



STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

State of Delaware

VARIABLE SPEED LIMIT SIGNS

Invitation to Bid

Contract No. DOT1307-VARSPLMTSIGN

Advertise Date: April 22, 2013

- Deadline to Respond -

May 21, 2013

2:00 P.M. Local Time

STATE OF DELAWARE
Department of Transportation
Contract Administration

CONTRACT NO. DOT1307-VARSPDLMTSIGN

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for VARIABLE SPEED LIMIT SIGNS. The invitation consists of the following documents:

INVITATION TO BID

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
 - a. Proposal Reply Requirements
 - b. Monthly Usage Report (sample)
 - c. Subcontracting Quarterly Report (sample)
 - d. Attachment 1 - No Bid Reply Form
 - e. Attachment 2 - Bidder's Certification
 - f. Attachment 3 - Subcontractor Information Form
 - g. Attachment 4 - Business References
 - h. Attachment 5 - Confidential Information Form
 - i. Attachment 6 - Bid Forms
 - j. Attachment 7 - Office of Supplier Diversity 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 displaying the contract number, on or before the due date/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 these documents. Should you need additional information, please contact DelDOT 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: Delaware Department of Transportation, or ordering Agency.

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

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

BIDDER'S DEPOSIT: 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.

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

CENTRAL CONTRACT: A contract intended to be managed by Government Support Services (GSS) on behalf of multiple agencies procuring the same (or similar) material or non-professional service.

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.

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

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 Bidders.

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.

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.

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.

VENDOR OR BIDDER: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

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 Bidder 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 Bidder 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, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The 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 Bidder.

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.

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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 to be quoted in U.S. Dollars.

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.

Delivery Service:
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

U.S. Mail:
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
PO Box 778
DOVER, DE 19903

All proposals will be accepted at the time and 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.

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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:

- 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, Bidders have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

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, Contract Administration section.

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

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the state's 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

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Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

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 Bidder 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, Contract Administration will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Transportation 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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CONTRACT NO. DOT1307-VARSPDLMTSIGN

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the VARIABLE SPEED LIMIT SIGNS requirements.

2. **CONTRACT USE BY OTHER STATE AGENCIES:**

Other state agencies may procure product under this contract so long as the arrangement is agreeable to all parties.
(REF: Title 29, Chapter 6914(e) Delaware Code)

3. **CONTRACT PERIOD:**

The initial contract term shall be valid upon contract execution for three (3) years. The contract may be renewed for up to two (2) additional one year terms through negotiation between the contractor and the Department of Transportation, Contract Administration. Negotiation should be initiated no later than ninety (90) days prior to the termination of the agreement to allow the Department time to re-advertise this contract if not renewed.

4. **PRICES:**

Prices shall remain firm for each term of the contract.

5. **PRICE ADJUSTMENT:**

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

If agreement is reached to extend this contract beyond the initial term, the Department of Transportation, Contract Administration shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), Philadelphia-Wilmington area Average. 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.

6. **SHIPPING TERMS:**

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

7. **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 as deemed necessary during the period of the contract.

8. **FUNDING OUT:**

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

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9. **BID BOND REQUIREMENT:**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

11. **MANDATORY INSURANCE REQUIREMENTS:**

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

1) 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. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

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

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

2) 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.

3) Forty-five (45) days written notice of cancellation or material change of any policies is required.

Contract Administrator, dot-ask@state.de.us
Contract No. DOT1307-VARSPDLMTSIGN
State of Delaware, Department Of Transportation
PO Box 778, DOVER, DE 19903

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

12. **BASIS OF AWARD:**

The Department of Transportation, Contract Administration 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.

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The Department of Transportation 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.

13. STATE OF DELAWARE BUSINESS LICENSE:

Prior to receiving an award, the successful Bidder shall either furnish proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

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requirements of their respective contract as they are not a “Covered Agency” as defined by Title 29 Chapter 69 of the State Procurement Code.

19. MANDATORY USAGE REPORT:

A Monthly Usage Report (Sample A) 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. The Subject line of the e-mail shall state ‘MONTHLY USAGE REPORT’. 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 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 Subcontracting Quarterly Report (Sample B) shall be submitted to 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.

20. BUSINESS REFERENCES:

For selection purposes, 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.

21. 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. Orders 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.

22. 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.

23. PAYMENT:

The agency 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

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conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

24. 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 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, 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.

25. 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/w9.shtml>.

26. 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 proposal.

27. 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.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

28. 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.

29. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted w/approved green certification shall be

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offered wherever available in addition to or as a substitute for non-green products.

- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:
<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

30. 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.

31. 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.

32. 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.

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

34. ELECTRONIC CATALOG:

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

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35. **SUBCONTRACTS:**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment 3) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

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

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

36. **CONFIDENTIALITY:**

All documents submitted as part of the Bidder's proposal will be deemed confidential during the evaluation process. Bidders' proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any Bidders' information to a competing Bidder prior to execution of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Bidder(s) are advised that once a proposal is received by the State of Delaware and a contract is executed, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Bidder(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Bidder feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Bidder(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain a completed Confidential Information Form (Attachment 5) describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Bidder does not have any documents it declares confidential or proprietary, the Confidential Information Form (Attachment 5) should be completed by checking the appropriate box found near the top of the form.

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37. 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.

38. NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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"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."

39. 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.

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- 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

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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.

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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.

40. 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.

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CONTRACT NO. DOT1307-VARSPDLMTSIGN

TECHNICAL SPECIFICATIONS

1. Description

This item consists of supplying Variable Speed Limit Signs (VSLS) as specified in the Contract Documents or as directed by the Transportation Management Center (TMC) Manager. The VSLS shall be provided with a light emitting diode (LED) configuration comprising one line of a programmable matrix capable of displaying two (2) 18-inch characters, as indicated in these specifications.

1.1 Concept of Operations

- A. This work is to furnish a standard VSLS system compliant with the current edition of the FHWA Manual of Uniform Traffic Control Devices (MUTCD Rev. 2009) except that the numeric portion of the sign shall have a cut-out for a changeable, full matrix 2-digit LED display to be used in its place. The VSLS shall be utilized to disseminate speed limit information from The Department's TMC to motorists.
- B. Furnish 50 Variable Speed Limit Signs and fully operational VSLS systems to be installed by The Department at selected locations over the next three (3) years.
- C. Provide equipment to be furnished at each VSLS location that includes, but is not limited to, the R2-1 extruded aluminum static sign, the LED display, sign controller, manufacturer mounting brackets, interface from controller to sign, the cabinet and housing and all necessary wiring, cabling, or connections.
- D. The VSLS controller shall be integrated into the sign and shall not be a separate unit from the sign.
- E. The VSLS controller shall be NTCIP compliant and controlled via the communication system provided by The Department. Thus, allowing the TMC to use existing center-side NTCIP compliant client software to control the system. There is no need nor will any be procured under the contract for remote software control to be provided.
- F. The controller shall also be equipped with ports to allow for future hard-wired connections as well as the ability to be controlled on-site via a laptop computer.
- G. The VSL shall be able to be monitored and controlled from a remote location, such as the DeIDOT TMC, or in the field at the sign location.
- H. Supply the VSLS with LED modules that are comprised of a full-color with white digits on a black background, high resolution pixel matrix providing high legibility 18-inch digits that approximate the E-series fonts specified by the current edition of the MUTCD.
- I. The LED display shall be capable of displaying the numbers 0-99 and be legible from a minimum distance of 1,000 feet in both daytime and nighttime conditions.
- J. The VSLS shall provide the capability for operators at the DeIDOT TMC to download messages, to define schedules within the VSLS, and to activate those pre-defined digits based on date/day/time.

2. Requirements for VSLS

2.1 General

- A. Provide VSLS with R2-1 extruded aluminum static sign including the LED display with a cone of vision of 30 degrees around the vertical axis of any pixel on the sign. Furnish a VSLS system complete with all individual units, components, utility type software modules, cabling, connectors, etc. that are completely compatible with each other.
- B. Each VSL shall be equipped with LED display module, sign controller, sun visor, contrast shields, internal wiring, terminal strips for interconnecting wire, photo sensor, fans and sign mounting brackets.
- C. All materials furnished, assembled, fabricated or installed under this item shall be new, corrosion resistant and in strict accordance with this specification.
- D. The VSLS shall be compatible with the following:
 - 1. NTCIP requirements as defined in this Contract
 - 2. Existing VSLS NTCIP center-side software at the TMC
 - 3. Serial (RS-232) communications or cellular telephone wireless modem
 - 4. Ethernet communications
- E. The Department will supply 120 VAC commercial electrical service or a solar powered electrical system, as required per installation location (under separate contract).

2.2 Communications Interfaces

The Department shall supply all modems, transceivers, and other hardware required to provide communications via the vendor supplied serial RS-232, fiber optic or Ethernet interfaces. In addition, each VSLS Controller [see Section 4.4 (VSLS Controller) of the Technical Specifications] shall be outfitted with a minimum of one (1) serial RS-232, and one (1) 10/100 Base-T Ethernet communication port which may be used by the Department to communicate with each sign using an alternate topology, possibly including one of the following:

- 1) Private and leased fiber optics-routed/switched Internet Protocol (IP) based network, which uses IEEE standard Ethernet connections at end devices
- 2) Private and leased copper lines-carrying either serial or Ethernet, or other
- 3) Leased line network services-both serial and Ethernet, among others
- 4) Leased cellular network services-cellular modem (LTE or GPRS) to serial or Ethernet
- 5) Wireless Ethernet

These communications components are defined to achieve compatibility between the existing communications system and the delivered equipment

2.3 Communications Protocol - NTCIP Requirements

This Contract requires compliance to the NTCIP standards for VSLS. The applicable standards for the VSLS signs are contained in Section 3.5 of these Technical Specifications.

2.4 Software Interfaces

This Contract requires NTCIP Compliance, delivery of the installed NTCIP MIB for each delivered VSLS, and testing and proof of NTCIP Compliance for the delivered MIB.

This Contract will not require the Vendor/Contract to integrate the delivered control system or VSLS devices with existing ITMS software systems.

2.4.1 Integration with the ITMS at the TMC

The TMC provides a central location to control and monitor the VSLS. The TMC utilizes an existing NTCIP-compliant control system and existing communications network to operate the existing VSLS and the new VSLS acquired under this Contract.

The Contractor shall be responsible for supplying the ordered VSLS and associated equipment once executed by individual Purchase Orders. The ordered and installed VSLS shall be able to be controlled via the communications system provided by The Department and using open, non-proprietary standards as defined in these specifications. The Contractor shall be responsible for ensuring that all software applications supplied under this Contract shall incorporate a published database (NTCIP compatible MIB) that can be accessed by The Department's customized user interface, which is NTCIP compatible.

The Department's System Integrator (under separate contract) shall be responsible for developing and providing the appropriate software interface for the VSLS supplied in this Contract into The Department's central system software, called ITMS. The Contractor shall supply the necessary information directly to The Department's System Integrator when The Department's System Integrator is ready to integrate the VSLS into the ITMS. The Contractor and The Department's System Integrator shall coordinate appropriate times and dates to accomplish this work, if appropriate, and notify The Department's Information Technology Manager who shall approve all such activity.

2.4.2 NTCIP MIB Delivery

The Contractor shall provide the complete NTCIP MIB, as installed within each purchased VSLS, sufficient to describe how the system can be operated, including any specific details relating to operations with the supplied models of the VSLS. The NTCIP MIB shall be provided within twenty (20) working days after the request of The Department, or if not requested, within two (2) working days after delivery of the Contract items. The Contractor shall provide the NTCIP MIB and instructions sufficient for the system integrator to achieve operations of the system.

The NTCIP MIB for each purchased VSLS shall be provided in two (2) copies in both paper and electronic format. The Contractor shall provide the electronic NTCIP MIB on Compact Disc (CD-ROM) to The Department containing ASCII versions of the following Management Information Base (MIB) files in Abstract Syntax Notation 1 (ASN.1) format with the following information:

- 1) The relevant version of each official standard MIB Module referenced by the device functionality.
- 2) If the device does not support the full range of any given object within a Standard MIB Module, a manufacturer-specific version of the official Standard MIB Module with the supported range indicated in ASN.1 format in the SYNTAX and/or DESCRIPTION fields of the associated OBJECT TYPE macro will be provided. The filename of this file shall be identical to the standard MIB Module, except that it will have the extension ".man".

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- 3) A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros
- 4) A MIB containing any other objects supported by the device.

The manufacturer shall allow the use of any and all of this documentation by any party authorized by the Procuring Agency for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.

2.5 Factory Acceptance Tests

The VLSL manufacturer must provide self-certification, including a statement of conformance and copies of test reports, indicating that the following tests have been performed and passed.

Product test reports must be submitted for testing of the following National Transportation Communication for ITS Protocol (NTCIP) standards:

- a. NTCIP 1201: NTCIP Global Object Definitions
- b. NTCIP 1203: Object Definitions for Dynamic Message Signs (including Amendment 1)
- c. NTCIP 2101: Point to Multi-Point Protocol Using RS-232 Subnetwork Profile.
- d. NTCIP 2103: Point-to-Point Protocol Over RS-232 Subnetwork Profile.
- e. NTCIP 2104: Protocol Over Ethernet Subnetwork Profile.

The NTCIP testing must have been completed using industry accepted test tools such as the NTCIP Exerciser, Trevilon's NTester, Intelligent Devices' Device Tester, and/or Frontline's FTS for NTCIP. The NTCIP test report(s) must include testing of sub-network communications functionality, all mandatory objects in all mandatory conformance groups, and a subset of the remaining objects.

3. Materials

The equipment described shall be a standard model produced by a manufacturer with experience in the production of portable traffic control products of this type. All workmanship, materials, and assembly procedures shall be of quality design. Each component of the complete unit shall be adequate for and compatible with all structural and performance requirements of the complete unit.

All materials for VLSL shall be new, corrosion resistant, and unaffected by water spray (including high pressure washing equipment used for cleaning the VLSL Sign Panel), salt, oil, gasoline and all other contaminants in the quantities normally found along the edge of the traveled roadway for a period of at least ten (10) years. The Contractor shall identify any equipment provided as part of this Contract whose life cycle is shorter than ten (10) years. The VLSL construction, materials, and operation shall conform to all National Electric Code (NEC) and National Fire Protection Association (NFPA) standards.

All electronic equipment shall be solid-state design.

3.1 VLSL Sign and Housing Requirements

- A. The overall dimensions of the face of the VLSL shall be 48 inches wide by 60 inches tall.
- B. Each VLSL shall be equipped with an LED display module (as specified in below requirements), sign controller, sun visor, contract shields, internal wiring, terminal strips for interconnecting wire, photo sensor, fans, communications interface and surge protection as required by the sign manufacturer.

- C. The VSLS display housing and structural support members and connections shall comply with American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals", 2009 with current interims. The sign manufacturer is to verify that the VSLS display and the structural connection bracket to the VSLS display are in compliance with the above referenced AASHTO standards. The sign manufacturer is to submit calculations and details signed and sealed by an Engineer registered in the state that the signs will be mounted with the initial VSLS submittal demonstrating this compliance.
- D. The VSLS shall be equipped with a photo sensor to provide illumination control of the sign. The light sensor shall connect to the sign controller and allow for monitoring and control of the brightness level. An 'over-brightness' level of operation in fog or intense sunlight is required.

3.2 LED and Pixel Specifications

- A. Each VSLS is to include a 32" W x 21" H LED display module with front access for all LED display electronics, environmental control equipment, air filters, wiring, and other internal components.
- B. Each LED module shall contain a full-color display matrix with white speed digits on a black background that can display 18" characters that approximate the E-series fonts specified by the current edition of the FHWA Manual of Uniform Traffic Control Devices (MUTCD Rev. 2009) and are clear, continuous, uniform, and unbroken in appearance to motorists.
- C. The LED module shall be housed in a suitably sized NEMA 3 enclosure equipped with water drainage devices.
- D. The LED module shall be able to display speed limits composed of any combination of one or two numeric digits. The LED characters shall be capable of flashing any combination of numerals. Characters shall be legible within a distance range of 150 ft to more than 1,000 ft from the module display face.
- E. Optical and Electrical Characteristics
 1. LED and Pixel Characteristics - Provide high-quality LEDs based on latest-generation AllnGaP (aluminum, indium, gallium, phosphide) technology to maximize visibility. Provide diodes with a 30-degree viewing angle with a white color.
 2. The LED module shall consist of a line matrix format. Each pixel shall consist of a high-intensity LED cluster. The LED lamps shall run at a minimum voltage to provide extended life.
 3. Mount the LEDs directly to a printed circuit board at a maximum spacing of 35 millimeters that can be easily replaceable and individually removable using conventional electronics repair methods.
 4. Protect the LEDs from the outside environmental conditions, including moisture, snow, ice, wind, dust, dirt, and UV rays.
 5. Provide a built in light sensor for brightness control. The LED module controller shall continuously monitor the light sensors and adjust the LED display matrix intensity to a level that creates a legible message. Brightness control must be able to be returned to automatic from the module rear panel.
 6. Assure that all printed circuit boards, including the LED circuit board, are conformal coated. Conformal coat the LED board except at the pixels.
 7. Provide all printed circuit boards with a solder mask and a component identifier silk screen.

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- F. Power Requirements - The voltage to the LED modules and associated electronics must not exceed 12 VDC.
- G. Electrical components and circuits must be designed, wired, and color-coded per the National Electric Code.
- H. Environmental Behavior - Provide a LED capable of operating without any decrease in performance over an ambient temperature range of -30°F to +165°F, with a relative humidity of up to 95%.
- I. Environmental Resistance – The module housing must be designed to comply with NEMA Type 3R enclosure.
- J. Product Electrical Safety – The LED module and all associated equipment and enclosures must be listed by the Underwriters Laboratories (UL) and must bear the UL mark on the outside of the enclosure. The module is to be listed as conformant to UL 48 Standard for Electric Signs and UL 50 Enclosures for Electrical Equipment.
- K. Radio Frequency Emissions – All equipment must be designed in accordance with Federal Communications Commission (FCC) Part 15, Subpart B as a “Class A” digital device.
- L. The LEDs shall be rated by the LED manufacturer to have a minimum lifetime of 100,000 hours of continuous operation while maintaining a minimum of 70% of the original brightness.
- M. LED modules are to present a clean and neat appearance as specified in the general requirements. Poor workmanship will be cause for rejection of the sign. Have the complete sign housing of the LED module designed and manufactured in-house by the LED module manufacturer.
- N. Provide LED modules with no degradation of performance including visibility or legibility of the display due to continuous vibration caused by wind, traffic or other factors.
- O. Provide LED modules with no degradation of performance due to the presence of power transients or electromagnetic fields, including those created by any components of the system. Provide LED modules that do not conduct or radiate signals that adversely affect other electrical or electronic equipment including, but not limited to, other control systems, data processing equipment, audio, and radio and industrial equipment.
- P. All electronic components, except printed circuit boards, must be commercially available, easily accessible, replaceable and individually removable using conventional electronics repair methods.
- Q. Provide all electronic assemblies that meet or exceed IPC 610A workmanship standards.

3.3 Optical, Electrical, and Mechanical Specifications for Display Modules

A. Printed Circuit Boards

1. Printed Circuit Board (PCB) design must be such that components may be removed and replaced without damage to boards, traces, or tracks.
2. Components - all components to be second sourced and of such design, fabrication, nomenclature, or other identification so as to be purchased from a wholesale electronics distributor, or from the component manufacturer. Circuit design to be such that all components of the same generic type, regardless of manufacturer, function equally in accordance with the specifications.
3. Operate no component above 80% its maximum rated voltage, current or power ratings.

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4. No component is to be provided where the manufactured date is two years older than the contract award date.
5. All discrete components, such as resistors, capacitors, diodes, transistors, and integrated circuits are to be individually replaceable. Arrange components so they are easily accessible for testing and replacement.
6. Capacitors
 - a. The DC and AC voltage ratings as well as the dissipation factor of a capacitor is to exceed the worst case design parameters of the circuitry by 50%.
 - b. Provide mechanical support by a clamp or fastener for all capacitors that can be damaged by a shock or vibration.
 - c. Capacitor encasements must be resistant to cracking, peeling, and discoloration.
7. Resistors
 - a. Resistors are to be within 5% of tolerance over the specified temperature range.
 - b. Any resistor operated in excess of 50% of its power rating must have an adequate heat sink.
8. Soldering - All workmanship must comply with ANSI/IPC-A-610A Class 2 titled "Acceptability of Electronic Assemblies" and ANSI/IPC-R-700C titled "Suggested Guidelines for Modification, Rework, and Repair of Printed Circuit Board Assemblies."

3.4 VLSL Controller

- A. A VLSL controller shall be integrated as part of the sign and is to be provided at each VLSL location to allow for remote control of the LED module display.
- B. The VLSL controller shall be connected to photo sensor controls (allowing LED display to automatically adjust to levels of brightness according to display direction and lighting conditions).
- C. The VLSL controller shall be capable of displaying a single static message.
- D. The VLSL controller shall be capable of blanking the sign, or placing the sign in neutral condition following the termination of a displayed message. Under communications or power failure, the VLSL controller shall contain a fail-safe mechanism to automatically blank the sign or post a default message that is selectable.
- E. Provide a controller capable of operating without any decrease in performance over an ambient temperature range of -30°F to +165°F, with a relative humidity of up to 95%.

3.4.1 Sign Controller Communications Interface

- 1) Furnish VLSL controller that includes at least two 9-pin EIA 232 serial interfaces, and one Ethernet Local Area Network (LAN) RJ45 port. The interfaces must accommodate communications to the DelDOT TMC, the managed network switch, and to a local laptop.
- 2) Configure one EIA-232 serial interface to drive asynchronous modems for full duplex communication with the DelDOT TMC over point-to-point dial-up lines or a multidrop fiber or copper network. Switching between dial-up, Ethernet, and multidrop operation must not require sign controller software or hardware modifications. Configure the second EIA-232 serial port for local communication with a laptop computer.

3.5 Transportation Management Center Communications

- A. Provide all communications equipment, cables, wires, interfaces, and appurtenances to establish a connection to the DelDOT TMC using a specified communications method. The possible communications methods may include, but are not limited to, digital wireless, cellular, and fiber

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optics.

- B. Provide VLSL that complies with the NTCIP 1201 v03, 1203 v03, 2101 v01.19, 2103 v02.07, 2104 v01.11, 2202 v01.05, and 2301 v02.19 standards. Provide documentation that NTCIP testing has been completed at the factory for each VLSL provided by the manufacturer.
- C. Furnish VLSL meeting all mandatory requirements contained in NTCIP 1203 v03 Protocol Requirements List (PRL) contained in Section 3.3. Provide additional conformance to the following “Optional” User Needs (UN) and Functional Requirements (FR), as described in NTCIP 1203 v03.

UN	FR	DESCRIPTION
2.3.2.1.3.	N/A	DMS Type: Variable Message Sign (VMS)
2.3.2.2.2.	N/A	DMS Technology: LED
2.3.2.3.2.1.	N/A	DMS Display Matrix Configuration: Full Matrix
2.4.2.2.	All Mandatory Items	Logged Data Exchange
2.5.1.2.	All Mandatory Items	Determine the Sign Display Capabilities
	3.5.3.2.1	Monitor Information about the Currently Displayed Message
2.5.2.2.	All Mandatory Items	Remotely Reset the Sign Controller
2.5.2.3.3	Mandatory	Define a Message
	3.5.1.2.4	Delete All Messages of a Message Type with One Command
	3.5.2.3.2.3	Configure Default Flash-On and Flash-Off Times
	3.5.2.3.2.4	Configure Default Font
	3.5.2.3.2.5	Configure Default Line Justification
	3.5.2.3.2.6	Configure Default Page Justification
	3.5.2.3.2.7	Configure Default Page On-Time and Page Off-Time
	3.5.2.3.2.8	Configure Default Character Set
	H.2.2.1.	Set Time
2.5.2.3.5.	All Mandatory Items	Schedule Messages for Display

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UN	FR	DESCRIPTION
2.5.3.1.1.	Mandatory	Determine Sign Error Conditions - High Level Diagnostics
	3.5.3.1.1.3	Execute Climate Control Equipment Testing
2.5.3.1.2	Mandatory	Monitor Subsystem Failure Details - Mid-Level Diagnostics
	3.5.3.1.3.8	Monitor Humidity Warnings
2.5.3.1.3	Mandatory	Monitor Subsystem Failure Details - Low-Level Diagnostics
	3.5.3.1.4.8	Monitor Sign Housing Humidity
2.5.3.1.8	All Mandatory Items	Monitor Door Status
2.5.3.1.9	All Mandatory Items	Monitor Controller Software Operations
2.5.3.1.10	All Mandatory Items	Monitor Automatic Blanking of Sign
	3.5.3.2.1	Monitor Information about the Currently Displayed Message
2.5.3.1.11	All Mandatory Items	Monitor Power Source
2.5.3.1.12	All Mandatory Items	Monitor Power Voltage
2.5.3.2	Mandatory	Monitor Current Message

4. Catalog Parts

- A. The Contractor shall submit with his/her bid proposal a price list for recommended Catalog parts for all VSLS components typically required for the signs. In addition, the Contractor shall specify a percentage discount from the list prices for all catalog parts. Attached to the Bid Proposal Forms shall be the initial list prices for the catalog parts as required below. All catalog parts shall be installed components to enable The Department or its agent to readily replace defective components. The Department may review the suggested minimum stocked catalog parts and cost estimates, and modify/negotiate the terms with the Contractor on those items. Driver boards and controllers for VSLS must be included.
- B. The catalog parts shall be provided as a complete assembly with all items necessary for replacement. The catalog part replacement should not require any specialized tools; however, if uncommon tools are necessary, those tools shall be provided with the catalog parts.
- C. The Contractor shall be required to provide repair parts to The Department within fifteen (15) working days after receipt of an approved purchase order, for a period of three (3) years from Initial Purchase Order.

- D. **The catalog parts Price List shall be included with the final bid package** and shall include but not be limited to the following:
- a. Sign Controllers
 - b. LED Display Module
 - c. Power Supply
 - d. Photo Sensor
- E. For the duration of this Contract, when the Contractor discontinues or improves any catalog parts or equipment, the Contractor shall submit an updated catalog parts list including the list price for each item.

5. Training

The Contractor shall submit a system training plan to The TMC Manager for review and approval within thirty (30) business days after issuance of NTP. Once the training plan is approved, The Contractor shall use it to provide formal system training to The Department's staff. This work is to provide The Department's personnel and/or its representative with installation training, operations training, and maintenance training support programs including courseware, material, and services for the VSLS system.

The TMC Manager may review and respond in writing on all submitted training plans within fifteen (15) business days from the date of receipt of the submission (*NOTE: this includes the training for any modified VSLS purchased later in the project via an individual Purchase Order*). The Contractor shall be required to resubmit training plans that have not been approved by The TMC Manager within fifteen (15) business days for approval, unless otherwise noted by The TMC Manager. The Contractor shall clearly note any deviations, changes, additions, or other modifications.

The Contractor shall provide on-site operations and maintenance training to Department personnel. This shall include installation, operations, maintenance, and support training program including courseware, material, and services for the VSLS. The contractor shall provide each training course in a single day.

The training requirements defined herein shall consist of, but not be limited to, furnishing ALL labor, materials, and transportation for the planning, organizing, and executing of training. The Contractor shall provide an instructor at a location of The Department's choice to conduct the training courses described herein.

5.1 Training Course Requirements

- A. The Contractor shall provide a training plan and schedule for The Department's approval prior to performing any training.
- B. Provide an instructor at a location of The Department's choice to conduct "classroom and "hands-on" training.
- C. Conduct training following the successful completion of the system performance test of the first sign of a VSLS and at additional times as requested by The Department.
- D. Submit to the TMC Manager a schedule for approval at least 21 calendar days prior to conducting the training program so that attendance of staff can be coordinated.
- E. Provide sufficient copies of training manuals for each participant's use during the training program and for back-up (i.e., one (1) complete set of approved training materials to each participant). In addition, the Contractor shall submit one copy of all final text-based workshop materials and visual aids on CD-ROM to the TMC Manager. The training material shall include detailed installation, operation, and maintenance procedures for the operation of hardware and software associated with the VSLS and its components.

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- F. At a minimum, training session shall be conducted in a single day for four (4) hours of classroom/hands-on training. Bidders should assume that each training session will occur on separate days; however, The Department and the Contractor may be able to determine a more advantageous schedule.
- G. The Department and the Contractor shall coordinate a time to conduct each Training Course, but the first course should commence within thirty (30) business days following the successful completion of the system performance test of the first Detector type/model. Additional courses may be requested at other time(s) as requested by The Department.

5.2 Installation Training Requirements

The portion of the training session covering System Installation shall cover the proper installation techniques for the installation of VLSL equipment. The installer training shall include as a minimum:

- 1) VLSL handling
- 2) VLSL mounting
- 3) VLSL installation
- 4) VLSL communications
- 5) VLSL installation safety
- 6) Catalog Parts

The training shall include all materials and manuals required for a complete installation of the equipment.

5.3 Operations Training Requirements

This portion of the training session shall cover, as a minimum, the following:

- 1) Basic operational procedures and instructions for the field controller and remote operations
- 2) Equipment manuals
- 3) System and software trouble shooting

The training shall include all materials and manuals required for a complete demonstration of the system, procedures, operation, and equipment operation. This training shall stress the day-to-day operation of the completed system, its capabilities, and troubleshooting techniques.

5.4 Maintenance Training Requirements

This portion of the training session shall cover, as a minimum the following

- 1) Review of basic system configuration and operation
- 2) Review of preventative maintenance procedures
- 3) Review of system trouble shooting procedures
- 4) Theory of operation, circuit description
- 5) Calibration, alignment, and adjustment procedures for all sensors
- 6) Wiring diagrams
- 7) Complete schematics and sub-component parts listing

The training shall include all materials and manuals required for The Department to maintain and repair all field equipment. The training shall include theory of operation, circuit description, preventive maintenance procedures, troubleshooting, field adjustments, and/or calibration of the sensors and repair of all equipment.

The Maintenance training plan shall also be provided to the ITS Maintenance Manager. Scheduling of the Maintenance Training session shall be coordinated with the ITS Maintenance Manager.

5.5 Follow-up/Refresher Training Requirements

- A. The purpose of this training is to provide new Department employees as well as others with a refresher course of all three (3) previous training items. The Refresher Course shall fulfill the same requirements as defined for the initial course above, including the provision of training materials to each participant. One Refresher Course shall be provided. Bidders should assume that each training session will occur on separate days, although The Department and the Vendor may be able to determine a more advantageous schedule.
- B. The previous training items include:
 - a. Installation
 - b. Operations
 - c. Maintenance
- C. The Contractor shall be responsible to update the training material, if the VSLs provided during the latter part of the projects have been upgraded.

5.6 Technical Assistance

- A. The Contractor shall provide manufacturer-authorized service center staff to provide technical assistance if needed. This office shall provide a phone number that can be contacted for this purpose and be available on-call Monday through Friday starting at 8:00 AM on Monday until 5:00 PM on Friday Eastern time for service calls and parts as needed. This service shall be provided within 24 hours after a call has sent during the above hours. If a call has been sent during any other times, the return call shall be placed within 4 hours after 8:00 AM of the next business day (after a weekend or any Federal and State holidays).
- B. The manufacturer shall have trained vendor-certified technical personnel to assist the Contractor in the event assistance is needed at each/any sign installation site and to assist with the installation, deployment, and operation of the VSLs. The manufacturer's representative shall provide assistance in the following areas:
 - a. Sign Panel
 - b. Sign Controller
 - c. Electrical and communication systems/software

6. Warranty

6.1 Component Warranty

The Contractor shall extend to The Department a policy guarantee on equipment and/or services against defective material and workmanship for a period of three (3) years from date of final acceptance. Any item that is normally covered by the warranty policy but is determined to have been damaged through misuse or operator neglect shall be exempt from coverage. If any part of the unit is normally covered by a warranty policy for more than the minimum warranty period, the full period of warranty policy shall be provided to The Department. The warranty period shall begin from the date of final acceptance by the TMC Manager for each complete unit. The Contractor shall be solely responsible for the warranty of equipment by other vendors, but that are provided by the Contractor as part of this Contract including parts and labor for removal and re-installation of a failed component.

The Contractor shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty without cost to

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The Department. When warranty work is required, The Department shall notify the Contractor and/or his designated maintenance facility. Upon notification that warranty work is required, the Contractor shall be required to respond either by telephone or in person within five (5) business days after notification by The Department. If The Department and the vendor determine that an on-site visit is necessary, the Contractor shall provide the necessary labor force (technicians) necessary within five (5) business days after notification from The Department to perform the necessary repairs and/or adjustments to be accomplished (Note: if the provision of replacement parts requires more time, the Contractor shall inform The Department immediately with a corresponding timetable). The Contractor shall bear the cost of transporting the equipment both to and from the site as well as any labor and other direct costs to perform these activities.

The warranty period shall also cover the supply and installation of any and all software upgrades for the DMS, including COTS, MIBs, and firmware.

The Contractor shall be responsible to insure that work required on any unit component covered by this warranty is accomplished within limits prescribed herein. If required repairs are not accomplished within the prescribed limits established above, The Department shall have the right to make any necessary repairs and/or adjustment, and to charge the Contractor the cost of all labor, materials, equipment, and all other incidental costs necessary to affect such repairs.

6.2 Service Operation Warranty

The following service operation warranty shall apply:

- A. A service operations warranty period shall be provided for three (3) years on both the mechanical components and on the electrical components.
- B. These periods start from the date an entire VSLs unit has been delivered and inspected by The Department.
- C. The service operations warranty period shall apply to the entire VSLs system and shall include replacement of any part used during the service operations period at no cost to The Department. This shall include all parts and labor for the successful vendor to visit the location of the VSLs (regardless of the current location within the State of Delaware) and to perform any replacement or repair activities.
 - a. The Contractor shall acknowledge any warranty claims within five (5) business days of receipt of an e-mailed warranty claim, either in writing or via e-mail.
 - b. If the Contractor or The Department determine (only one party shall be required to determine this need) that on-site assistance is necessary to fix a problem, a trained Contractor-certified technician shall be dispatched within five (5) business days to the location of the sign in question. The five (5) business days shall begin when the written or e-mail request is made.
 - c. If the Contractor and The Department mutually determine that The Department can make a particular repair but a part is needed (i.e., not existing in The Department's spare part collection), this part shall be sent via FedEx and arrive at The Department's Smyrna TMC within five (5) business days after the determination has been made.
- D. Within the three (3) year service operations warranty period, The Department reserves the right to require the replacement of the VSLs system under the following circumstances:
 - a. If one particular component fails more than three (3) times on the same VSLs within a period of 3 months, the whole portable DMS shall be replaced without any costs to The Department.
 - b. If several different components such as sign controller and LED modules and power supplies and board drivers fail more than four (4) times on the same VSLs within a period of 3 months, the whole VSLs shall be replaced without any costs to The Department.
- E. The service operations warranty item does not include the normal usage wear and/or costs of electrical energy from local power companies.

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MEASUREMENT AND PAYMENT

The Special Provisions and Technical Specifications within this Contract define the Variable Speed Limit Sign (VSL) System which includes the VSL, along with ancillary items and miscellaneous equipment including catalog parts. In addition, Training, Maintenance, Warranties, Support, Plans, Specifications, and Documentation for the VSL, Software, and associated ancillary equipment the successful furnishing of a complete VSL System, as outlined within this Contract and the Special Provisions and Technical Specifications, will be provided to The Department by the Contractor as defined within this Contract, and measured and paid for as defined herein.

Measurement of the individual items of this Contract shall be made on the actual number of each item, as defined below, delivered complete as specified and accepted to the satisfaction of The TMC Manager.

The accepted unit pay quantities shall be paid for at the applicable Contract unit price per unit set forth in the bid proposal form schedule. Payment shall be made on individual items after the items have been completed and accepted by The TMC Manager.

Items 1001, 2001, 3001, 3002, 3003, and 4001 comprise the base bid. (Item 5001, Catalog Parts List, shall be provided at no charge and must be submitted along with the bidder's response.) The bidder shall specify a unit price for each of these items.

ITEM 1001 - SUPPLY VARIABLE SPEED LIMIT SIGN (VSLS)

Description:

This item shall consist of furnishing and providing to The Department a complete VSLS LED display matrix that shall meet all performance, operation, and reliability standards of the VSLS as described within this Contract, the Special Provisions, and the Technical Specifications. This shall include, but not be limited to the hardware and software interfaces, power and communication supplies, brackets, hardware, cables, and appurtenances as specified. The VSLS shall include all necessary electrical and communication cable jumpers, splices, connectors and cable terminations, and furnishing all the necessary training such that Department forces can provide proper labor and materials to independently install the VSLS System.

Method of Measurement and Basis of Payment:

The payment for this item shall be made at the Contract unit bid price per each for "Supply Variable Speed Limit Sign (VSLS)" and shall include full compensation for providing all materials, transportation, storage, and other incidentals necessary to furnish and provide the equipment and comply with this Contract, the Special Provisions, and the Technical Specifications. The Contractor shall be responsible within this payment item to provide an NTCIP compliant sign as required, sign panel, LED's, controller, enclosures, display face window, other appurtenances, and supply The Department with all satisfactory testing results defined in The Contractors Acceptance Test Plan, along with warranties, documentation, standards, and certifications as specified in this Contract, the Special Provisions, and Technical Specifications. Training for the VSLS System shall be paid for under a separate bid item.

The Contractor shall be paid one-hundred percent (100%) of the accepted Contract unit bid price for Supply Variable Speed Limit Sign (VSLS) only after the successful completion and submission of these item requirements necessary for supply to the Department are met, as specified in this Contract, the Special Provisions, the Technical Specifications, and as approved by The Engineer.

ITEM 2001 – VSLS APPLICATION SOFTWARE

Description:

This item shall consist of furnishing the VSLS Application Software including, but not limited to, the procurement of VSLS Application Software with procurement of software licenses for the subject installation as specified. The complete VSLS Application Software System shall contain software components, as described within the Special Provisions and Technical Specifications, which require integration with or support browser-based, open-architecture, industry standard communications control/transmission, and industry-standard open-architecture SQL central database/repository.

Method of Measurement and Basis of Payment:

The payment for this item shall be made at the Contract unit bid price for "Supply and Install VSLS Application Software" and shall include at a minimum the software supporting a standard Oracle DBMS, software supporting a GUI, MIB Software, and terms set forth in Appendix A, "Intellectual Property/Software Documentation and Ownership Agreement". Upon final acceptance of the software, payment shall be one-hundred percent (100%) for providing all mobilization, labor, tools, equipment, materials, transportation, storage, and other incidentals necessary to furnish and install the software and comply with this Contract, the Special Provisions, and the Technical Specifications.

ITEM 3001 - INSTALLATION TRAINING PROGRAM

Description:

This item shall cover all costs associated with the preparation and implementation of the Installation Training Programs specified as part of this Contract and the Special Provisions. The work shall include but not be limited to furnishing ALL necessary labor, materials, and transportation for the planning, organization, and executing of training for installation of the complete VSLS, and/or associated equipment for each VSLS type/model ordered.

Method of Measurement and Basis of Payment:

The payment for this item shall be made at the Contract unit bid price for each "Prepare and Implement Installation Training Program", and shall include full compensation for providing all necessary labor, materials, and transportation for the planning, organization, and executing of training for operations, along with training on the proper installation, assembly, testing, transportation and handling, support, and safety of all installation operations for the complete VSLS, and/or associated equipment for each VSLS type/model ordered.

The Contractor shall prepare and implement an Installation Training Program for the VSLS along with the VSLS Application Software. One (1) copy of the Installation Technique Training manual be submitted to The TMC Manager at least thirty (30) calendar days before the training begins, and shall contain at a minimum the basic operational procedures and instructions for the field controller and remote operations, communications equipment, software features, equipment manuals, preventative maintenance procedures, and system and software troubleshooting. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course. This training shall also include all materials and manuals required for a complete demonstration of the system installation, procedures, operation, and equipment operation, as well as all other items described within the training requirements of these Special Provisions.

Upon the completion of each Installation Training Programs, payment shall be one-hundred percent (100%) of the accepted Contract unit bid price for each Operations Training Program offered, as completed to the satisfaction of The TMC Manager by the terms set forth in this Contract.

ITEM 3002 - OPERATIONS TRAINING PROGRAM

Description:

This item shall cover all costs associated with the preparation and implementation of the Operations Training Programs specified as part of this Contract and the Special Provisions. The work shall include but not be limited to furnishing ALL necessary labor, materials, and transportation for the planning, organization, and executing of training for operations for the complete VSLS, and/or associated equipment for each VSLS type/model ordered.

Method of Measurement and Basis of Payment:

The payment for this item shall be made at the Contract unit bid price for each "Prepare and Implement Operations Training Program", and shall include full compensation for providing all necessary labor, materials, and transportation for the planning, organization, and executing of training for operations, along with training on system trouble shooting, operational procedures, and equipment operation for the complete VSLS, and/or associated equipment for each VSLS type/model ordered.

The Contractor shall Prepare and Implement an Operations Training Program for the VSLS along with the VSLS Application Software. One (1) copy of the Operations Technique Training Program manual shall be submitted to The TMC Manager at least thirty (30) calendar days before the training begins, and shall contain at a minimum the basic operational procedures and instructions for the field controller and remote operations, communications equipment, equipment manuals, preventative maintenance procedures, and system troubleshooting. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course. This training shall also include all materials and manuals required for a complete demonstration of the system, procedures, operation, and equipment operation, as well as all other items described within the training requirements of these Special Provisions.

Upon the completion of each Operations Training Programs, payment shall be one-hundred percent (100%) of the accepted Contract unit bid price for each Operations Training Program offered, as completed to the satisfaction of The TMC Manager by the terms set forth in this Contract.

ITEM 3003 - MAINTENANCE AND REPLACEMENT TECHNIQUE TRAINING PROGRAM

Description:

This item shall cover all costs associated with the preparation and implementation of the Maintenance and Replacement Technique Training Programs specified as part of this Contract and the Special Provisions. The work shall include but not be limited to furnishing ALL necessary labor, materials, and transportation for the planning, organization, and executing of training for Maintenance and Replacement Techniques for the complete VSLS, and/or associated equipment for each VSLS type/model ordered.

Method of Measurement and Basis of Payment:

The payment for this item shall be made at the Contract unit bid price for each "Prepare and Implement Maintenance and Replacement Technique Training Program", and shall include full compensation for providing all necessary labor, materials, and transportation for the planning, organization, and executing of training for operations, along with maintenance and replacement technique training on the proper operation, support, and safety of all operations for the complete VSLS, and/or associated equipment for each VSLS type/model ordered.

The Contractor shall Prepare and Implement a Maintenance and Replacement Technique Training Program for the VSLS along with the VSLS Application Software. One (1) copy of the Maintenance and Replacement Technique Training Program manual shall be submitted to The TMC Manager at least thirty (30) calendar days before the training begins, and shall contain at a minimum the basic system configuration for operational procedures, review of preventative maintenance procedures, review of system troubleshooting procedures, replacement technique training requirements, theory of operation, circuit description, calibration, alignment, and adjustment procedures for all VSLS sensors and LED's, wiring diagrams, and complete schematics and sub-component parts listing. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course. This training shall also include all materials and manuals required for a complete demonstration of the system, procedures, operation, and equipment operation, as well as all other items described within the training requirements of these Special Provisions.

Upon the completion of each Maintenance and Replacement Technique Training Programs, payment shall be one-hundred percent (100%) of the accepted Contract unit bid price for each Program offered, as completed to the satisfaction of The TMC Manager by the terms set forth in this Contract.

ITEM 4001 - TECHNICAL ASSISTANCE AND TELEPHONE SUPPORT

Description:

This item shall consist of providing to The Department a manufacturer-authorized service center staff to provide Technical Assistance and Support for the VSLs Systems outlined within this Contract, if needed.

Method of Measurement and Basis of Payment:

The successful bidder shall have manufacturer trained vendor-certified technical personnel to assist the Contractor in the event assistance is needed at each/any VSLs deployment site for installation, operation, maintenance, and replacement techniques of the VSLs, and/or associated equipment, for the duration of this Contract which The Department utilizes these VSLs Systems and/or associated equipment. Technical Assistance and Support shall be procured on an initial three (3) year basis. The Department shall reserve the right to extend or discontinue this Technical Assistance agreement on an annual basis.

Payment for this item shall be made at the Contract unit bid price for "Supply of Technical Assistance and Telephone Support" and shall be paid by The Department to the Contractor for each hour of service provided to The Department. Service and available on-call assistance shall be available during normal Department business hours, Monday through Friday, 5:00 AM until 7:00 PM daily, Eastern Time for service calls and parts as needed.

ITEM 5001 - CATALOG PARTS LIST

Description:

This item shall consist of providing to The Department a list of Catalog Parts including quantities and cost estimates for the VSLs types/model specified within this Contract. The Contractor shall provide to The Department an inventory of all suggested minimum stocked catalog parts that should be kept on hand in the parts room for each of the VSLs, and/or associated equipment that are used typically for the VSLs System, including all associated equipment, and other components that provide for a fully functional VSLs over a period of three years. Catalog parts needed shall be calculated on the quantity of VSLs as indicated on the bid proposal form, with all associated equipment specified within this Contract, the Special Provisions, and the Technical Specifications.

The Catalog Parts shall be provided as a complete assembly with all items necessary for replacement. The spare part replacement should not require any specialized tools; however, if uncommon tools are necessary, those tools shall be provided with the catalog parts list.

Method of Measurement and Basis of Payment:

In conjunction with the Bid Submission, the **Contractor shall submit to The Department with the Bid Package all suggested minimum stocked catalog parts** as described above and within this Contract and the Special Provisions. **The Contractor shall provide a discounted price from the manufacturers recommended catalog parts list price** and shall be incidental **with the Bid Submission**. Items purchased from the catalog parts list will be purchased under individual purchase orders. Price and quantities ordered will be as agreed upon by The Department and the Contractor from the approved catalog parts list, or as negotiated at time of purchase between The Department and the Contractor. Upon final delivery of individual catalog part purchase orders, payment shall be one-hundred percent (100%) for the delivery of the catalog part(s) and all other associated appurtenances, as defined within this Contract and individual purchase orders.

STATE OF DELAWARE
Department of Transportation
Contract Administration

APPENDIX A
Intellectual Property/Software Documentation
And Ownership

APPENDIX A – Intellectual Property/ Software Documentation and Ownership

Intellectual Property Rights

The Contractor shall license all software provided as part of the VSLs to The Department and all information and printed graphs, tables and reports from the VSLs shall be the property of The Department and may be used and/or distributed at The Department's discretion for its purposes as defined in Appendix A, Intellectual Property/Software Author Agreement.

The Contractor shall be required to submit a copy of Appendix A, Intellectual Property/Software Documentation and Ownership signed by an authorized officer of the firm, after the award of the Contract.

Software Documentation

The Contractor shall deliver to The Department all Contractor-provided field system software executables used in this project to control the delivered VSLs Types. The Contractor must deliver a statement giving The Department unrestricted use of this software within the State of Delaware.

Copies of the utilized firmware, i.e., the software running in the VSLs controller, do not need to be provided. However, copies of the utilized NTCIP Management Information Base (MIB) shall be provided for each VSLs separately. Additionally, each sign shall be provided with an operational description describing how to initialize the sign (including initialization of the communications), how to reboot the sign, etc.

The Contractor will provide valid licenses to The Department for all applications that are used in the VSLs.

STATE OF DELAWARE
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BID QUOTATION REPLY SECTION

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number prior to the bid date and time.

Bids shall be submitted to:

Via Delivery Service:

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

via U.S. Mail:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
PO Box 778
DOVER, DE 19903**

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 WILL BE READ AT THE BID OPENING

STATE OF DELAWARE
Department of Transportation
Contract Administration

PROPOSAL REPLY REQUIREMENTS

Bidders are reminded of the following requirements. In the event of a discrepancy between this Proposal Reply Requirements document and the ITB Bid contract, the ITB contract will prevail.

- BIDS MUST BE SUBMITTED IN HARDCOPY FORMAT. BIDS ARE NOT TO BE FAXED, E-MAILED, OR INCLUDED IN A COMPUTER DISC.

- BID DOCUMENTS MUST CONTAIN ORIGINAL SIGNATURES.

- BIDS MUST BE DELIVERED TO:

Via Delivery Service:

via U.S. Mail:

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

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
PO Box 778
DOVER, DE 19903

Bidders MUST provide the following with their bid:

1. **Attachment 2 - BIDDER'S CERTIFICATION**
One (1) complete, signed and notarized copy
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
2. **Attachment 3 - Subcontractor Information Form**
Fill out at least section 1 through 3a.
If using any Subcontractors, fill out the complete page for each Subcontractor.
3. **Attachment 4 - Business References**
You do not have to use this form; however, you must submit a single page that includes all information for all three references.
4. **Attachment 5 - Confidential Information Form**
Submit this form even if your proposal does not contain confidential information.
5. **Attachment 6 – Bid Forms**
Note instructions on the bid form regarding hand written versus typewritten.
Enter only the information requested.
6. **Catalog Parts List** – Refer to Item 5001 in the Technical Specifications section.

The items listed above provide the basis for evaluating each Bidders' proposal.

Please review and follow the information and instructions contained in these documents. Should you need additional information, please contact DelDOT Contract Administration via e-mail at dot-ask@state.de.us or call 302-760-2031.

STATE OF DELAWARE
Department of Transportation
Contract Administration

Sample B

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

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: dot-ask@state.de.us.

NO BID REPLY FORM (optional)

CONTRACT No. DOT1307-VARSPLMTSIGN

TITLE: VARIABLE SPEED LIMIT SIGNS

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

STATE OF DELAWARE
Department of Transportation
Contract Administration

CONTRACT NO.: DOT1307-VARSPDLMTSIGN
TITLE: VARIABLE SPEED LIMIT SIGNS
OPENING DATE: MAY 21, 2013

Attachment 2

BIDDER'S CERTIFICATION

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 submitted this date.

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.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ (Check one)

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____
(circle one) (circle one) (circle one)

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

NAME OF AUTHORIZED REPRESENTATIVE (type or print): _____

SIGNATURE _____ TITLE _____

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 _____

Subcontractor Information Form
 CONTRACT NO. **DOT1307-VARSPDLMTSIGN**
 CONTRACT NAME: **VARIABLE SPEED LIMIT SIGNS**

PART I – STATEMENT BY PROPOSING BIDDER

1. CONTRACT NO. DOT1307-VARSPDLMTSIGN	2. Proposing Bidder Name:	3. Mailing Address
3a. <input type="checkbox"/> Check Box if no Subcontractor will be used, otherwise, complete remainder of the form.		
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification (if applicable): Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Business References

CONTRACT NO. **DOT1307-VARSPDLMTSIGN**
Contract Name: **VARIABLE SPEED LIMIT SIGNS**

BIDDER: _____

List three business references, including the following information:

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

If you have held a State contract within the last 5 years, please also list the contract number.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

(Use of this form to list references is not required. Do not exceed one page total.)

BID QUOTATION

CONTRACT NO.: DOT1307-VARSPDLMTSIGN
 CONTRACT TITLE: VARIABLE SPEED LIMIT SIGNS

BIDDER NAME: _____

UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

ITEM NO.	APPROX QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1001	50	EACH	Supply Variable Speed Limit Sign (VSLS)		
2001	1	EACH	VSLS Application Software		
3001	1	EACH	Installation Training Program		
3002	1	EACH	Operations Training Program		
3003	1	EACH	Maintenance and Replacement Technique Training Program		
4001	1	EA HOUR	Technical Assistance and Support		
				BID TOTAL	\$

For informational purposes only – not to be used in evaluation of award:

DELIVERY AFTER RECEIPT OF ORDER

Stock Items _____ days ARO

Non-Stock Items _____ days ARO

DISCOUNT OFF OF MANUFACTURERS LIST PRICE OF PARTS: _____%

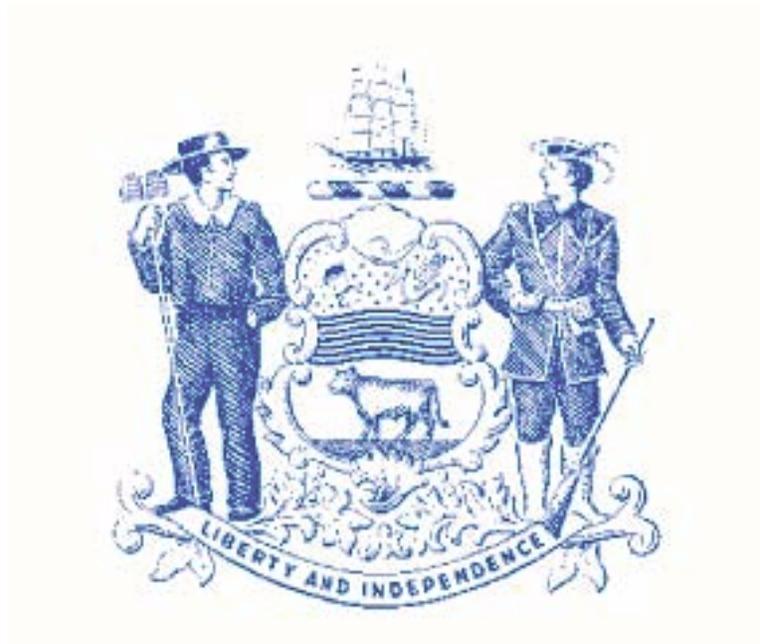


State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/index.shtml>



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)

100 Enterprise Place, Suite 4

Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: osd@state.de.us

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