

**DELAWARE DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS**



**Delaware Department  
of Transportation**

**CONTRACT No: 1804**

**REAL-TIME SHELTER SIGNS**

**Delaware Department of Transportation**

**PROPOSAL DUE DATE/TIME:**

2:00 PM Tuesday, November 15, 2016

Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19901 by **2:00 p.m.** (Local time) on proposal due date shown above.

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**REQUEST FOR PROPOSALS**  
**REAL TIME SHELTER SIGNS**

**1. OVERVIEW AND AUTHORITY**

**1.1. Purpose**

This Request for Proposals (RFP) is issued by the Delaware Department of Transportation's Delaware Transit Corporation (Department) for the purpose of acquiring proposals from prospective bidders to provide all necessary software, hardware and console software for transit system bus shelter signs. The purpose of these signs is to enable the Department's customers to receive a real-time update. The Department will have full right to control and configure the displays at each location and must retain ownership of the content.

The Department is looking for a forward thinking vendor who has expertise in working with transit agencies and should be capable of meeting all the requirements specified in this RFP. The scope of the project will include but not be limited to; supplying the shelter signs, maintenance of shelter signs, ability to implement and integrate future expansion and enhancement that will meet the Department's current and future needs, including the ability to host. A SaaS solution is preferred.

Upon successful negotiation and agreement the Department plans to implement a small number of test locations. The Shelter signage system shall initially include 6-8 LED/LCD display shelter signs. Up to 40 additional LED/LCD display signs could be added without impacting system performance or requiring an upgrade of the applications.

The Department will provide power and installation of all signs. The vendor will be responsible for providing all hardware required for installation. The vendor shall propose recommendations on single face and double face signs with dimensions not to exceed 22"H x 37"W x 8.5"D unless preapproved by the Department.

Agreement Term: Three (3) year initial term with two (2) one (1) year extension options.

Type of Agreement: IDIQ

Anticipated Funding: Federal funds may be utilized.

Regulatory References: 29 Del.C. §6981, 2 CFR part 200

**1.2. Authority**

This Request for Proposals is issued pursuant to 29 Del. C. §6982(b).

**1.3. Intent**

The intent of this proposal request is to secure a qualified firm which has proven ability to supply hardware, software, system implementation, testing, training, and continued warranty and updating requirements as required in this RFP.

**1.4. Questions**

Responses to questions concerning the RFP, submissions, and procedures may be obtained by submitting questions to the Department's Professional Services mailbox at:

[dot.profservices@state.de.us](mailto:dot.profservices@state.de.us)

In order to ensure a timely response, questions must be submitted at least ten (10) business days before the proposal due date. The Department's response to questions will be posted on the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>.

All questions concerning this RFP should reference "RFP - 1804 Real-Time Shelter Signs" in the subject line. Please list the section name and number and page number with your request.

## **2. PROJECT REQUIREMENTS**

### **2.1. Testing and Acceptance**

#### **2.1.1. In-House Testing**

Upon issuance of the Notice to Proceed, the vendor shall furnish a comprehensive end-to-end shelter sign test set for in house testing including a fully functioning set of shelter signs and console software application. In their proposal, the vendor shall provide a detailed description of their recommended test sets supporting the requirements and implementation as described in the RFP. The Department reserves the right to perform independent testing outside the scope of the recommended test sets at its sole discretion. The Department will determine the number of days to allocate for in-house testing. Official in-house testing acceptance sign off must be made before proceeding to field implementation. Mutually agreed upon acceptance criteria will provide the basis for sign off. Acceptance criteria will be based upon hardware and software defect resolution and severity classification (i.e. sign off cannot be obtained with the existence of Severity 1 or 2 defects, for example)

#### **2.1.2. Field testing**

Upon successful installation of all necessary hardware and equipment to designated shelters, field testing will take place for all shelter signs and integrated console software application under this project for the time period desired by the Department. The Department reserves the right to perform independent testing outside the scope of the recommended test sets at its sole discretion. Mutually agreed upon acceptance criteria will provide the basis for sign off. Acceptance criteria will be based upon hardware and software defect resolution and severity classification. Any issues reported during in house testing shall be fixed prior to field testing.

### **2.2. Warranty**

Warranty must be for a minimum of twelve (12) months from final acceptance by the Department. The Warranty must also include a narrative describing the level of support that will be available during the Warranty period. This level of support shall be equal to or greater than the support required during the maintenance period as described below. The narrative must describe any differences between the warranty period and the first year of support services.

### **2.3. Training**

Upon issuance of the Notice to Proceed, the Vendor must submit its plans for a comprehensive training program that will include provision of training manuals, and user's manuals for technical personnel. For end users of console application, include two (2) training sessions. Vendor may also be

required to provide additional training on an as-needed basis during the maintenance period, based on the unit pricing provided in the Cost Proposal. The training plan must include:

- Method of training
- Length of training (estimate number of hours)
- Facility requirements for training
- Detailed outline and description of the training
- List of training materials and samples
- Description of any self-guided training modules that may be available

#### **2.4. Source Code**

The Contractor is to deliver source code for all Custom Software programs developed under this Agreement with all support resources needed to edit, compile and link these programs on the Department's network. If the Contractor is providing COTS software that will be enhanced to conform to minor aspects of this RFP or Custom Software developed to enhance existing COTS software to conform to minor aspects of this RFP is not required to be delivered, but must be delivered with the escrowed source code.

#### **2.5. Custom Software**

The Contractor shall deliver all custom software as machine readable source files, and linkable or executable modules, in addition to installed and operating copies of the programs (baseline software or hardware configuration shall not be created such that only they could change).

- The Contractor shall identify the tools required for the modification and compilation of all provided software programs.
- The Contractor shall not place any legend on the custom software, which restricts the Department's rights in such software.
- The Contractor agrees that upon payment for services rendered, all data, documents, computation, and the like prepared or obtained under the terms of this Agreement shall be the sole property of the Department and, upon request, shall be delivered to the Department.

All Intellectual Property Rights in Developed Software or other items that have been developed for the Customer under this Contract are assigned to the Customer. Nothing in this sub-clause will affect the ownership of any pre-existing Intellectual Property Rights in any tools, object libraries, methodologies and materials used to produce the Developed Software or other items.

#### **2.6. Adherence Schedule**

The GTFS feed for determining adherence schedule will be provided by DTC, and is the preferred method of calculating adherence time. If the vendor, however, uses their own algorithm for determining the Scheduled Adherence of the buses it must be shared with other DTC-internal applications that would use this time, for example a mobile app. All public facing adherence times through signs, internet, or mobile app must use the same timing source.

### **3. PROPOSAL REQUIREMENTS**

#### **3.1. Bidder Instructions**

Bidders are instructed to submit a response to this solicitation (hereafter referred to as “the RFP,” Request for Proposal, or “Request”) addressing the requirements as stated in this RFP. Bidders are encouraged to consider structuring their project and ongoing support responses using a teaming arrangement with other entities as a foundation with the intention of indicating to the Department that the bidding team possesses the qualifications and experience with providing transit solutions and products necessary for a successful award.

The Department will consider options for on premises, external hosted, or hybrid arrangements including support and maintenance and total cost of ownership over a five year period.

Each proposal must be accompanied by a letter which briefly summarizes the proposing firm’s interest in providing the required products, solutions and services. The letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the letter must attest to the fact that no activity related to this proposal will take place outside of the United States. The Department reserves the right to deny any and all exceptions taken to the RFP requirements.

#### **3.2. Written Proposals**

Evaluation of proposals is made easier and more efficient when Vendors respond in a similar format. The following is the format and sequence the Department requires to be followed in order to provide consistency in Vendors’ responses and to ensure proposals receive full and equal consideration. All pages of a submission should be consecutively numbered. All proposals must be bound on 8.5”x11” paper, minimum 12 point font, with the name and address of the Vendor and the RFP number clearly written on the face of the submittal.

The RFP proposal submission must be clear and concise, allowing the evaluators to readily find information and expeditiously review proposals based upon the information requested. Vendor may reference information from the RFP in their response by section number but should not repeat information from the RFP verbatim in their response. Concise responses are preferred.

All Proposal responses are to be structured as follows, with tabs for each major section of the Proposal:

##### **3.2.1. Cover Letter**

The proposal must contain a Cover Letter on the letterhead of the Vendor submitting the proposal, showing the RFP number, Vendor's name and address, the contact person, title, contact person's telephone number, fax, and email. The Cover Letter will serve as a letter of introduction to the Vendor’s team and shall be signed by a person authorized to sign on behalf of and bind the Vendor to statements made in the proposal.

##### **3.2.2. Table of Contents**

Table of Contents including, at a minimum, the sections listed below, section numbers, and page numbers.

### **3.2.3.References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the Department may choose to view existing installations of comparable systems, which may or may not include vendor personnel.

### **3.2.4.Proposed Solution**

Vendors must provide a detailed narrative of their proposed solution which addresses the functional, console application and other project requirements identified in the requirements section of RFP.

### **3.2.5.Testing**

The vendor shall describe how they will design testing criteria and the testing plan referenced in the Testing and Acceptance section.

### **3.2.6.Training**

Discuss the elements that will be included in your training program, meeting the requirements of the Training section. Vendor is to include training costs in their proposal.

### **3.2.7.Staffing and Schedule**

Bidders shall provide a description of key personnel who will be committed to the work described in the RFP. Key personnel comprise the lead Project Manager, the Technical Lead, and lead Quality Analyst, key Developers, and any other personnel pertinent to how the bidder will accomplish the work. The following areas will need to be addressed:

- The nature and extent of project team members' involvement in the project;
- Summarize their qualifications related to specific requirements of this project;
- Resumes of professional staff must be included. Please redact private identifiers such as home addresses, home phones, and social security numbers;
- Job descriptions for all project staff must be included. Descriptions must include the hours the staff person works each week and the number of hours assigned to this program each week;
- A Project Organizational Chart must be included.

Bidders shall also provide their estimates for Department personnel participation and a preliminary schedule showing key milestones reflecting the bidder's proposed System Development Lifecycle (SDLC) for this project. These estimates, to be stated separately from the bidder's key personnel description, are data that the Department will use for planning purposes. The estimate for Department personnel time should identify the number of hours needed by subject matter expert and reflect the bidder's planned SDLC for this engagement. Bidders are to provide the assumptions made as the basis of these Department resource estimates.

### **3.2.8. System Design Submission**

Bidders shall provide documentation showing the design of the proposed environment that will be needed on premise or in the case of a hosted or hybrid system design that will house the Department's data. This documentation is required to be in the format of the State's Architectural Review Board System Design Template, indicating proposed interfaces to Department IT systems and showing how the bidder will meet the Department's standards for housing Secret data where applicable. The design provided should indicate n-tier architecture, protocols, ports, and product versions of software being housed on servers, including OS, database, middleware etc. as applicable. Please note, the successful bidder will be required during the course of the project to supply any revised diagrams based upon changes to the environments housing the Department's data as well as a data dictionary or data model. The State's Architectural Review Board System Design Template can be found here:

<https://dti.delaware.gov/information/ARBtemplates.shtml>

System Design should also reflect a proposed method for consumption of data. The Department recommends that the bidders record any assumptions made regarding the System Design, as this will assist the successful bidder and the Department as the vendor is to produce the final system design deliverables.

### **3.2.9. Source Code Escrow**

The Department would like to assess the risk of source code loss that is critical to the Vendor's product to be delivered as part of this agreement but was not developed under any US Government entity agreement. Bidders shall provide an estimate of percentage of code that is planned to be developed to satisfy the RFP requirements, and provide a cost estimate for Source Code Escrow for the percentage of code being provided that is custom-developed software not available to the general public. Bidder will supply a draft agreement from the third party escrow agent upon which the Source Code Escrow estimate is based unless the bidder is proposing all software (100%) be developed under this agreement.

### **3.2.10. Project Management Plan and Schedule**

Bidder must present its proposed project management plan and schedule.

Bidder must submit a detailed project plan that addresses the tasks and estimated timelines required to accomplish the requirements outlined in this RFP. The proposal must include details related to all Vendor and Department tasks associated with the project, including, without limitation:

- a. Project Initiation
- b. System Documentation
- c. Requirements and Customization
- d. In-house Testing
- e. In-house Acceptance
- f. Field implementation

- g. Field Testing
- h. Field Acceptance
- i. Training

Bidder must identify milestones in the proposed project work plan to measure overall progress and as an indicator of conformance with the established project schedule. Milestones shall be identified by timeline.

Bidder's proposed work plan must include a three (3) week timeframe for the Department to review and approve task completion deliverables, without interrupting the continuing progress towards completion of the project.

The proposed project work plan must include the time frames and required resources for each task in the project.

### **3.2.11. Warranty**

The Vendor must submit a narrative describing the Warranty period. At a minimum this should include the length, terms and conditions of the warranty period. Warranty must be for a minimum of twelve (12) months from final acceptance by the Department. The Warranty must also include a narrative describing the level of support that will be available during the Warranty period. This level of support shall be equal to or greater than the support required during the maintenance period as described below. The narrative must describe any differences between the warranty period and the first year of support services.

### **3.2.12. Maintenance and Support Services**

The Vendor must submit a comprehensive proposal for post-implementation support services for a period of five (5) years. Vendor shall specify response time and service level agreement for multiple tiers of service. Department may choose to perform sign maintenance or hire a third-party at its sole discretion after or in lieu of the expiration of maintenance agreement.

### **3.2.13. Demonstrated Experience**

The Vendor must submit information demonstrating the Vendor's relevant experience in providing transit service/products for public agencies similar to those sought by the Department through this RFP. Include Vendor's business history, number of years in operation. Experience of key subcontractors (defined as a separate corporate entity comprising 20% or greater of the total labor cost of the proposed contract) should also be included here.

The Vendor must submit a project staffing proposal that supports the proposed project work plan. Identify the project manager and key personnel who will be performing the work on the project. Provide resumes highlighting relevant experience and describe the percentage availability of the PM and key personnel for the anticipated duration of this project. Vendors are advised that no changes or substitutions of the PM or key personnel will be allowed without the prior written approval of the Department. Describe the PM and key personnel's experience in application development, design, construction, integration and maintenance of the system and subsystems described herein.

Submit a list of any proposed subcontractors and other persons and organizations that are anticipated to furnish the principal items of material and equipment for this project. This list shall be accompanied by and experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractors, person or organization.

Provide a Matrix summarizing the proposed staffing for this project. The matrix must include a list of personnel with the following columns: Name, Role, Key/Non-Key, On/Off Site, Full-Time/Part Time, Numbers of Years of Experience, list of states where they have been involved in implementing similar systems.

Include a project team organizational chart.

#### **3.2.14. Submission Spreadsheet**

See the Appendix B portion of this RFP and the referenced “Appendix B - Submission Spreadsheet” for information regarding how to submit.

### **3.3. Bid Submissions**

#### **3.3.1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

#### **3.3.2. Submission of Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The Department reserves the right to reject any non-responsive or non-conforming proposals. An authorized representative of the company submitting a proposal must sign the original proposals. Notification of the proposal award and all communications will be made by e-mail.

**The Consultant shall submit one (1) original and five (5) copies** of the proposal. Receipt of insufficient copies of the Expression of Interest and non-compliance with providing the requested information in the desired format may result in elimination from the overall shortlist and selection process.

**An original and two (2) copies of the Appendix B – Submission Spreadsheet** must be sealed inside the envelope containing the Proposals. Along with the original, please submit two (2) copies of your Appendix B – Submission Spreadsheet in **BOTH Adobe (.pdf) and Excel (.xls or .xlsx)** electronic format on digital media storage (CD/DVD or USB flash drive) to include one (1) original and one (1) redacted copy and mark them as such or your bid may be rejected.

**Firms responding to this Request for Proposals shall prepare and submit two (2) .pdf format electronic copies (e.g. CD, flash drive) of their Expression; to include an original copy and a redacted copy.** The original will include a .pdf file their original signed proposal as submitted and should be clearly marked “Original”. The redacted copy will include a .pdf file their original signed proposal with any proprietary or confidential information redacted and this copy should be clearly marked as “Redacted Copy”. Electronic copies should be submitted along with the other copies. **This electronic copy is required even if the submission contains no**

**proprietary or confidential information.** Firms should review Delaware’s Freedom of Information Regulations, section 6, Requests for Confidentiality, on the DelDOT Website [www.deldot.gov](http://www.deldot.gov) and Section 10002(l) “Public record” of the Delaware Code, <http://delcode.delaware.gov/title29/c100/index.shtml> to determine what information may be considered proprietary or confidential and may be redacted from their Expression of Interest.

It is the responsibility of each vendor to have all properly sealed and marked proposals delivered to the below address no later than **2:00 PM (Local Time) on November 15, 2016**. The Department’s time shall be the official time. The Proposals should be delivered to:

Contract Administration – Agreement #1804  
ATTN: Shelly K. Alia  
Delaware Department of Transportation  
800 Bay Road, Dover, DE 19901

Vendors are directed to clearly print “**1804 BID ENCLOSED**” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery.

### **3.3.3. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the Department.

### **3.3.4. Concise Proposals**

The Department discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The Department’s interest is in the quality and responsiveness of the bid.

### **3.3.5. Proposal Clarification**

The Department may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

### **3.3.6. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a replacement of a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals. The information or request should be submitted in writing on company letterhead or equivalent and contain the signature(s) of the person(s) who submitted the original proposal. Vendors must indicate on the outside of the envelope that the proposal contained within replaces

and takes the place of a previously submitted proposal. Requests to withdraw a proposal may require a confirmation response.

### **3.3.7. Proposal Costs and Expenses**

The Department will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

### **3.3.8. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder for a minimum of ninety (90) days after bid submission. The Department reserves the right to ask for an extension of time if needed.

### **3.3.9. Extensions**

The Department may extend the time and place for the receipt and opening of proposals on not less than two (2) calendar days' notice by electronic means. Any extension of time will be posted as an addendum to the RFP on the State's procurement web site at <http://bids.delaware.gov>.

## **3.4. Confidentiality**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the Selection Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to execution of the agreement unless such disclosure is required by law or by order of a court of competent jurisdiction.

## **3.5. Primary Vendor**

The Department expects to negotiate and contract with only one "prime vendor". The Department will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any agreement that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the Department as a result of this procurement. The Department will make payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

## **3.6. Sub-contracting**

This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by the Department.

### 3.7. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple proposals.

## 4. SELECTION AND AWARD PROCESS

### 4.1. Selection Committee

The Selection Committee shall be comprised of Department representatives. The committee shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP. The committee may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The committee shall make a recommendation to award to the successful vendor in the best interests of the Department.

### 4.2. Proposal Selection Criteria

The information required to be submitted in response to this RFP has been determined by the Department to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

### 4.3. Criteria

All submissions shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Items	Max Points
<b>TECHNICAL</b>	<b>45</b>
Compliance to industry design standards	10
User Interface & Functionality	20
System Design Compliance with Department standards	5

Deployment Model (SaaS Preferred)	10
<b>BID RESPONSIVENESS</b>	<b>45</b>
Total Cost of Ownership	15
Quality of Proposal, demonstrating understanding of scope	10
Adherence to the requirements and overall project objectives	10
Followed Bid Instructions	10
<b>EXPERIENCE - QUALIFICATIONS</b>	<b>45</b>
Team Experience with Transit solutions, products and services	20
Demonstration (if invited) of sign/console capability (adherence to bid requirements)	15
Qualifications of Personnel committed to project	10
<b>PROJECT METHODOLOGY</b>	<b>25</b>
Support model (on-going maintenance)	10
Proposed Test approach	10
Project Management and Schedule per best practices provided	5
<b>Total</b>	<b>160</b>

#### 4.4. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. A Department representative will contact vendors by email and/or by phone to provide the appointment time and specific location.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their solutions, product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the Department are the vendor's responsibility. As part of Oral Presentations, the Department requires that the selected bidders provide a product demonstration that has been tailored to meet the product requirements as provided from the RFP.

#### 4.5. Award

The final award of contracted work is subject to approval by the Department. The Department has the sole right to select the successful vendor for award, to reject any proposal as unsatisfactory or non-

responsive, to award an agreement to other than the lowest priced proposal, to award multiple agreements, or not to award an agreement, as a result of this RFP.

#### **4.6. Award Notifications**

The awarded vendor will be invited to negotiate an agreement with the Department; remaining vendors will be notified in writing of their selection status.

### **5. FEDERAL CONTRACT PROVISIONS**

FTA's Master Agreement contains a current, but not all-inclusive, description of statutory and regulatory requirements that may affect a recipient's procurement (such as Disadvantaged Business Enterprise (DBE) and Clean Air requirements). The Master Agreement states that applicable Federal requirements will apply to project participants to the lowest tier necessary to ensure compliance with those requirements. The recipient will need to include applicable Federal requirements in each subagreement, lease, third party contract, or other document as necessary. For specific guidance on cross-cutting requirements administered by other Federal agencies, FTA recommends that the recipient contact those agencies.

The requirements listed herein must be adhered to by any firms selected to perform work required under these agreements.

#### **5.1. Audit and Inspection of Records**

The Contractor agrees to provide the Delaware Department of Transportation (Department), the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **5.2. Access Requirements for Individuals with Disabilities**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.* And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

**5.3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions (Third Party Contracts over \$100,000)**

- 5.3.1.** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 5.3.2.** 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 may pursue available remedies, including suspension and/or debarment.
- 5.3.3.** The prospective lower tier participant shall provide immediate written notice to the Department if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5.3.4.** The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “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 [49 CFR Part 29]. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5.3.5.** 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 in writing by the Department.
- 5.3.6.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions.
- 5.3.7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 No procurement List issued by the U. S. General Service Administration.
- 5.3.8.** Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 5.3.9.** Except for transactions authorized under Paragraph 21.3.5 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 all remedies available to the Federal Government, the Department may pursue available remedies including suspension and/or debarment.

**5.3.10.** The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**5.3.11.** When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **5.4. Clean Water Requirements**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **5.5. Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **5.6. Clean Air**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **5.7. Energy Conservation**

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 US Section 321 et seq.).

## **5.8. Contract Termination**

### **5.8.1. Termination for Convenience**

The Department may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on product delivered up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the Department, the Contractor will account for the same and dispose of it in the manner the Department directs.

### **5.8.2. Termination for Default**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Department may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined that the Contractor had an excusable reason for not performing, such as a strike, flood, events which are not the fault of or are beyond the control of the Contractor, the Department, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination of convenience.

In the event the Department exercises its right of termination for default, and if an amount for liquidated damages is set forth, the Contractor shall be liable to the Department for excess costs and, in addition, for liquidated damages in the amount set forth, as fixed, agreed, and liquidated damages for each calendar day of delay, until such time as the Department may reasonably obtain delivery or performance of similar supplies or services.

If the contract is so terminated, the Contractor shall continue performance and be liable to the Department for such liquidated damages for each calendar day of delay until the supplies are delivered or services performed.

The Contractor shall not be liable for liquidated damages resulting from delays such as acts of God, strikes, fire or flood, and events which are not the fault of, or are beyond the control of the Contractor.

## **5.9. Civil Rights**

**Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age,

or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

- **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq., and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., and Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **5.10. Disadvantaged Business Enterprises**

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently the DBE Requirements of 49 CFR Part 26 apply to this contract. The recipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FTA assisted subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems appropriate.

The successful bidder agrees to comply with the following clauses:

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Department. This clause applies to both DBE and Non-DBE subcontractors.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Department. This clause applies to both DBE and non-DBE subcontractors.

### **5.11. Environmental Violations**

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection

Agency regulations: (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor shall report violations to the FTA.

### **5.12. Equal Employment Opportunity**

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, age, sex or disability. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment without regard to their race, creed, religion, color, national origin, age, sex or disability. Such actions shall include, but not be limited to the following, employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay, or other forms of compensation. The Contractor

further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **5.13. FTA Funding Requirements**

This project may be financed in part by funds from the Federal Transit Administration. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **5.14. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Department requests which would cause the Department to be in violation of the FTA terms and conditions.

### **5.15. Lobbying**

The Contractor is required to certify using the Certification of Restrictions on Lobbying Form included that, to the best of his or her knowledge and belief:

- 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 an 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.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

#### **5.16. No Government Obligation to Third Parties**

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **5.17. Program Fraud and False or Fraudulent Statements and Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **5.18. Protest Procedures**

Protests based upon the award of the contract shall be made in writing to the Contract Services Administrator no later than ten (10) calendar days following the award of the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The protest will be reviewed and decided pursuant to; the proposal documents issued by the Department, the Delaware Code, and the Federal Transit Authority's regulations.

#### **5.19. Record Retention**

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Department, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### **5.20. Seismic Activity**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **5.21. Title VI Compliance**

During the performance of any Contract entered into pursuant to these specifications, the Contractor, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations Part 21, as they may be amended from time to time which are incorporated by reference and made a part of this contract.

#### **5.22. Intelligent Transportation Systems**

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

## **APPENDIX A – REQUIRED FORMS**

The following forms are required to be completed by the Vendor and returned with each Proposal:

- **Certification of Eligibility**
- **Certificate of Non-Collusion**
- **Certification of Restrictions On Lobbying**
- **Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**

**CERTIFICATION OF ELIGIBILITY**

**Delaware Department of Transportation**

**Request for Proposal 1804 – Real-Time Shelter Sign**

**Attention:** Shelly K. Alia, Contract Administration  
Delaware Department of Transportation  
800 Bay Road  
Dover, DE 19901

We have read Request for Proposal number 1804 and fully understand the intent of the RFP as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

\_\_\_\_\_ hereby certifies that it is not included on the United States Comptroller General’s Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## CERTIFICATE OF NON-COLLUSION

By submission of this bid, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting to such prices, with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor; and
- 3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1) 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

THE BIDDER OR OFFEROR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

\_\_\_\_\_ Signature of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Name and Title of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Date

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

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

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq, are applicable thereto.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

## **APPENDIX B – SUBMISSION SPREADSHEET**

The Excel spreadsheet “Appendix B - Submission Spreadsheet” available on the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/> must be completed and submitted printed with hard copies of proposals as well as electronically as outlined in this RFP.

Vendors must provide a price and requested information for each item they wish to have considered for award. Vendor shall be disqualified from consideration for any rows without price and other specifications left blank. Vendors do not have to provide pricing for all options listed in order to be considered for award.

Items for Pricing Tab in the Appendix B – Submission Spreadsheet include:

- **Training**
- **Signs - LED**
- **Signs - LCD**
- **Software and Installation - SaaS including Install**
- **Software and Installation - Onsite Server including Install**
- **Maintenance and Support - Five (5) Year Cost**

**Also, Vendor shall provide a separate quote for shelter signs and software application. Vendor shall also provide information on other interactive products they may have for hubs with their Appendix B – Submission Spreadsheet document submissions and in all the formats as requested in this RFP.**

Vendors must also provide a comment on the technical questionnaire to comply with the following format: FC=Fully Compliant, PC=Partially Compliant, NC=Non-Compliant and additional notes or comments describing how they meet the requirement or what modifications will be made as applicable for engagement of the project. Vendor shall also specify the reason for not meeting or exceeding one or more requirement. An additional column has been provided in the RFP Requirements table to enter a confirmation of compliance for the bidder’s convenience.

All remaining tabs in the Appendix B – Submission Spreadsheet include:

- **Contact Information and Instructions**
- **Pricing**
- **Definitions**
- **Functional Requirements**
- **Data and Hardware Requirements**
- **Standards and Policies**
- **Environmental Requirements**
- **Warranty**
- **Training Manual**
- **System Availability Requirement**
- **Maintenance and Test Equipment**
- **Software Requirements**
- **Console Application**