

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

Invitation to Bid

for

CONTRACT DOT1007-SIGNAL ITS REP

TRAFFIC SIGNAL AND ITS EQUIPMENT REPAIR

STATEWIDE

Completion Date Three (3) Calendar Years

29 Del.C. §6923 and
SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2001

Bids will be received in the Bidder's Room (B1.11.01), Transportation Administration Center, 800 Bay Road,

Dover, Delaware until 2:00 P.M. local time March 1, 2011

Addendum No. 1
February 14, 2011

**TRAFFIC SIGNAL AND ITS EQUIPMENT REPAIR
STATEWIDE**

LOCATION

STATEWIDE

DESCRIPTION

This contract provides for the repair and delivery of TRAFFIC SIGNAL AND ITS EQUIPMENT to the Division of Maintenance and Operations, as designated in the proposal and as ordered by the Director of Highway Operations or his authorized representative.

COMPLETION DATE

All work on this contract must be complete within Three (3) Calendar Years.

PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.
2. The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.

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

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

*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.

BID/PAYMENT/PERFORMANCE BOND GUARANTEE:

For this contract, the following special guaranty provisions apply:

1. The requirement for a bid/payment/performance bond is waived.

BUY AMERICA:

References:
23 USC 313
ISTEA Section 1041(a) and 1048(a)
23 CFR 635.410

Applicability:
Applicable to all materials used in Federal-aid projects

Guidance:
This contract requires the use of domestic steel and iron in products produced for Federally funded projects. All foreign steel and iron materials and products are covered by Buy America regardless of the percentage

they comprise in a manufactured product or the form they may take. The regulations allow bidders and the contracting agency some latitude through minimum use, waivers, and alternate bids.

All manufacturing processes must take place domestically. Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. These processes include rolling, extruding, machining, bending, grinding, drilling and coating. "Coating" includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

Buy America does not apply to raw materials (iron ore and alloys), scrap, pig iron or processed, pelletized, and reduced iron ore.

If domestically produced steel billets or iron ingots are shipped overseas for any manufacturing process, and then returned to the U.S., the resulting product does not conform with the Buy America requirements.

The manufacturing process for a steel/iron product is considered complete when the product is ready for use as an item (e.g., fencing, posts, girders, pipe, manhole cover, etc.) or could be incorporated as a component of a more complex product through a further manufacturing process (e.g., the case for a traffic signal head). The final assembly process does not need to be accomplished domestically so long as the steel/iron component is only installed and no manufacturing process is performed on the steel/iron component.

For the Buy America requirements to apply, the steel or iron product must be permanently incorporated into the project. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework, etc.

Buy America provisions apply to all steel and iron materials that is to be permanently incorporated in a Federal-aid project, even if an item is rendered as a "donated material" in accordance with 23 U.S.C. 323 - Donations and Credits.

For additional information, refer to the following website:

<http://www.fhwa.dot.gov/programadmin/contracts/core02.cfm#s2B01>

Refer to section B. Other Contract Provisions.

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 that \$10,000 or imprisoned not more than 5 years or both."

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. 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

Traffic Signal and ITS Equipment Repair Contract

GENERAL PROVISIONS

Length of Contract

The Contract period shall be three (3) years from the date of Notice to Proceed. Up to two (2) one-year extensions at contract bid prices will be considered if mutually agreeable. Contractor shall submit a written request for a one-year extension two months prior to contract expiration date. The Department shall notify the Contractor of an approved extension prior to the contract expiration date.

Award of Contract Items

Each bidder shall be selected based on the extended total cost of the provided diagnostic and repair bid prices for selected items. The bidder may elect to bid on only one item, multiple items, or the entire contract. For items on which the Contractor bids, the entire line containing the diagnostic costs (both in words and numbers), the repair costs (both in words and numbers) and the total extended cost (in numbers) shall be filled in order for the bid item to be considered. The Department reserves the right to award the contract by item, group of items, or in its entirety. The Department reserves the right to award the contract for each item or group of items to one or several bidders.

Notice to Proceed

A Notice to Proceed is not an authorization to repair signal control equipment. Purchase Orders shall be issued to authorize repair of equipment.

Unit Quantities

The quantities shown in the contract are for bidding purposes only. The Department reserves the right to increase or decrease the quantities at the Department's sole discretion. The Department will specify quantities of items to be repaired under this contract by purchase order.

Purchase Order Quantities

The Department will provide open-ended purchase order(s) listing the items to be repaired under the issued purchase order. When repairs are needed, a list of items to be repaired will be provided to the Contractor to serve as a tracking mechanism and serve as the basis for an invoice to be created against the open-ended purchase order for repair work completed. Requests for items to be picked up for repair will be limited to at most two per month for each type of item.

Liquidated Damages

Liquidated Damages shall be assessed, not as a penalty but as compensation due the Department by reason of inconvenience to the public, added administrative costs incurred by the Department, and other extra expenditures of public funds due to the Contractor's failure to deliver the items to be repaired and returned. The amount of liquidated damages shall be in accordance with the schedule of Liquidated Damages contained in section 108.09 of the Department's Standard Specifications 2001. This section was further modified in the Supplemental Specifications to the 2001 Standard Specifications 01/15/2010 Additions and Revisions. The Department maintains an electronic copy of the Standard Specifications and revisions on their website: www.deldot.gov/information/pubs_forms/. The amount of Liquidated Damages to be assessed for each calendar day that a delivery exceeds the delivery date due shall be determined separately for each item based on the total bid price for that item.

Item Pick-up and Delivery

Equipment shall be picked up and delivered to locations as specified in the purchase order. Pick up and Delivery locations will be limited to the following:

250 Bear-Christiana Road, Bear DE 19701

Invoices shall be delivered to the attention of the contact person noted on the repair purchase order.

Items to be repaired shall be collected and boxed up by the Department ready for shipment to, or pick-up by, the contractor. A repair request shall be prepared that contains a complete list of the items to be repaired (including equipment tracking number, if appropriate) and the active open-ended purchase order number that will be used to invoice the repairs as well as provide the location for pick-up and delivery. The completed, dated, repair request shall be sent electronically to the Contractor. Upon receipt of the repair request, the Contractor shall make arrangements for the pick-up of the items for repair.

Diagnostic Evaluation

The Contractor shall be compensated for each individual diagnostic evaluation made at the unit price bid for the individual item to be repaired at the Contractors bid price for Diagnostics. The diagnostic unit price bid shall include all costs to transport/ship the item to be repaired from the Department's delivery location to the contractor, perform the diagnostics necessary to determine the repair needed, and return the item to the Department.

The Contractor shall perform diagnostics on each item to be repaired and determine if the item can be repaired or is beyond repair. For items beyond repair a brief description of the noted problems shall be provided to the Department and a list of potential repair parts needed to make the repair. The notification to the Department (with explanation) of items beyond repair shall be made within 21 calendar days of receipt of notice of needed repair. Liquidated Damages, in the amount as determined above using the Extended Total Cost of the Item as the value of the contract, shall be assessed for each calendar day that the notification (with explanation) is not received by the Department beyond the 21calendar day deadline for receipt of the notification. Upon receipt of the notification of items beyond repair, the Department shall use the information provided and make the sole determination if the item is to be repaired, returned to the Department without repair, or is to be disposed of by the Contractor. The Department shall notify the Contractor of their decision. The contractor shall proceed to return the item without repair, make repairs, or dispose of the item as directed by the Department.

The unit price bid for diagnostics repair shall include the cost of delivery of the item to any delivery location specified herein. The cost of pick-up and delivery of items for repair shall be incidental to the cost of repair and will not be paid separately. Similarly, if an item is deemed beyond repair and the Department indicates that the item is not to be returned to the Department, the cost of proper disposal of the item is also incidental to the unit price bid for Diagnostics. Any item marked by the Department for disposal shall become the property of the contractor. Items marked for disposal shall be disposed of in accordance with all state and local regulations regarding disposal of electronics.

Repair Procedure

Upon receipt of an item to be repaired, the Contractor shall perform the diagnostics as noted above. For items submitted for repair that pass diagnostics as repairable, the Contractor shall proceed to make the necessary repairs. The Contractor shall repair those items identified to be repaired and ship them back to the Department to be received at the specified delivery location within 30 calendar days of receipt of notice of needed repair. For items identified by the Contractor as beyond repair that the Department further determines that the item is repairable, the expected 30 day turn around time for repair shall begin upon receipt of the Department's notice that the repair is to proceed. Liquidated Damages, in the amount as determined above using the Extended Total Cost of the Item as the value of the contract, shall be assessed for each calendar day that the shipment of item(s) to be repaired exceeds the 30 calendar day deadline for receipt of delivery at the specified delivery location.

The contractor shall be compensated for each repair at the unit price bid for the repair of the item, per each. The unit price bid shall include all costs to repair the item, including labor, equipment used, electronic parts, 90 day warranty and any other incidentals.

Item Warranty

The contractor shall provide a 90 day warranty for all items that are repaired under this contract. Should failure of the repaired equipment occur within that timeframe, it shall be picked up, repaired and delivered at no additional cost to the Department within 30 calendar days of notice to the contractor of said failure.

BID PROPOSAL FORMS

CONTRACT DOT1007-SIGNAL ITS REP

Item No.	Qty.	Item Description	Model #	Unit	Diagnostic Cost per Unit (in Words)	Diagnostic Unit Cost (\$)	Repair Cost per Unit (in Words)	Repair Unit Cost (\$)	Extended Total Cost (\$)
									Qty. x (Diag. + Repair Costs)
1	One	Siemens - Eagle NEMA Controllers	EPAC 3.32L	Per Each					
2	One	Siemens - Eagle NEMA Controllers	EPAC	Per Each					
3	One	Eagle NEMA Controllers	NEMA 318	Per Each					
4	One	Transcore Controllers	SCATS Delta 3	Per Each					
5	One	Eberle Design Inc. Signal Monitor Units		Per Each					
6	One	Transcore Dual Line Isolators	SCATS PCB	Per Each					
7	One	Siemens - Eagle FSK/ RS 232 Converter	P001/P007	Per Each					
8	One	Cohu Cameras		Per Each					
9	One	Sony Cameras	KD6, HD6	Per Each					
10	One	GE Spread Spectrum Radio	MDS 9810	Per Each					
TOTAL BID PRICE									

CERTIFICATION

Contract No. DOT1007-SIGNAL ITS REP

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

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, 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 on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. 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 item 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 prices in this proposal have 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. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. 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								

(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