

State of Delaware

GALVANIZED TELESCOPING STEEL SIGN POST

Invitation to Bid

Contract No. DOT1221-SIGN_POST

Advertisement Date: August 6, 2012

- *Deadline to Respond* -
August 28, 2012
2:00 PM (Local Time)

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

CONTRACT NO. DOT1221-SIGN_POST

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for GALVANIZED TELESCOPING STEEL SIGN POST. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. DOT1221-SIGN_POST

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
 - a. INSTRUCTIONS FOR BID SUBMITTAL
 - b. BID PAGES
 - c. Attachment 1 - No Bid Reply Form
 - d. Attachment 2 - Non-Collusion Statement
 - e. Attachment 3 - Sample Monthly Usage Report
 - f. Attachment 4 - Sample Subcontracting (2nd tier) Quarterly Report
 - g. Attachment 5 - Office of Minority and Women Business Enterprise Information

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by August 28, 2012 at 2:00 PM (Local Time).

Bids shall be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact DeIDOT Contract Administration via e-mail at dot-ask@state.de.us or call 302-760-2031.

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DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DeIDOT: The Delaware Department of Transportation, Contract Administration section.

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

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

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.

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 Special Provisions shall prevail.

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.

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

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

BIDDER'S DEPOSIT: 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 Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

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.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the 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 Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **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 specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

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

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8. **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).

9. **SAMPLES OR BROCHURES:**

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

10. **PROPOSAL GUARANTY; BID BOND:**

Waived.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

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800 BAY ROAD
DOVER, DE 19901

All proposals will be accepted at the place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **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.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **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.

15. **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:

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- 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. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. 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.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

16. **ADDENDA TO THE ITB:**

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.

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SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. 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 Agency or its agent, the best interest of the State will be promoted thereby.

2. **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.

3. **CONTRACT AWARD:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, 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 Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

Waived.

6. **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.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Transportation.

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8. **RETURN OF BIDDER'S DEPOSIT:**

n/a

9. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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 termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

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SECTION C - GENERAL

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 Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor 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 contractor shall indemnify and save harmless the State of Delaware, the Agency, 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. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor 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 Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, 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. **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 contractor 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.

6. **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 Agency. 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

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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.

7. **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.

8. **BID EVALUATION AND AWARD:**

The Department of Transportation 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 in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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SECTION D - EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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GALVANIZED TELESCOPING STEEL SIGN POST

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the supply of GALVANIZED TELESCOPING STEEL SIGN POST requirements for the Department of Transportation. All State Agencies and any School District, Political Subdivision, Municipality or Volunteer Fire Company may also participate in this contract.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for a period of three (3) years from final execution of a contract. Each contract may be renewed if agreeable to both parties for up to two (2) additional one year terms through negotiation between the contractor and DeIDOT. Negotiation should be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. **PRICES:**

Prices shall remain firm for each term of the contract; however, the Agency may accept lower pricing at any time. Contract extensions must include agreed pricing for the term of the extension.

4. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for optional years, DeIDOT shall have the option of offering a determined price adjustment that shall not exceed the change in Philadelphia All Urban Consumers Price Index (CPI-U). If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

5. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

6. **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.

7. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

8. **BID BOND REQUIREMENT:**

The Bid Bond requirement has been waived.

9. **PERFORMANCE BOND REQUIREMENT:**

The Performance Bond requirement has been waived.

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10. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

As a 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:

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- c. 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.
- d. Forty-five (45) days written notice of cancellation or material change of any policies is required.

Certificates of Insurance are to be mailed to:

Contract Administration
Contract No. DOT1221-SIGN_POST
State of Delaware
Department Of Transportation
PO Box 778
DOVER, DE 19903
FAX: 302-739-2254
dot-ask@state.de.us

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

11. **BASIS OF AWARD:**

DeIDOT 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.

DeIDOT 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.

12. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish DeIDOT with 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.

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13. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

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 contractor 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, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. 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. **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.

17. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors 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.

18. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

The Monthly Usage Report shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in 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

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such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity Supplier) 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, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is included.

Subcontracting 2nd tier reports shall be submitted to the contracting Agency's Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at vendorusage@state.de.us 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.

19. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

20. **ORDERING PROCEDURE:**

Successful contractors 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. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or 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.

21. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

22. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or 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.

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23. **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 DeIDOT 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.

24. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

25. **I FOUND IT CHEAPER:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any Vendor on an existing central contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

26. **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. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

27. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

28. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor 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.

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- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

29. **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.

30. **ENERGY STAR PRODUCTS:**

Contractors are encouraged to provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

31. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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 termination.

32. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

33. **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.

34. **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 to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under

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the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

35. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

36. **SUBSEQUENT NEEDS**

There is the possibility of subsequent need of same or similar products by eligible covered Agencies during the contract period. Such needs will be communicated to the awarded vendor(s) for quotation with all terms and conditions of the contract being applicable.

37. **SHIPPING & DELIVERY**

Shipping terms are F.O.B. destination; freight pre-paid. All items shall be delivered F.O.B. Destination. The Vendor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Agency. Such loss, injury, or destruction shall not release the Vendor from any contractual obligations.

Except as otherwise provided in this contract, all items must be delivered within the time period specified upon order. Time is of the essence and, in addition to any other remedies; the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated on the Purchase Order, delivery must be made within thirty (30) days after the Order Date.

38. **PRICE LISTS**

Contractors agree to supply copies of the Catalogues and Price Lists as requested by using agencies. All price lists/catalogs must be identified in the bid proposal. Any reference, which may appear on any price list, to any terms and conditions, such as F.O.B. shipping point, minimum order quantity or amount, or Prices subject to change, will not be a part of any contract and will be disregarded. For Cataloged items the price paid shall be the Manufacturer's "Official" Referenced Price List minus the percentage discount, bid to, and accepted by the state. The percentage discount from the appropriate price list column will contain a numeric figure not to exceed two (2) decimals (example: 28.75%). This discount will be as displayed by the formula on the electronic bid sheet.

39. **RETURN POLICY**

In the event an Agency should have parts for return (i.e. due to overstocking, product obsolescence, or other) over the period of one (1) year after purchase from this contract, as long as the items are unused and in new condition, the Agency will be refunded for the full amount of the parts in hand or if it chooses so, it shall have the privilege of exchanging these for new items. For return purposes, it will be necessary

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for the Agency to provide proof of actual pricing paid (i.e. copy of original invoice) for parts being returned. No Restocking Fee shall apply.

40. **ELIGIBILITY**

In order to be eligible for award, a bidder must be the manufacturer of offered products or an authorized dealer or supplier of manufacturer's products. If a bidder is not the manufacturer of offered products, bidder must include with its bid a letter signed by the manufacturer stating the bidder is authorized to sell the manufacturer's products. The manufacturer will honor any responsibilities under warranty for products sold by bidder, if bidder fails to perform such service. Bidders failing to provide signed, manufacturer's letter attesting to authorization to sell manufacturer's product may result in rejection of bid.

41. **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 bidder(s) will be required to furnish necessary or applicable tax exemption forms with his (their) invoices.

42. **PRICES QUOTED:** The prices quoted are that for which the current model(s) and/or service(s) will be furnished F.O.B. Destination and include all charges that may be imposed during the life of the contract.

43. **DELIVERY PROVISIONS:**

(a) **TIME:** The items and/or products shall be delivered to the Agencies covered by this contract, within **120 working days** from date of Purchase Order.

(b) **EXTENSIONS:** The Agency will only consider an extension of the delivery time specified under the terms of this contract in cases where labor strikes, national emergencies or acts of God shall prevent the required fulfillment of the contract. Evidence of such delays must be submitted for consideration. Knowledge of existing or pending strikes will be taken into consideration when awarding the contract.

(c) **CERTIFICATES OF ORIGIN:** Under no circumstances shall any vehicle be delivered to the Agency without a certificate of origin. Units shipped without certificates of origin will be refused and removed by the vendor and no payment will be made until all proper paperwork and certificates are delivered.

44. **INSPECTION:** Upon delivery, the article(s) will be inspected by an authorized representative of the Agency, and if found defective or if it fails in any way to meet the specifications in this proposal, it will be rejected. Inspection will be performed within five (5) working days after delivery.

45. **PRODUCTS BY NAME:** Specifications of products by name are intended to be descriptive of quality, workmanship, finish, function and approximate characteristics desired and are not necessarily intended to be restrictive. Substitution of products for those named may be considered, provided the substitute offered is, in the opinion of DelDOT, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in the Specifications. All requests for "approved equal" items must be submitted to DelDOT in writing at least one (1) week prior to the bid opening. No substitutes will be considered at the time of bid. Bidder must be prepared to demonstrate equivalency to specified unit(s) if requested.

46. **BID SUBMITTAL:** The bidder is required to furnish with their bid, Brochures or shop drawings showing and describing the item offered. A blanket statement that proposed equipment meets all specified requirements is not acceptable. Award of the contract to a bidder will not be made until DelDOT is able to compare and determine if the item(s) offered complies with the intent of the attached specifications.

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47. **DISCOUNT:** No qualifying letter or statements in the proposal or separate discounts will be considered in determining the low bid.

48. **WARRANTY:** The successful bidder shall extend to the Agency a policy guarantee on article(s) and/or services against defective material and workmanship for a period of two (2) years. Bulbs for the arrow panel shall be warranted for two (2) years or the bulb manufacturer's warranty, whichever is greater. All warranty documents shall be delivered with each unit purchased. Warranty period shall begin after the unit(s) has been inspected and found to be totally in compliance with the terms, conditions and specifications of this contract and accepted.

Any item which is normally covered by the warranty policy but is determined to have been damaged through misuse or operator neglect will be exempt from coverage. In cases where items that are excluded from coverage under this warranty policy but are covered by a manufacturer's policy, the manufacturer's policy will be provided to the Agency.

If any part of the unit is normally covered by a warranty policy for more than two (2) years the full period of warranty policy will be extended to the Agency.

When warranty work is required, the Agency will notify the successful bidder and/or his designated maintenance facility. All warranty work shall be performed in the field at no additional cost to the Agency. Upon notification that warranty work is required, the successful bidder will be required to begin necessary repairs and/or adjustment within three (3) working days. The necessary work will be accomplished as expeditiously as possible.

49. **REPAIR PARTS:** The successful bidder shall supply the Agency with a complete parts list for the offered equipment. Parts information shall include the manufacturer's name, part's number, model number, description, etc. Also, a list of the suggested minimum stocked parts which should be kept on hand in the parts room. The successful bidder will be required to provide repair parts to the Agency within ten (10) working days after order placement.

50. **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.

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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.

51. **REQUIRED FEDERAL LANGUAGE**

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."

* * * * *

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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

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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.

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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.

* * * * *

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

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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.

end

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TECHNICAL SPECIFICATIONS

GALVANIZED TELESCOPING STEEL SIGN POSTS, COMPLETE W/ BASEPOSTS & HARDWARE:

743526 - 9'x2"

743527 - 10'x2"

743528 - 11'x2"

743529 - 12'x2"

GALVANIZED STEEL SIGN POST ONLY:

749567 - 9'x2"

749568 - 10'x2"

749569 - 11'x2"

749570 - 12'x2"

749571 - GALVANIZED BASEPOST SECTION ONLY, 36" X 2.25"

749572 - GALVANIZED BASEPOST SECTION ONLY, 18" X 2.5"

749573 - UNC CORNER BOLT, GRADE 5 .3125", COMPLETE WITH NUT

749575 - GALVANIZED STEEL SIGN POST ONLY, POWDER COATED, 10'x2"

749576 - GALVANIZED STEEL SIGN POST ONLY, POWDER COATED, 11'x2"

749577 - GALVANIZED STEEL SIGN POST ONLY, POWDER COATED, 12'x2"

Description:

This work consists of designing, furnishing all materials, and fabricating telescoping steel sign posts, including any and all bolts, nuts, baseposts, and hardware, in accordance with these special provisions, the locations, notes and details on the Plans and as directed by the Engineer.

The four items referred to as 'Telescoping' are complete units inclusive of one specified length 2" sign post, one 36" x 2.25" basepost, one 18" x 2.5" basepost, one corner bolt and one nut. The remaining items are to be ordered individually to be used as replacement parts.

Materials:

The sign posts shall be square tubes formed from Galvanized Sheet Structure (Physical) Quality, ASTM A 570, Grade A, Coating designation G90, Regular Spangle or formed from Hot Rolled Carbon Sheet Steel Structural (Physical) Quality, ASTM A 570, Grade 50. All square tubes shall be 12 gauge.

Cold rolled steel is to be hot dipped galvanized conforming to the latest revision of ASTM A 653, coating designation G90, Grade 50, Class 1 with regular spangle. The coating shall form an excellent bond with the steel surface so as not to be affected by subsequent forming operations. Exposed edges shall be protected against corrosion by sacrificial action when zinc is present on intimate adjacent areas. Both the interior and exterior of the post shall be galvanized.

Hot rolled steel, after forming, is to be hot dipped galvanized conforming to the latest revision of ASTM A 653 with a minimum coating of 0.90 oz. per square foot (270 gm per square meter) when tested according to ASTM G90. All holes and end openings shall be free of excess amounts of zinc, so as to provide for any other alternate coating system/combination, but is intended to be a hot dipped galvanized zinc coating.

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Permissible Tolerances:

(1) Wall thickness shall be $0.1084" \pm 0.008"$ ($2.73 \text{ mm} \pm 0.20 \text{ mm}$).

Note: The thickness includes both the base metal and the galvanized coating.

(2) Nominal Outside Dimensions, inches (millimeters):

$2 \times 2 \pm 0.008$ ($51 \times 51 \pm 2.2$)

$2 \frac{1}{4} \times 2 \frac{1}{4} \pm 0.010$ ($57 \times 57 \pm 2.5$)

$2 \frac{1}{2} \times 2 \frac{1}{2} \pm 0.010$ ($63 \times 63 \pm 2.5$)

Note: Measurements for outside dimensions shall be made at least 2" (50 mm) from end of tube.

(3) Convexity and concavity to be measured in the center of the flat sides, tolerances being $\pm 0.010"$ ($\pm 0.25 \text{ mm}$) applied to the specific size determined at the corner.

(4) Permissible variation tolerance in straightness is $1/16"$ in 3 feet (1.7 mm in 1 meter).

(5) Length tolerance on standard length members with holes shall be no more than $2 \frac{1}{8}"$ (54 mm) longer.

<u>Nominal Outside Dimension, in (mm)</u>	<u>Twist Permissible in 3 ft, in (1 m, mm)</u>
2 x 2 (51 X 51)	0.062 (1.72)
2 1/4 x 2 1/4 (57 X 57)	0.062 (1.72)
2 1/2 x 2 1/2 (63 X 63)	0.075 (2.08)

Squareness Tolerance, in (mm)

± 0.012 (± 0.30)

± 0.013 (± 0.36)

± 0.015 (± 0.38)

Holes:

All four sides are to have evenly spaced $7/16"$ (11 mm) diameter holes on 1" (25 mm) centers the entire length of the tube.

Tolerance on hole size is $\pm 1/64"$ ($\pm 0.4 \text{ mm}$). Tolerance on hole spacing is $\pm 1/8"$ in 20 feet ($\pm 3 \text{ mm}$ in 6 m).

Fabrication: The furnished members shall be straight and shall have a smooth uniform finish. It shall be possible to telescope consecutive sizes of tubes freely for 9' (2.7 m), 10' (3 m), 11' (3.3 m), and 12' (3.6 m) with a minimum amount of play. All holes and cut off ends shall be free from burrs.

Corner Radii: Standard corner radius shall be $5/32" \pm 1/64"$ (4 mm @ 0.4 mm).

Weld Flash: Weld flash on corner welded square tubing shall permit $9/64"$ (3.6 mm) radius gauge to be placed in the corner.

Fasteners: The fasteners to be supplied under this specification shall be $5/16"$ (8 mm) Grade 5 UNC corner bolts and nut with cadmium or zinc plating.

Basepost: The galvanized basepost section shall be 18" x 2.5" and 36" x 2.25".

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Packaging: Posts shall be securely wired or strapped in bundles containing not more than 2000 lb (900 kg) of posts or anchors of the same length and section weight. The posts shall be nested and fastened in such a manner that they will not slip. Care shall be taken in shipping to minimize the rubbing of posts against each other with resulting damage. Excessive damage to the finish of the posts in shipping will be cause for rejection of the damaged posts as determined by the Engineer.

Special Instructions: The vendor must certify that the posts meet the criteria for yielding sign supports as established by the Federal Highway Administration.

Powder Coating: Powder coated posts shall be polyester based powder coated (black) over galvanization to minimum dry thickness of 3.0 mm.

Methods of Measurement:

The quantity of telescoping steel sign post, steel sign post, basepost, corner bolt and nut will be measured as the number of each size which are furnished and accepted.

Basis of Payment:

The quantity of telescoping steel sign post, steel sign post, basepost, corner bolt and nut will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and delivering all materials, equipment and incidentals necessary to complete the work.

08/21/06

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BID QUOTATION REPLY SECTION

CONTRACT NO. DOT1221-SIGN_POST

GALVANIZED TELESCOPING STEEL SIGN POST

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the Department of Transportation / Contract Administration by August 28, 2012, 2:00 p.m. local time at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

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

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

BID PROPOSAL FORMS

CONTRACT NO. DOT1221-SIGN_POST

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

DELAWARE DEPARTMENT OF TRANSPORTATION PAGE: 1
SCHEDULE OF ITEMS

CONTRACT ID: DOT1221-SIGN_POST
PROJECT(S): GALVANIZED TELESCOPING STEEL SIGN POST

ENTER CONTRACTOR NAME : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 GALVANIZED TELESCOPING STEEL SIGN POSTS

743526	GALVANIZED TELESCOPING STEEL SIGN POSTS, 9' X 2", COMPLETE W/ BASEPOSTS & HARDWARE	2000.000 EACH				
743527	GALVANIZED TELESCOPING STEEL SIGN POSTS, 10' X 2", COMPLETE W/ BASEPOSTS & HARDWARE	12000.000 EACH				
743528	GALVANIZED TELESCOPING STEEL SIGN POSTS, 11' X 2", COMPLETE W/ BASEPOSTS & HARDWARE	2500.000 EACH				
743529	GALVANIZED TELESCOPING STEEL SIGN POSTS, 12' X 2" COMPLETE W/ BASEPOSTS & HARDWARE	7000.000 EACH				
749567	GALVANIZED STEEL SIGN POST ONLY, 9' X 2"	500.000 EACH				
749568	GALVANIZED STEEL SIGN POST ONLY, 10' X 2"	3000.000 EACH				
749569	GALVANIZED STEEL SIGN POST ONLY, 11' X 2"	1000.000 EACH				

STATE OF DELAWARE
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STATE OF DELAWARE
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DELAWARE DEPARTMENT OF TRANSPORTATION PAGE: 2
SCHEDULE OF ITEMS

CONTRACT ID: DOT1221-SIGN_POST
PROJECT(S): GALVANIZED TELESCOPING STEEL SIGN POST

ENTER CONTRACTOR NAME: _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
749570	GALVANIZED STEEL SIGN POST ONLY, 12' X 2"	500.000 EACH				
749571	GALVANIZED BASEPOST SECTION ONLY, 36" X 2.25"	2500.000 EACH				
749572	GALVANIZED BASEPOST SECTION ONLY, 18" X 2.5"	2500.000 EACH				
749573	UNC CORNER BOLT, GRADE 5, .3125", COMPLETE WITH NUT	1000.000 EACH				
SECTION 0001 TOTAL						
TOTAL BID						

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

Attachment 1
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

NO BID REPLY FORM

BID # DOT1221-SIGN_POST

BID TITLE: GALVANIZED TELESCOPING STEEL SIGN POST

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are: _____

_____ 6. We do not sell the items/services on which Bids are requested.

_____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

CONTRACT NO.: DOT1221-SIGN_POST - GALVANIZED TELESCOPING STEEL SIGN POST
OPENING DATE: August 28, 2012

Attachment 2
NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder 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 bid.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid 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.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes No

[The above table is for information 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 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 _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR 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 _____

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

ATTACHMENT 4

State of Delaware																	
Sample 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 Tax ID*	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/W BE 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:
contracting@state.de.us.

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION

ATTACHMENT 5

OMWBE Certification Application found here:

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

State of Delaware

**Office of Minority and Women Business Enterprise
Certification Information**



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4 Dover, DE 19904 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>