfire Procurement Portal

   Important Notes:

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

   Need Help? Please contact Bonfire directly at support.bonfire@eunasolutions.comfor 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. **COMPLETENESS OF SUBMISSION:**

   - Bidders are required to submit all documents, forms, and information requested in this Invitation to Bid (ITB). This includes all required attachments, certifications, statements, registration documents, pricing information, technical materials, and any other items identified as mandatory.

     In accordance with 29 Del. C. § 6923, bids must conform in all material respects to the requirements and criteria set forth in the Invitation to Bid. Bids that fail to include required information or documentation may be determined nonresponsive. DelDOT reserves the right to reject any bid that does not comply with the required submission contents, specifications, or format.

     Bidders are strongly encouraged to carefully review the ITB instructions, required forms, and submission checklist, if applicable, prior to submitting their bid to ensure the submission is complete and compliant.

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

   When preparing your submittal, please consider the following:

   a. It is the bidder's responsibility to read and understand the full ITB advertisement and associated documents.
   b. Email any questions to DOT-ask@delaware.gov
   c. Take note of the schedule and timing of events described in Section A.
   d. Check Section A to determine if SAMPLES OR BROCHURES are requested. Do not include unless requested.
   e. Unless otherwise described, all Shipping Terms are F.O.B. Destination; Freight Pre-paid and Allowed. This means the Department is not liable for any freight charges. Be sure and include these costs within your pricing.

f. Check Section A to determine if there is a BID BOND REQUIREMENT.

g. Subcontracting is permitted under this contract unless otherwise prohibited. However, every subcontractor shall be identified on the Subcontractor Information Form (*Attachment B*) and submitted with your bid.

h. Appendices, if any, are included as part of this ITB, and listed on the Attention All Bidders page.

i. BID SUBMITTALS: Bids must be received by the Department before the date and time of the Public Bid Opening. The Department maintains strict adherence to this requirement. As an example, if the Bid Opening is advertised as 2:00 P.M. Local Time, bids will not be accepted after 1:59:59 P.M.

3. ATTACHMENTS – Each of the following forms must be submitted with the bid, no substitution of forms is permitted.

Attachment A - Non-Collusion Statement/Affirmation; One completed, signed and notarized statement.
MUST HAVE SIGNATURES AND NOTARY.

Attachment B - Subcontractor Information Form; One completed and signed form for each subcontractor.
If no Subcontractors, submit form and mark it N/A.

Attachment C - Business References Form; One or more, completed forms.
Please provide references other than State of Delaware employees.

Attachment D - Exception Form; One completed form.
Enter issues on the form or check box if no exceptions. Form must be included.

Attachment E - Confidentiality Form; One completed form.
Enter issues on the form or check box if no confidential or proprietary information is claimed. Form must be included.

4. APPENDICES – APPENDIX 1 must be submitted with the bid, no substitution of forms is permitted.

APPENDIX 1. – **Bid Price Form**; download from https://deldot.bonfirehub.com/portal/, complete, submit with your Bid. *This form is in Excel format. Complete and submit the form in Excel format.*

5. **PROPOSAL SUBMITTAL** – Submit Proposals and all required forms at: Bonfire Procurement Portal.

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

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

Attachment A

NON-COLLUSION STATEMENT/AFFIRMATION

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal**, and further certifies that it is not a sub-vendor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the Delaware Department of Transportation.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment D, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Transportation.

COMPANY NAME _____ (Check one)

	Corporation
	Partnership
	Individual

*** NAME OF AUTHORIZED REPRESENTATIVE _____ (sign at bottom of page)

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

SIGNER EMAIL _____ COMPANY EMAIL _____

FEDERAL E.I. NUMBER _____ DELAWARE BUSINESS LICENSE # _____

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

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

_____

*** **SIGNATURE** _____ **TITLE** _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND SUBMITTED WITH YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment B

SUBCONTRACTOR INFORMATION FORM

STATEMENT BY PROPOSING VENDOR	
Proposing Vendor Name:	Mailing Address:
SUBCONTRACTOR NAME:	Subcontractor *Office of Supplier Diversity* Classification: Certification Number: _____
Mailing Address:	Women Business Enterprise ☐ Yes ☐ No Minority Business Enterprise ☐ Yes ☐ No Disadvantaged Business Enterprise ☐ Yes ☐ No Veteran Owned Business Enterprise ☐ Yes ☐ No Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No
DESCRIPTION OF WORK FOR SUBCONTRACTOR:	

NAME OF PERSON SIGNING	BY (*Signature)*	DATE SIGNED
TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor

Subcontractors are subject to the approval and acceptance by the Department.

Number of SUBCONTRACTOR INFORMATION FORMS submitted: _____

Attachment C

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

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

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

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

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

DELDOT PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment D

ITB EXCEPTIONS FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this ITB. If the vendor is submitting the proposal without exceptions, please check the box below.

☐ **By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.**

……

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

The Department maintains sole discretion to reject any vendor exceptions that are submitted.

Page and Paragraph #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: Vendor may use additional copies of this form as necessary, but format shall remain the same.

Attachment E

CONFIDENTIALITY FORM

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

Refer to **SECTION G – BID REQUIREMENTS, paragraphs 10 and 11.**

Confidentiality and Proprietary Information

Note: Vendor may use additional copies of this form as necessary, but format shall remain the same.