

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

PROPOSAL REQUEST

for

COMPETITIVE SEALED PROPOSALS
(29 Del.C, §6924)

CONTRACT DOT1503-SNOW&EMERGENCY

EMERGENCY & SNOW REMOVAL SERVICES

STATEWIDE

ADVERTISEMENT DATE: April 27, 2015

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2001

Responses will be received in the Bidder's Room, Transportation Administration Center, 800 Bay

Road, Dover, Delaware until 2:00 P.M. local time **Thursday May 28, 2015** and anytime thereafter.

Contract No. DOT1503-SNOW&EMERGENCY

EMERGENCY & SNOW REMOVAL SERVICES

STATEWIDE

DESCRIPTION

This contract provides for the rental of equipment and operators for Emergency Snow Removal and/or Sidewalk Snow and Ice Removal as well as other emergencies, as designated in the proposal and as ordered by the Assistant Director Transportation Engineering or their authorized representative. It is intended this contract will be awarded to multiple vendors.

PROSPECTIVE BIDDERS NOTE:

1. QUESTIONS regarding this project are to be e-mailed to dot-ask@state.de.us no less than six business days prior to the proposal opening date in order to receive a response. Please include DOT1503 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
 2. No retainage will be withheld on this contract.
 3. The Department's External Complaint Procedure can be viewed on DelDOT's Website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
-
4. Bidders should note that the Department is not able to utilize your services without a current Certificate of Insurance on file. The Department urges all vendors to submit the required Certificates of Insurance prior to the snow events.

**STATE OF DELAWARE
CONSTRUCTION ITEMS UNITS OF MEASURE**

English Code	English Description	Multiply By	Metric Code	Metric Description	Suggested CEC Metric Code
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m ³	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m ³	Cubic Meter	M3
EA-DY	Each Day	N/A	EA-DY	Each Day	EA-DY
EA-MO	Each Month	N/A	EA-MO	Each Month	EA-MO
EA/NT	Each Night	N/A	EA-NT	Each Night	EA/NT
EACH	Each	N/A	EA	Each	EACH
GAL	Gallon	3.785	L	Liter	L
HOURL	Hour	N/A	h	Hour	HOURL
INCH	Inch	25.4	mm	Millimeter	MM
L.F.	Linear Foot	0.3048	m	Linear Meter	L.M.
L.S.	Lump Sum	N/A	L.S.	Lump Sum	L.S.
LA-MI	Lane Mile	1.609	LA-km	Lane-Kilometer	LA-KM
LB	Pound	0.4536	kg	Kilogram	KG
MFBM	Thousand Feet of Board Measure	2.3597	m ³	Cubic Meter	M3
MGAL	Thousand Gallons	3.785	kL	Kiloliter	KL
MILE	Mile	1.609	km	Kilometer	KM
S.F.	Square Foot	0.0929	m ²	Square Meter	M2
S.Y.	Square Yard	0.8361	m ²	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m ² -25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

CLARIFICATIONS:

Under any Section or Item included in the Contract, the Contractor shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details and notes on the Plans and in the paragraphs preceding the "Basis of Payment" paragraph in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

ATTESTING TO NON-COLLUSION:

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

TAX CLEARANCE:

As payments to each vendor or contractor aggregate \$2,000, the Division of Accounting will report such vendor or contractor to the Division of Revenue, who will then check the vendor or contractor's compliance with tax requirements and take such further action as may be necessary to insure compliance.

LICENSE:

A person desiring to engage in business in this State as a contractor shall obtain a license upon making application to the Division of Revenue. Proof of said license compliance to be made prior to, or in conjunction with, the execution of a contract to which he has been named.

CONTRACTOR / SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

(b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency.

No Subcontractors will be allowed under this contract.

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

SUPPLEMENTAL SPECIFICATIONS TO THE AUGUST 2001 STANDARD SPECIFICATIONS

**EFFECTIVE AS OF THE ADVERTISEMENT
DATE OF THIS PROPOSAL
AND INCLUDED BY REFERENCE**

**The Supplemental Specifications can be viewed and printed from
the Department's Website.**

To access the Website;

- in your internet browser, enter; <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is;

http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.

SPECIAL PROVISIONS

EMERGENCY & SNOW REMOVAL SERVICES

STATEWIDE

SPECIAL PROVISIONS

These Special Provisions represent modifications and revisions to the "Delaware Standard Specifications for Road and Bridge Construction, August, 2001" and whenever these Special Provisions differ from the Standard Specifications these Special Provisions will govern.

1. GENERAL DESCRIPTION:

This solicitation establishes the terms and conditions under which the Delaware Department of Transportation may rent Equipment and/or Operators for Snow Removal and/or other Emergency Services. The Department of Transportation is obligated only to the extent of authorized services actually requested under this contract. An increase or decrease in the quantity will not be regarded as sufficient grounds for an increase or decrease in the rental rate prices.

It is further understood and agreed between the parties that through the execution of this contract, the DEPARTMENT does not promise or agree to rent any equipment. The sole purpose of this contract is to establish the rental costs and availability if the DEPARTMENT should decide to rent any particular equipment and/or operators for Emergency Snow Removal or other emergencies.

2. BASIS OF AWARD:

Award of this contract will be made to multiple qualified bidders that furnish all necessary information and materials required to complete the work as outlined in these specifications. All bidders will receive a response from the DEPARTMENT.

3. CONTRACT TERM:

The term of this contract shall begin upon execution of the contract and end on April 30, 2018. This contract may be extended for two (2) additional, one year terms through negotiation between the contractor and the Department of Transportation. Negotiations should be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. TERMINATION OF CONTRACT:

The Department may, by written order to the CONTRACTOR, terminate the Agreement or any portion of the Agreement when such termination would be in the best interest of the Department. In the event such termination occurs without fault, and for reasons beyond the control of the CONTRACTOR, all completed items as of the date of termination will be paid for at the contract price as provided in Standard Specifications Subsection 108.11, Termination of Contract.

It is further understood and agreed between the parties that the Director of Maintenance and Operations, at his sole discretion, may cancel or void this Agreement immediately upon the discovery that the CONTRACTOR'S work and/or machinery is unsatisfactory.

5. SCOPE:

The scope of this work is defined as any activity performed by CONTRACTOR, under the direction of the District Engineer or their designee, which requires the use of Rental Equipment and/or Operators for Snow Removal and/or Emergency Services as described herein.

6. FUNDING:

Work included in this contract is dependent on the passage of legislation for the current or upcoming Fiscal Year. It is the intent of the Department to award this Agreement prior to the passage of the legislation. Purchase Orders for the Agreement may be issued at such time as the Legislature approves funding. No material shall be delivered prior to receipt of the Purchase Order. It is to be understood that the contract may be terminated prior to issuance of the "Notice to Proceed." If the Agreement is so terminated, all costs incurred by the CONTRACTOR shall be borne by the CONTRACTOR.

7. CLARIFICATIONS:

Under any Section or Item the CONTRACTOR shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details, and in the paragraphs preceding the 'Basis of Payment' in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

8. CONTACT INFORMATION:

The CONTRACTOR shall provide a minimum of two (2) twenty-four (24) hour emergency telephone numbers i.e., office, home, other locality, and/or cell phone numbers. Email address shall be supplied if available.

9. DISTRIBUTION OF EQUIPMENT PROVISIONS:

District Engineer or his designee may require distribution of the rental equipment and/or operator to designated locations other than highway yard(s) within the boundaries of his district to facilitate snow removal operations (Refer to "Basis of Payment" for details).

10. LAWS AND REGULATIONS TO BE OBSERVED:

All permits, licenses, insurance policies, health certificates, etc., required by local, State or Federal laws shall be provided by the CONTRACTOR at their own expense. The Department expects and shall require the CONTRACTOR to familiarize himself with all such laws and regulations now in effect and those put into effect during the term of the contract. Contractors are reminded that this contract does not exempt CONTRACTOR or their employees from any local, State, or Federal motor vehicle laws or regulations.

11. MANDATORY INSURANCE REQUIREMENTS

As part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.

and

- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

and

- f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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

Delaware Department of Transportation
Contract No. DOT1503
Send to Attention of:
Maintenance & Operations
800 Bay Road, Dover DE 19901
Attn: George Unkle

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

The insurance company shall be authorized to do business in the State of Delaware. The CONTRACTOR shall provide the DEPARTMENT with 30-days notice, in the event the policy is cancelled or not renewed.

Nothing contained in this section shall be construed as limiting the CONTRACTOR'S obligation to indemnify the DEPARTMENT due to the CONTRACTOR, the CONTRACTOR'S agents, assignees, servants, or employee's negligence.

The CONTRACTOR shall furnish proof of insurance with the execution of this contract. The CONTRACTOR shall provide proof of insurance to the DEPARTMENT annually, on or before September 1st of each year, during the life of this contract.

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

12. PROPERTY DAMAGE RESPONSIBILITY:

It will be the sole responsibility of the CONTRACTOR to repair and or replace in kind any property damage created while performing snow removal under this contract. The DISTRICT will verify the work locations of the CONTRACTOR to assure that the CONTRACTOR identified created the property damage as reported. Upon identification of the CONTRACTOR that caused the property damage, the said CONTRACTOR will have twenty-working-days to correct the property damage as identified by the DISTRICT. Property damage not corrected by the CONTRACTOR within the twenty-working-days shall give the DISTRICT the authority to hire the services of a contractor to perform the corrective repairs and the invoice for the cost of all work performed will be provided to the CONTRACTOR for payment.

13. PRICING:

The set prices are that for which the rental equipment and operator shall be furnished F.O.B. Destination or point(s) of delivery as indicated in these provisions and shall include all charges that may be imposed during the term of this contract.

14. EXEMPT FROM TAXES:

Articles covered by this proposal are exempt of all FEDERAL and STATE taxes. Such taxes shall not be included in prices quoted. Successful bidders(s) will be required to furnish necessary or applicable tax exemption forms with his (their) invoices.

15. BASIS OF PAYMENT:

It is further mutually agreed between the parties hereto that the hours for the performance of the work shall be as agreed upon, between the CONTRACTOR and the Engineer.

Payment for the use of equipment with operator, supplied under this contract, shall ONLY be for the hours of "OPERATING USE" for that equipment.

Payment for the rental will be made upon presentation of triplicate billing to the Department Maintenance Engineer, or as otherwise directed, as to approval and acceptance of the rental furnished.

16. FUEL ADJUSTMENT COST:

During the winter season, if fuel cost increases more than 20 cents per gallon over the highest per gallon cost of the previous winter season, the per hour rate will be adjusted as follows:

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

17. PRICE ADJUSTMENT:

In future years contract extensions, the CONTRACTOR may request an increase in unit prices. The CONTRACTOR will be required to request any price increases prior to the extension of the agreement. The bid prices in the Agreement extension shall be guaranteed for the period of the contract extension. If the difference requested exceeds the change in the Nationwide All Urban Consumer Price Index (CPI-U), U.S. city average for the same period, approval of any price adjustment offered the CONTRACTOR, above the CPI-U, will be at the discretion of the Director of Maintenance & Operations. The Department retains the right to cancel the future year's extension if any acceptable agreement cannot be reached, with the CONTRACTOR, on the price adjustment.

The CPI-U is calculated as follows:

Current CPI-U - at Purchase Order CPI-U Date = CPI-U Difference

Divide the CPI-U Difference by CPI-U at Purchase Order Date = CPI-U Factor

Move the Factor decimal point over two (2) spaces gives you the % increase for the time period and maximum allowable percentage increase for that purchase.

Example: $173.2 - 165.4 = 7.8$ (difference)
 $7.8 / 165.4 = .047158403$ (factor)
 4.71 % CPI-U for that period.

18. BILLING PROCESS AND WORK DOCUMENTATION:

All work completed under this contract shall be billed within ten business days after the work has been completed, by the CONTRACTOR, and the CONTRACTOR has been released by the DEPARTMENT.

19. DAILY WORK LOG FORM

All work completed by the CONTRACTOR shall be documented on copies of the Daily Work Log Form which is attached to this proposal. The Form for the work-period must be submitted with the billing for the same work-period. Daily Work Log Forms must be accurately completed and documented by the DelDOT Official together with the Contractor's Representative's Signature, Title, Dated and concur with work-period, which shall apply for EACH individual form.

20. AUTHORIZED PERSONNEL

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

Equipment Management Headquarters:

Lawrence J. Hardy, Highway Equipment Manager

North District:

Area north of and including I-95 and I-495, except area west of Rt.7, south of Rt. 2.
Chapman Road Administration Offices & Shop

39 East Regal Blvd., Newark, DE 19713

Billing contact: Heidi Oxley (302) 894-6305

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

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

Authorized Personnel:

Donald Weber, Assistant Director Transportation Engineering

Maureen Kelley, Manager of Expressways Maintenance

Canal District:

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

Bear Administration Offices & Shop (Area 10 & 23)

250 Bear-Christiana Rd, Bear, DE 19701

Billing contact: Debbie Cox, (302) 326-4414

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

Area 22 - 749 Middletown/Odessa Rd., Middletown, DE 19709

Authorized Personnel:

Kevin Canning, Assistant Director Transportation Engineering

Central District:

All of Kent County.

Dover Administration Offices & Shop

930 Public Safety Blvd., Dover, DE 19901

Billing contact: Lanie Thornton, (302) 760-2425

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

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

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

Authorized Personnel:

Shahin Taavoni, Central District Maintenance Engineer

Cindy Davis, Support Services Administrator

South District:

All of Sussex County

Georgetown Administration Office & Shop

23697 DuPont Highway, Georgetown, DE 19947

Billing contact: Lisa Rollison, (302) 853-1321

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

Area 2 - Seaford Yard, 22136 Bridgeville Hwy. (Old US13) Seaford, DE 19973

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

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

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

Authorized Personnel:

Danna Sammons, Support Services Administrator, South District

21. SUBMITTAL OF DOCUMENTS

To be considered for this contract, you must send in the following documents;

- Signed Emergency Snow Removal Contract.
- Signed Certification Sheet
- Completed Schedule of Equipment forms.
- Current Certificate of Insurance (meeting contract requirements).
- Copy of your firm's Delaware Business License.

Documents may to be sent via; mail, courier, fax, or e-mail to:

Susan Ettinger
Equipment Management
Delaware Department of Transportation
PO Box 778
Dover, DE 19903
FAX: (302) 739-7251 (include cover sheet)
E-mail: susan.ettinger@state.de.us

EMERGENCY & SNOW REMOVAL SERVICES

EQUIPMENT SPECIFICATIONS

EQUIPMENT RENTAL:

The CONTRACTOR shall furnish Snow Removal Equipment with operators, equipped with; Safety Lighting*, Implements, Appliances, and necessary Tools, to perform the work and labor required during a specified period of time, and within the stipulated set pricing of this contract.

The CONTRACTOR shall be responsible to assure the Department that all equipment supplied shall have Two (2) fully functioning Headlights and as a minimum one (1) Rear Work Light on all construction equipment used under this contract for all operations along with the Safety Lighting* as described below.

EQUIPMENT MOBILIZATION FEES:

Equipment or operator mobilization fees are not accepted.

It shall be the CONTRACTORS responsibility to manage and inform their equipment operators to report to the specified work location and equipment previously parked at remote locations.

There will be no payment for operator commute to and from the equipment.

SAFETY LIGHTING*:

Safety lighting shall be as stated below in accordance with the current Manual on "Delaware Traffic Controls for Streets and Highway Construction, Maintenance, Utility, and Emergency Operations."

Flashing Lights on Vehicles

Any and All Vehicles within the Work Area Shall Be Equipped With and Display Flashing Lights as Described Below:

1. On Expressways and other high-volume, high-speed roadways (above 50 M.P.H.) an approved light bar or other high-powered strobe system will be required.
2. The referenced flashing lights are not the vehicle emergency flashers, but a separate large rotating amber beacon or strobe light. Said beacon or strobe light shall be mounted on the vehicle in such a manner as to be clearly visible 360 degrees from all directions around the vehicle.
3. These warning lights shall be visible from a distance of not less than 500 feet under normal nighttime atmospheric conditions.

It will be the DISTRICT'S responsibility to inspect the equipment supplied under this contract, used as the point-of-reference, to confirm that the CONTRACTOR equipment meets the above safety lighting standard. Equipment that is found not meeting the above safety lighting standard will not be permitted to be utilized by the CONTRACTOR.

If the CONTRACTOR'S Equipment is discovered, by the DISTRICT, working without meeting the above SAFETY LIGHTING requirements, the equipment shall be removed from service, and no work completed by the deficient equipment shall be paid by the DISTRICT to that point. When the CONTRACTOR corrects the safety lighting deficiency the equipment can be placed back into service.

POWER EQUIPMENT:

The following are descriptions of equipment included on the attached Schedules A & B. If your proposed equipment is outside of the below specifications, list the equipment and its specifications on the attached "Schedule C" blank Schedule of Equipment form. The Department will determine the price per hour with operator and advise for your acceptance.

GRADERS: Diesel Engine Powered with Conventional Transmission or Torque Converter.

G.V.W. Rating		
Unit Code	From & Including	To & Including
G-1	16,500	21,000
G-2	21,001	28,000
G-3	28,001	30,000
G-4	30,001 and Over	

BULLDOZER (CRAWLER TYPE): Angle or Straight Blade, Gear or Torque Converter Drive, Gasoline or Diesel Engine.

H. P. Rating		
Unit Code	From & Including	To & Including
CT-1	0	89
CT-2	90	119
CT-3	120	144
CT-4	145	180
CT-5	181	250
CT-6	251	360
CT-7	361 and Over	

TRUCKS

CONTRACTOR pick-up(s) service truck(s) and tractor and trailer(s) are to be used only when specifically requested by the respective District Engineer and are to be supplied with operator.

Unit Code	DESCRIPTION
P-1	Pick-up
P-2	Pick-up, 1-Ton Dump (10,000 to 17,000 GVW)
TT-1	Tractor & Trailer (20-30 Ton Capacity)
TT-2	Tractor & Trailer (30-40 Ton Capacity)
TT-3	Tractor & Trailer (40-50 Ton Capacity)
DT-1	6-Wheel Dump Truck, 6-Yd Cap. 10 T. Rating
DT-2	10-Wheel Dump Truck, 12-Yd Cap. 20 T. Rating
DT-3	Tri-Axle Dump Truck
FST-1	6-Wheel Fuel/Service Truck
FST-2	10-Wheel Fuel/Service Truck
VBS-1	Dump Truck Spreader (10 Yd.)
VBS-2	Dump Truck Spreader (6 Yd.)
VBS-3	Dump Truck Spreader (for 1-Ton Dump above)
TGS-1	Tail Gate Spreader
RSP-1	Reversible Snow Plow (9ft. To 12ft. Moldboard)
RSP-2	Reversible Snow Plow (7ft. To 9ft. Moldboard)

HEAVY DUTY WHEEL OR RUBBER TRACK TRACTOR
(ALL WHEEL/DRIVE TRACK)

Unit Code		H. P. Rating From & Including	To & Including
WTT-1		60 *	100
WTT-2		101	200
WTT-3		201	275
WTT-4	**	276	and UP
WTT-5	***	276	and UP

* 10' Minimum Front Mounted Angling Blade.

**276 and UP to be supplied with V-Plow 48" x 101" (48" nose high and 101" width cutting edge minimum.

*** with a MINIMUM 12 foot Reversible Plow.

FRONT END LOADER
S.A.E. RATE CAPACITY
CUBIC YARDS

Unit Code	From & Including	To & Including
FEL-1	0	.75
FEL-2	.76	1.25
FEL-3	1.26	2.00
FEL-4	2.01	2.50
FEL-5	2.51	3.00
FEL-6	3.01	4.50
FEL-7	4.51 and UP	

Diesel Engine Crawler Tractor Type, Skid Steer, Agricultural Tractor, General Purpose, or Loader/Backhoe S.A.E. Rates and Capacity Cubic Yards.

Bucket capacity will be that S.A.E rating for the equipment being used (as listed by A.E.D.) unless prior notification is given an agreement reached on an exception to this method.

SIDEWALK CLEARING:

The following information deals with sidewalk snow and ice removal throughout the State of Delaware. The following must be adhered to.

CONTRACTORS RESPONSIBILITIES:

1. Provide snow and ice removal for designated sidewalks throughout the State of Delaware after the accumulation of a minimum of four (4) inches of snow and ice as reported on the DelDOT website for Official Snowfall Accumulations or as directed by the DelDOT representative. (<http://www.deldot.gov/public.ejs?command=PublicSnowfallAccumulation>)
2. The contractor shall be licensed and insured to perform this type of work in Delaware.
3. Sidewalk snow and ice removal operations are expected to begin within 2 days after the storm has ended and DelDOT has completed the plowing of the roadway including travel lanes and shoulders.
4. The contractor shall mobilize to assigned location(s) within twelve (12) hours of notification from DelDOT.
5. All labor, tools, equipment maintenance, fuel, and approved de-icing material shall be the responsibility of the contractor.
6. The contractor shall coordinate with the DelDOT representative to determine the type of equipment used for removal of snow and ice from the sidewalk based on the rental list provided. Any equipment not listed may be submitted for consideration.
7. The contractor shall follow all general trade practices and procedures and perform all work in accordance with all applicable OSHA guidelines and within all local, state, and federal codes and laws.
8. All personnel working in the state right-of-way shall wear high-visibility safety apparel that is labeled as meeting the Performance Class 3 requirements of ANSI 107-2004. Class 3 high-visibility safety vests have sleeves.
9. The contractor shall supply a truck mounted attenuator (TMA) in advance of each work zone location.
10. The contractor shall exercise caution when performing work around pedestrians, vehicles, structures, etc.
11. All snow and ice that is removed shall be placed adjacent to the sidewalk so as not to harm any structure or plant life near the sidewalk. When possible all snow and ice shall be blown or shoveled away from the roadway.
12. Once the sidewalk is cleared the contractor shall apply de-icing material per the product specifications. The de-icing material shall be approved for use on concrete sidewalks.
13. The contractor shall immediately notify DelDOT if any of the following occurs:
 - a. Unable to begin work at the appointed time.
 - b. Inability to call in sufficient personnel.
 - c. Equipment breaks down while working.
 - d. If property or vehicles are damaged while performing work.
 - e. Cannot plow the designated sidewalk due to other reasons.
 - f. When each assigned location has been cleared.

CONTRACTOR DAMAGE RESPONSIBILITY:

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

DAILY WORK RECORD AND BASIS OF PAYMENT:

1. The contractor shall maintain a daily record for each assigned location where personnel and equipment are used. The report shall include:

- a. Names of personnel and equipment used.
- b. Quantity and type of de-icing materials used.
- c. Beginning and ending of the sidewalk location and linear feet cleared.
- d. Notations and descriptions of property damage and/or unusual conditions confronted by the contractor.
- e. Hours worked performing snow and ice removal shall be mutually agreed upon by the contractor and DelDOT representative.
- f. Supervisors and their associated equipment are incidental to the operation and shall not be invoiced.
- g. Pick-up trucks not being used directly in the snow and ice removal operation shall not be invoiced; for example, pick-up trucks driven to the work station by equipment operators and then idle for the majority of the operation shall not be invoiced.
- h. The hourly rate for each piece of equipment and personnel shall be the same regardless of the time of day or night. No overtime shall apply.
- i. In lieu of mobilization fees, drop-off fees, or travel time, 1 hour will be added to the total hours worked performing snow and ice removal.

2. The contractor shall submit a detailed invoice to the designated DelDOT representative within seven (7) calendar days after each event. If the event duration is over a week the contractor shall submit weekly invoices.

REQUIRED FORMS

CONTRACT: DOT1503-SNOW&EMERGENCY

EMERGENCY SNOW REMOVAL CONTRACT

VENDOR NAME: _____

CONTRACT No: DOT1503-SNOW&EMERGENCY

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

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

Rental Equipment with Operators for Snow Removal

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

As directed by the District Engineer or his designee.

As directed by the District Engineer or his designee.

- (3) This contract does not obligate any funds, or guarantee any work.
- (4) This contract expires April 30 each year and may be extended for one year by re-submission of this contract. In no event shall the term of this contract extend beyond April 30, 2015. If extending, you must also submit a current Certificate of Insurance.
- (5) Department personnel authorized to place orders under this contract are listed in Section 20.
- (6) Orders may be placed against this contract via, FAX, paper, or oral communications by authorized personnel.
- (7) Unless otherwise agreed to, all deliveries under this contract must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
 - (b) Contract Number;
 - (c) V Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Quantity, Unit Price, and Extension of Each Item; and
 - (g) Date of Services.
- (8) The requirements of a proper invoice are as specified in the Basis of Payment of the Special Provisions of the contract. Invoices must be submitted to the address specified within the purchase order transmission issued.
- (9) The terms and conditions included in this contract apply to all services made pursuant to it. In the event of an inconsistency between the provisions of this contract and the Contractor's invoice, the provisions of this contract will take precedence.

Vendor's Signature _____ Date _____

Department Authorize _____ Date _____

CERTIFICATION

Contract No. DOT1503-SNOW&EMERGENCY

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

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

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

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

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

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

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

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

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

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

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

SCHEDULE A

Name of Company: _____ Office Phone: _____ FAX: _____ Email: _____ Address: _____ _____ 1st After hours Contact Person: _____ Home Phone: _____ Cell Phone: _____ 2nd After Hours Contact Person: _____ Home Phone: _____ Cell Phone: _____	DOT1503-SNOW & EMERGENCY <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> For Office Use Only Date Issued _____ Agreement Number: DOT1503-SNOW&EMERGENCY VENDOR NUMBER: V _____ </div> VENDOR NOTE: YEARLY CERTIFICATE OF INSURANCE REQUIRED!
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UNIT CODE	DESCRIPTION OF EQUIPMENT with Operator	MAKE	MODEL	UNITS AVAILABLE	PRICE PER HOUR
G-1	EXAMPLE: Grader 16,500 - 21,000 G.V.W. Rating	Champion	C70A	4	\$ 141.25
G-1	Grader 16,500 - 21,000 G.V.W. Rating				\$ 141.25
G-2	Grader 21,001 - 28,000 G.V.W. Rating				\$ 175.00
G-3	Grader 28,001 - 30,000 G.V.W. Rating				\$ 210.00
G-4	Grader 30,001 & Over G.V.W. Rating				\$ 252.50
CT-1	Bulldozer (Crawler Type) 60 - 89 H.P. Rating				\$ 101.25
CT-2	Bulldozer (Crawler Type) 90 - 119 H.P. Rating				\$ 122.50
CT-3	Bulldozer (Crawler Type) 120 - 144 H.P. Rating				\$ 135.38
CT-4	Bulldozer (Crawler Type) 145 - 180 H.P. Rating				\$ 178.75
CT-5	Bulldozer (Crawler Type) 181 - 250 H.P. Rating				\$ 253.75
CT-6	Bulldozer (Crawler Type) 251 - 360 H.P. Rating				\$ 271.25
CT-7	Bulldozer (Crawler Type) 361 - ----- H.P. Rating				\$ 333.75
P-1	Pick-up Trk.				\$ 53.75
P-2	Pick-up Trk., 1-Ton, 6-Wheel Dump (10k to 17k GVW)				\$ 68.50
FST-1	6-Wheel Fuel/Service Truck				\$ 65.50
FST-2	10-Wheel Fuel/Service Truck				\$ 75.50
TT-1	Tractor & Trailer (20 - 30 Ton Capacity)				\$ 131.25
TT-2	Tractor & Trailer (31 - 40 Ton Capacity)				\$ 133.75
TT-3	Tractor & Trailer (41 - 50 Ton Capacity)				\$ 137.50
DT-1	6-Wheel Dump Trk. (6 Yd. Cap. 10 Ton Rating)				\$ 87.50
DT-2	10-Wheel Dump Trk. (12 Yd. Cap. 20 Ton Rating)				\$ 108.75
DT-3	Tri-Axle Dump Trk. (25 Ton Rating)				\$ 125.00

Note: Indicate which counties you wish to work in by placing a check in the blanks that apply.
 ___ New Castle County ___ Kent County ___ Sussex County ___ STATEWIDE
**** This Form May Be Reproduced As Many Times As Needed ****

NOTE: YEARLY CERTIFICATE OF INSURANCE REQUIRED

SCHEDULE B

This form may be reproduced

Name of Company _____

Office Phone: _____ FAX: _____

Email: _____

Address: _____

1st After hours Contact Person: _____

Home Phone: _____ Cell Phone: _____

2nd After hours Contact Person: _____

Home Phone: _____ Cell Phone: _____

DOT1503-SNOW & EMERGENCY**For Office Use Only**

Issued : ____/____/____

Vendor ID #: V _____

VENDOR NOTE:**YEARLY CERTIFICATE OF
INSURANCE REQUIRED!**

UNIT CODE	DESCRIPTION OF EQUIPMENT with Operator	MAKE	MODEL	UNITS AVAILABLE	PRICE PER HOUR
VBS-1	Dump Truck Spreader (6 Yd.)				\$ 11.25
VBS-2	Dump Truck Spreader (10 Yd.)				\$ 17.50
VBS-3	Dump Truck Spreader (For 1-Ton Dump Listed Above)				\$ 8.25
TGS-1	Tailgate Spreader				\$ 6.25
RSP-1	Reversible Snow Plow (9ft. 7in. To 12ft. Moldboard)				\$ 20.00
RSP-2	Reversible Snow Plow (7ft. To 9ft. 6in Moldboard)				\$ 15.00
WTT-1	Heavy Duty Wheel or Rubber Track Tractor (all wheel / drive track) 60 -100 H.P.				\$ 162.50
WTT-2	Heavy Duty Wheel or Rubber Track Tractor (all wheel / drive track) 101 - 200 H.P.				\$ 185.00
WTT-3	Heavy Duty Wheel or Rubber Track Tractor (all wheel / drive track) 201 - 275 H.P.				\$ 218.75
WTT-4	Heavy Duty Wheel or Rubber Track Tractor (all wheel / drive track) 276 H.P. and UP w/ V- Plow				\$ 333.75
WTT-5	Same as WTT-4 except delete V- Plow and include a Minimum 12' Reversible Plow				\$ 263.75
FEL-1	Front End Loader 0 - .75 C.Y. Rating				\$ 68.75
FEL-2	Front End Loader .76 - 1.25 C.Y. Rating				\$ 95.00
FEL-3	Front End Loader 1.26 - 2 C.Y. Rating				\$ 131.25
FEL-4	Front End Loader 2.01 - 2.50 C.Y. Rating				\$ 171.25
FEL-5	Front End Loader 2.51 - 3 C.Y. Rating				\$ 203.75
FEL-6	Front End Loader 3.01 - 4.50 C.Y. Rating				\$ 223.75
FEL-7	Front End Loader 4.51 and UP C.Y. Rating				\$ 315.00

Note: Indicate which counties you wish to work in by placing a check in the blanks that apply (travel time is not paid)

____New Castle County ____Kent County ____Sussex County ____STATEWIDE

SCHEDULE C

Name of Company: _____ Office Phone: _____ FAX: _____ Email: _____ Address: _____ _____ 1st After hours Contact Person: _____ Home Phone: _____ Cell Phone: _____ 2nd After Hours Contact Person: _____ Home Phone: _____ Cell Phone: _____	<div style="text-align: center; border: 1px solid black; padding: 5px; margin-bottom: 10px;"> DOT1503-SNOW & EMERGENCY For Office Use Only Date Issued _____ Agreement Number: _____ </div> <p>VENDOR NOTE: YEARLY CERTIFICATE OF INSURANCE REQUIRED!</p>
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UNIT CODE	DESCRIPTION OF EQUIPMENT with Operator	MAKE	MODEL	UNITS AVAILABLE	PRICE PER HOUR

Note: Indicate which counties you wish to work in by placing a check in the blanks that apply (travel time is not paid)
 ___ New Castle County ___ Kent County ___ Sussex County ___ STATEWIDE

CONTRACT NO. DOT1503-SNOW & EMERGENCY

SCHEDULE D

EMERGENCY SNOW REMOVAL**Sidewalk Snow and Ice Removal Rates**

Hourly Rates	EQUIPMENT W/ OPERATOR	Available Equipment (Each)
\$ 10	Trailer	
\$ 37	Laborer - Shovel, etc.	
\$ 40	Spreader - Walk Behind	
\$ 42	Back Pack Blower	
\$ 44	Snow Blower Walk-Behind	
\$ 53	ATV Plow/Spreader	
\$ 61	Skidsteer Walk Behind (i.e. Dingo, etc.)	
\$ 62	Pick up - crew cab/with shovels, etc	
\$ 66	Skidsteer w/non power attachment (Blade, Bucket)	
\$ 68	Tractor 18-36HP w/non power attachment & no spreader	
\$ 69	Dump Truck (Single Axle Stakebody)	
\$ 70	Backhoe	
\$ 70	Tractor 18-36HP w/non power attachment & spreader	
\$ 71	Snow Plow (Truck-Mounted up to 8 ½')	
\$ 73	Tractor 18-36HP w/ power attachment & spreader	
\$ 77	Skidsteer w/power attachment (Broom, Blower)	
\$ 99	Dump Truck (Tandom Axle)	
	Materials	
\$ 28.50	Calcium Chloride, or Equivalent (50 lb bag)	
\$ 30.20	Premium De-icing Chemical (50lb bag)	
	Traffic Control	
\$ 750 per day	Truck Mounted Attenuator (TMA)	

 Company Representative Signature

 Date

**CONTRACT NO. DOT1503-SNOW & EMERGENCY
EMERGENCY & SNOW REMOVAL SERVICES**

DIRECTION: _____
LENGTH: _____

DE-ICING MATERIALS	QTY	UNIT COST	AMOUNT	
CALCIUM CHLORIDE, OR EQUIVALENT (50 LB BAG)		\$28.50		
PREMIUM DE-ICING CHEMICAL (50 LB BAG)		\$30.20		
SUB TOTAL				
TOTAL FOR DAY				

DISTRICT MANAGER DATE