



DELAWARE DEPARTMENT OF TRANSPORTATION

State of Delaware

Invitation to Bid

Title: VEHICLE LICENSE PLATES

Contract ID: DOT2005-LICENSE_PLATES

- Deadline to Respond –

Tuesday, June 16, 2020

2:00 P.M. Local Time



Bids shall be submitted to:

State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
Contract Administration
800 Bay Road, Dover, DE 19901



QUESTIONS are to be submitted via e-mail to dot-ask@delaware.gov.

Responses to Questions will be posted to this project at <http://www.bids.delaware.gov>.

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Department of Transportation
Contract No. DOT2005-LICENSE_PLATES

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID". The invitation consists of the following documents:

INVITATION TO BID -

I. DEFINITIONS AND GENERAL PROVISIONS

I.A – GENERAL PROVISIONS

I.B – AWARD AND EXECUTION OF CONTRACT

I.C – GENERAL AUTHORITY

I.D – EQUAL OPPORTUNITY

II. SPECIAL PROVISIONS

III. TECHNICAL SPECIFICATIONS - License Plate Specification # LP-2020

IV. PROPOSAL REQUIREMENTS

V. BID QUOTATION REPLY SECTION

INFORMATIONAL DOCUMENTS: *(not required to be returned with bid)*

1 – SAMPLE MONTHLY USAGE REPORT (Sample Report 1)

2 – SAMPLE SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING (Sample Report 2)

3 – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION INFORMATION

4 – NO BID REPLY FORM

5 – PROPOSAL REPLY REQUIREMENTS

REQUIRED BID DOCUMENTS: *(MUST be completed and returned with your bid)*

ATTACHMENT A – NON-COLLUSION STATEMENT AND ACCEPTANCE

ATTACHMENT B – BID BOND

ATTACHMENT C – SUBCONTRACTOR INFORMATION FORM

ATTACHMENT D – BUSINESS REFERENCES

ATTACHMENT E – CONFIDENTIAL AND PROPRIETARY INFORMATION

ATTACHMENT F – Bid Forms – (Paper)

INFORMATIONAL DOCUMENTS and REQUIRED BID DOCUMENTS are made part of this solicitation and are contained within this document, or available for download at the following site: <http://bids.delaware.gov/>

In order for your bid to be considered, the REQUIRED BID DOCUMENTS shall be executed completely and correctly and received in a sealed envelope clearly displaying the contract number, by the date and time listed on the previous page.

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I. DEFINITIONS

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.

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 (Department).

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.

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

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

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 vendors.

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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.

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SECTION I. A - GENERAL PROVISIONS

1. BID INVITATION

See "Definitions".

2. PROPOSAL FORMS

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

3. INTERPRETATION OF ESTIMATES

The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal 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.

An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

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

6. PREPARATION OF PROPOSAL

- a. **The bidder's proposal shall be written in ink or typewritten** on the form provided.
- b. The proposal shall show a total bid price for each item bid and the total bid price of the proposal.

7. PRICES QUOTED

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

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8. DISCOUNT

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. SAMPLES OR BROCHURES

Samples are required for evaluation purposes. They shall be used to compare and determine if the item offered complies with the intent of the specifications.

10. PROPOSAL GUARANTY; BID BOND

Each bidder shall submit with its proposal a guaranty in sum equal to at least **10%** of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).

This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware, Department of Transportation, or a certified check drawn on a reputable banking institution and made payable to the Delaware Department of Transportation in the required amount. The check will be deposited, then funds returned upon award of the contract, or if receiving the contract award, upon receipt of the performance bond. The bid bond form to be utilized is attached to this document.

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 contract number of this ITB (DOT2005). Proposals must be delivered to the address listed below.



State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
Contract Administration
800 Bay Road, Dover, DE 19901
Bid for DOT2005

All proposals will be accepted prior to 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. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. 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.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

16. ADDENDA TO THE INVITATION TO BID (ITB)

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

17. LOBBYING AND GRATUITIES

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

18. SOLICITATION OF STATE EMPLOYEES

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

19. INDEPENDENT CONTRACTORS

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

20. CONTRACTOR / SUBCONTRACTOR LICENSE

Vendor shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or a Delaware business license number and, should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification or Delaware business license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed.

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SECTION I. B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS

- a. After the proposals have been opened, the bids will be tabulated 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, unless extended, the contract will be awarded, or the proposals rejected.

4. EXECUTION OF CONTRACT

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 with the Delaware Department of Transportation.

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. PERFORMANCE BOND REQUIREMENT

Contractors awarded contracts are required to furnish a **10%** Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Delaware Department of Transportation with surety in the amount of **10%** of the total contract award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. The bond forms shall be provided by the Department.

6. 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. Bidders are made aware that Certified Checks submitted in lieu of Bond will be deposited, and unsuccessful bidders will receive payment of the value of the check from the state.

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SECTION I. C – GENERAL AUTHORITY

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.

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- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified. Final determination of equal status shall reside with the Agency.

8. BID EVALUATION AND AWARD

The Department of Transportation will award this contract to the lowest responsible bidder 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 Agency 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.

10. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

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SECTION I. 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, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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. During the performance of this contract, the contractor agrees as follows:
 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
 2. 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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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SECTION II. - SPECIAL PROVISIONS

1. CONTRACT TERM

The contract term shall be for a period of three (3) years from date of execution with the option to extend the contract for two (2) additional one year terms. The one year extensions should be approved by both parties in writing at least ninety (90) days in advance of the expiration date.

2. PRICES

Prices shall remain firm for the initial term of the contract. All prices shall be quoted in U.S. Dollars.

3. PRICE ADJUSTMENT

The Vendor is not prohibited from offering price reductions, nor is the State prohibited from requesting price reductions, and the contract may be amended at any time upon agreement of both parties for such reductions.

4. ALUMINUM COST ADJUSTMENT

For this project, payments to the Contractor shall be adjusted to reflect increases or decreases in the delivered Aluminum Price when compared to the Project Delivered Aluminum Base Price, as defined in these Special Provisions.

Upon notice of order for license plates by the Department, the Contractor shall submit to the Department three bids solicited by the Contractor for 3105 H12 coil stock Aluminum delivered to their plant. The Invoice from the Contractor to the Department will include copies of the solicitations and reflect the difference between the lowest bid price received by the Contractor, and the Project Delivered Aluminum Base Price shown below.

The Project Delivered Aluminum Base Price for the project will be established at award with the Aluminum Supplier of the successful contractor, using the above process.

5. SHIPPING TERMS

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

6. FUNDING OUT

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

7. MANDATORY INSURANCE REQUIREMENTS

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 the following coverage depending on the type of service or product being delivered.

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

and

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- b. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
- c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
and
- d. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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

Delaware Department of Transportation
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Send to Attention of:
Contract Administration
800 Bay Road, Dover, DE 19901

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

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

8. 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.

9. 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.

10. 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

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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.

11. 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.

12. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

13. MANDATORY USAGE REPORTING

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

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to vendorusage@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible 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 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) 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, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

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Accurate 2nd Tier reports shall be submitted to the Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

14. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment C, and are subject to State approval and acceptance.

15. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor 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 equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the Department. Only those subcontractors identified in Attachment C are considered approved upon award. Changes to those subcontractor(s) listed in Attachment C must be approved in writing by the Department.

16. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

17. 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

18. ENVIRONMENTAL PROCUREMENT PRODUCTS

- 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.

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- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be 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:
<https://regulations.delaware.gov/AdminCode/title19/4000/4100/4106.shtml>.

19. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- a. **Termination for Cause** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Department shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. shall, at the option of the Department, become its property, and the Vendor 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 Department.
- b. **Termination for Convenience** The Department may terminate the P.O. 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Department.
- c. **Termination for Non-Appropriations** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

20. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by the Department:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30)

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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 Vendor under this Contract shall, at the option of the Department, become its property, and the Vendor 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 Department.

On receipt of the contract cancellation notice from the Department, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the State provides a written acceptance of the Vendor response. If the Department does accept the Vendor's method and/or action plan to correct the identified deficiencies, the Department will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the Department's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the Department may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. **Termination for Convenience:** The Department may terminate this 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Department.

c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the Department requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

21. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Department and the Vendor shall be incorporated in written amendments to the contract.

22. 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 Department, 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

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be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

23. 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.

24. SUBCONTRACTS

SUBCONTRACTING IS NOT PERMITTED FOR MANUFACTURING under this ITB and contract; however, other items may be subcontracted. Every subcontractor shall be identified in the Proposal (Attachment C) and agreed to in writing by the Department or as are specifically authorized in writing by the Department 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 Department.

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.

25. DEPARTMENT'S RESPONSIBILITIES

The Department shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Department and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Department observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

26. CONFIDENTIALITY

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor 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 vendor's information to a competing vendor prior to award 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

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copying by any person. Vendor(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.

Vendor(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 Vendor 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. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain Attachment E 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, 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 Vendor does not have any documents it declares confidential or proprietary, Attachment E should be completed by checking the appropriate box found at the top of the attachment.

27. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The Department reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **one (1) paper copy and one (1) electronic copy** on CD or DVD media disk. Paper copies must contain original signatures in all locations requiring signatures.

28. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the Department.

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Title: VEHICLE LICENSE PLATES

III. A TECHNICAL SPECIFICATIONS

License Plate Specification # LP-2020

PREPARING AND FURNISHING

Approximately

160,000 LICENSE PLATES

13,000 VANITY / SPECIALTY / DUPLICATE PLATES

(Quantities shown are considered an annual estimate, may increase or decrease)

The Delaware Department of Transportation, Division of Motor Vehicles (DMV) is seeking responses from experienced vendors to this Invitation to Bid regarding the following special provisions for license plates. Responsibilities of the Vendor, under this Contract, will include: (a) the preparation of first-class mechanicals; including dies, materials and illustrations, and (b) the preparation and furnishing of an estimated 160,000 license plates, and 13,000 vanity / specialty / duplicate plates.

NOTE: Experienced bidders should request pictures and required fonts for Delaware License Plates via an email request to DOT-ask@delaware.gov.

1. STANDARD DELIVERY

The Department currently orders plates as follows for STANDARD delivery. The ITB response shall include all STANDARD delivery costs for shipping plate orders directly to the division's warehouse in Dover, Delaware.

Vanity, specialty, and duplicate plates will be ordered weekly and plates must be delivered to the division's warehouse in within 10 business days.

The remaining plates will be ordered quarterly. The quarterly order must be delivered to the warehouse within 20 business days.

2. NON-STANDARD DELIVERY

The Department reserves the right to require that the successful vendor will also offer NON-STANDARD delivery of Delaware plates. NON-STANDARD delivery is as follows; Vendor will deliver specialty, vanity, Centennial, and/or any other Delaware plate via United States First Class (USPS) postage mail direct to motorist's home.

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For such direct mail, successful vendor must be capable of accepting electronic order entry from the Department. Vendor's ITB response should clearly outline vendor's experience with accepting electronic license plate orders from other jurisdictions.

Frequency of orders will vary, but could be daily. Plates requiring NON-STANDARD delivery must be shipped from the successful vendor within three (3) business days after receipt of order (ARO).

For all NON-STANDARD plate deliveries, the Department will supply the successful vendor with approved mailing envelopes. Vendor will invoice to the Department an additional NON-STANDARD delivery charge equal to the published USPS First Class mailing rate as applicable for the weight of the license plate being mailed, plus any additional pre-approved special handling cost.

3. REGISTRATION DOCUMENTATION WITH NON-STANDARD PLATE DELIVERIES

The Department reserves the right to require that the successful vendor include Printed-on-Demand (at vendor location) registration documentation and/or validation tab with plates that are to be mailed direct from the vendor to Delaware motorists' homes. As part of this ITB response, vendor should indicate proposed methodology for satisfying such a future fulfillment requirement. Indicate any pertinent jurisdictional experience and references if available for the inclusion of registration documentation along with plates that are mailed directly to motorist's homes.

4. GENERAL LICENSE PLATE INFORMATION

This Contract provides for the preparation and furnishing of license plates to the State of Delaware. All plates shall be 6" x 12", except motorcycle and moped plates. Motorcycle plates shall be 4" x 7". Moped plates shall be 4" x 6". The Words "THE FIRST STATE", the word "DELAWARE" and a 3/16" to 5/16" border shall be applied to the plate.

5. TYPE OF PLATES

There shall be up to seven (7) types of plates supplied under this Contract. Samples for use as color/copy standards will be provided upon request. Fabrication methods that create a finished license plate that meets all visual and warranted provisions as required in the ITB are acceptable for consideration.

SPECIAL NOTE: Black & White plates are not included in the ITB.

a. **Type 1 (Standard)**

A finished, standard plate with words, numbers and/or letters, a 3/16" to 5/16" debossed (negative) border, and the lower right hand corner validation box shall measure 2" horizontally and 1 1/4" vertically. The validation sticker space shall contain the words "place sticker here". Color specifications are per Delaware standard. All information contained on the plate is to be FLAT (non-embossed). Numbers are 2-7/8" in height (variance of 2-3/4" to 3" allowed).

b. **Type 1 A (Motorcycle)**

The motorcycle plate shall have graphics similar to the standard (Type 1) plate. The nominal size is 4" x 7". The word "DELAWARE" in 3/8" capital letters shall appear across the top. A stacked prefix of MC shall appear to the left of the numerals. The "M" and "C" shall be 3/4" in height. The total height of the

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stacked character is 1-3/4". The numerals shall be 1-3/4" in height, with a maximum of five (5) across. The distance (horizontal) between the mounting holes is 5-3/4" (on-center). The center-to-center distance (vertical) for the mounting holes is 2-3/4". The motorcycle plate shall have a 1/8" (nominal) FLAT (no embossing or debossing of rim) gold border plus a gold block 1" x 1 3/4" (nominal) for affixing a validation sticker. The block shall be located 1 1/2" in from the lower right hand corner. The mounting holes shall be 1/4" diameter. The plates shall have rounded corners of 3/16" radius. All information contained on the plate is to be FLAT (non-embossed).

c. **Type 1 B (Moped)**

The Moped plate shall have graphics similar to the standard (Type 1) plate. The nominal size of the moped plate is 4" x 6". The word "DELAWARE" shall appear in 1/2" capital letters across the bottom. The word "Moped" shall appear in 1/2" capital letters along the left hand edge of the plate. The distance from the respective plate edges is 3/8". The numerals shall be 1-3/4" in height. The upper mounting holes shall be 1/4" diameter. The distance (horizontal) between the mounting holes is 5-3/8" (on center) and 1/4" from the upper edge. The lower mounting holes shall be positioned 1/4" from the bottom of the plate, centered horizontally on the plate. The distance (horizontal) between the mounting holes is 3" from center to center. The moped plate shall have a 1/8" (nominal) gold FLAT (no embossing or debossing of rim) border plus a gold block 1" x 1 1/4" (nominal) for affixing a validation sticker. The block shall be located at the lower right hand corner of the plate. The mounting holes shall be 1/4" diameter. The plates shall have rounded corners of 3/16" radius. All information contained on the plate is to be FLAT (non-embossed).

d. **Type 2 A (Environmental, Animal Welfare, Marine Mammal & Sea Turtle Rescue & Conservation Plate, Stop Child Abuse, Delaware Equine Council, Keep Delaware Beautiful, Saltwater Fish, Fresh Water Fish, State Education Association 100th Anniversary, and Farmland Preservation)**

The Type 2 A plate shall meet all the specifications of the Type 1 plate. In addition, this plate requires a four (4) color printing process using white reflective sheeting.

Note: the Environmental Ducks plate is no longer issued but replacement plates are still needed.

e. **Type 2 B (Specialty)**

The Type 2 B plate shall meet all the specifications of the Type 1 plate. In addition, the "Specialty Plate" (full size), includes plates for various organizations and groups. These plates normally have an organization design or emblem included on the left side of the plate, followed by letters and/or numerals. The maximum size of the "logo" is a 3" height and 2" width, and is the plate primary colors. The organization name may be inserted above word "DELAWARE" with the maximum size of these letters being 5/16". Plate numbers are 2-7/8" in height (variance of 2-3/4" to 3" allowed).

Note: The Delaware Centennial Plate is no longer issued but replacement plates are still needed. The Centennial is a bronze alpha-numeric on a black background. Alpha- numerics are embossed.

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f. Type 2 C (Legislative / Official)

The Type 2 C plate shall meet all the specifications of the Type 1 plate. In addition, the “Legislative / Official” plate (full size) shall be a Type 2 A plate that meets all the specifications of the Type 1 plate. This plate requires five (5) colors (gold, red, yellow, blue, and white). The background color shall be gold. Typical production of the “Legislative / Official” plate is approximately 75 plates per two (2) year period.

g. Additional Plate Type

Should Delaware wish to redesign the State license plate, the vendor shall have sufficient capabilities to do so. Examples of a redesign are color changes, additional graphics, and/or embossed alpha-numerics.

6. VARIATIONS OF PLATES

There are many different classifications of license plates to be delivered under the Terms of this Contract. These classifications include, but are not limited to, Passenger Car plates, Commercial Vehicle plates, Trailer plates, “PC” plates, Motorcycle plates, Recreational Vehicle plates, Farm Truck plates, Farm Vehicle plates, Handicapped License plates, Vanity plates, Motorcycle Vanity plates, Dealer plates, State Owned plates, Towed Vehicle plates, Taxi plates, Construction plates, Environmental, Animal Welfare, Farmland Preservation, Fire Fighter plates, “Specialty” plates for various organizations, Centennial plates and other “Legislative / Official” plates. These plates may vary in length of letter/number configuration from one (1) to seven (7) characters/numbers.

Vendors responding to the ITB must be capable of manufacturing ALL types of plates contained in the ITB. NO SUBCONTRACTING will be permitted.

7. PLATE SIZE AND SHAPE

Unless otherwise specified, standard type 1 plates shall be 6” x 12”, nominal with corners rounded with 3/16” radius to eliminate sharp corners. Four 5/16” mounting holes shall be punched in the plate, the 2 at the top shall be 2 ½” from each side and centered 5/8” from the top. The 2 holes at the bottom are the same size, centered 5/8” from the bottom of the plate and 2 ½” from each end. All mounting hole dimensions are “on-center”.

8. PLATE BACKING (ALUMINUM SUBSTRATE)

The aluminum substrate may be processed by the manufacturer in coils or flat sheets. If coil material is used, it shall be put through a straightener of sufficient lengths to provide a flat sheet capable of being fabricated into a finished plate, without further work. It shall be straightened prior to the application of the sheeting.

9. 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 in writing by the Delaware Department of Transportation to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product(s); either generic or brand name, at any time during the subsequent contract term, especially if an

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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.

10. MATERIAL REQUIREMENTS

10.1License Plate Substrate

10.10.1All Delaware license plates, of the size and designs specified, shall be made of 3105 Recycled Aluminum Alloy. The aluminum shall be conversion coated with a conversion coat as recommended by the reflective sheeting manufacturer. The aluminum must possess a hardness (temper) that provides for optimum laminating and alphanumeric embossing characteristics and has a nominal thickness (caliper) of .027" (+.002 or -.002).

10.10.2The aluminum substrate for all license plates shall be finished with a retroreflective (reflective) material. This material shall be applied to the front side of the aluminum substrate only.

10.11Retroreflective Sheeting

10.11.1The retroreflective (reflective) sheeting required for use on Delaware license plates will be Prismatic (for reference purposes 3M 6703 HD Gold, 3M 6700 HD White **or sheeting approved by the State prior to the bid that meets or exceeds specifications for 3M 6700 series sheeting**)

10.11.2The reflective material shall have a pre-coated pressure sensitive adhesive on the back, with a removable liner. Adhesive shall permanently adhere to the aluminum substrate when laminated as per reflective sheeting manufacturer's specifications.

10.11.3The pre-coated adhesive shall form a durable bond to conversion coated aluminum surfaces of a type as recommended by the reflective sheeting manufacturer.

10.11.4The reflective material shall be applied to a flat, properly treated aluminum substrate as per the reflective sheeting manufacturer's recommendations. The sheeting, when correctly applied to treated aluminum, shall allow for minimum/maximum tolerances for embossing and/or debossing alphanumeric and/or 'rimming' dies.

10.11.5The reflective material shall be similar in day color and reflective night color. For the Centennial license plate, the embossed alphanumeric/rim material surface shall be readily processed and compatible with recommended roll coat inks.

10.12Prismatic Sheeting Retroreflectivity

10.12.1Minimum Coefficient of Retroreflection RA [cd/lux/m²]

Observation Angle	Entrance Angle	White	
		Min	Max
0.2° (0° 12')	-4°	150	250
	30°	26	
0.5° (0° 30')	-4°	45	
	30°	13	
1.0° (1° 0')	-4°	20	
	30°	7	

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10.12.2 Prismatic Sheeting Color: Daytime Color/Luminance

CIE Daytime Color								
Color Coord.		1	2	3	4	Minimum daytime luminance factor (%)		
White	x	0.355	0.305	0.285	0.335	50		
	y	0.355	0.305	0.325	0.375			
6703 Gold Prismatic Sheeting – Typical Brightness								
Observation angle		Entrance angle			Brightness cd/lux/m²			
0.2°		-4°			Min. 75			
6703 Gold Prismatic Sheeting – Typical Color								
X	y	x	y	x	y	x	y	Luminance Factor Y%
0.435	0.465	0.475	0.420	0.420	0.370	0.385	0.420	Min. 20

11. REFLECTIVE SHEETING

To assure high quality license plate performance, the reflective sheeting used to manufacture Delaware license plates must meet or exceed the following characteristics. Materials not meeting or exceeding these criteria will not be considered for use on Delaware license plates.

Any referenced testing shall be performed on aluminum test panels, prepared by laminating sheeting per recommended application techniques to properly conversion coated aluminum substrate. Test panels shall be prepared using standard production techniques, including substrate preparation, laminating, embossing/debossing, and alphanumeric printing. All test panels shall be conditioned for 24 hours at 23 +/- 5 °C and 50 +/- 10% relative humidity prior to evaluation. Exceptions: Samples for retroreflectivity and solvent resistance testing should be produced using standard application and production techniques, without embossing or debossing and printing. These samples shall be thermally conditioned at 225 °F for 20 minutes to simulate oven drying, prior to conditioning as described above.

11.1 Temperature Resistance

Test panels fabricated with the sheeting when tested according to the thermocycle described in ISO-7591, Section 8 (-20 °C, 15 hours to 65 °C, 7 hours), shall show no peeling from the substrate, cracking, blistering, or appreciable discoloration that would reduce their efficiency.

11.2 Adhesion to Substrate

The sheeting on test panels cannot be removed physically intact in one piece from the substrate at the adhesive/substrate interface, after conditioning for 1 hour at -20 °C as described in ISO 7591-1982, Section 9.

11.3 Impact Resistance

Test panels fabricated with the sheeting when tested according to the impact resistance test procedure of ISO 7591-1982, Section 10 (1 hour at -20 °C, 25 mm diameter steel ball, 2 m drop) shall exhibit no cracking or separation of the sheeting from the substrate outside of a distance of 5 mm from the impacted area.

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11.4 Bending Resistance

Test panels fabricated with the sheeting when tested according to the bending resistance test procedure of ISO 7591-1982, Section 11 (23 °C, 90° bend, 50 mm diameter mandrel, 2 s) shall exhibit no cracking of the sheeting.

11.5 Water resistance

Test panels fabricated with the sheeting when submerged in deionized water for 24 hours consecutively, followed by drying for 48 hours, at 23 +/- 5 °C, shall not show any evidence of deterioration which could reduce the plates efficiency, as described in ISO 7591-1982, Section 12.

11.6 Cleanability

Test plates fabricated with the sheeting as described in Section (i) when coated with lubricating oil and graphite and cleaned with a mild solvent and detergent as described in ISO 7591-1982, Section 13 shall not exhibit damage to the reflective surface.

11.7 Chemical Resistance

Test panels fabricated with the sheeting shall be evaluated for chemical resistance according to the general method described in ISO 7591-1982, Section 14, for varying exposure times.

11.7.1 Fuel Resistance

1 min exposure to 70% n-heptane/30% toluene – no visible change that would reduce efficiency.
1 min exposure to commercial unleaded gasoline – no visible change that would reduce efficiency.

11.7.2 Mineral Spirits

10 min exposure to mineral spirits – no visible change that would reduce efficiency.

11.7.3 Turpentine

10 min exposure to turpentine – no visible change that would reduce efficiency.

11.7.4 Xylene

1 min exposure to xylene – no visible change that would reduce efficiency.

11.7.5 Methyl Alcohol

1 min exposure to methyl alcohol – no visible change that would reduce efficiency.

11.8 Saline Mist Resistance

Test plates fabricated with the sheeting shall be evaluated for resistance to saline mist according to the general method described in ISO 7591-1982, Section 15. Test plates shall exhibit no corrosion that would reduce the plate's efficiency.

11.9 Rainfall Performance

The reflective sheeting, when totally wet by rain, shall not be less than 90 percent of the initial values as stated in the tables listed herein.

11.10 Weatherability

1,000 hours' exposure in accordance with Federal Specification 141 A, method 615.2. No visual evidence of blistering or checking is permissible.

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11.11Storage

Sheeting must maintain properties for 12 months when stored at 21 °C and 50% relative humidity conditions.

12. LICENSE PLATE MANUFACTURER REQUIREMENTS

To assure high quality license plate performance, license plate manufacturers seeking to manufacture Delaware license plates must meet or exceed the following characteristics. The decision regarding compliance with these requirements rests solely with the Department.

Prior to bidding, the license plate manufacturer should obtain from the reflective sheeting supplier proof of prior successful experience in providing the required reflective sheeting for finished jurisdictional license plate manufacturing that is the same size or larger in size and scope to Delaware, including embossed alpha-numeric (Delaware Centennial license plate) and digitally printed 'flat' alphanumeric license plates. We recommend the Bidder request from their reflective sheeting supplier the following;

- 12.1 Provide application and processing equipment free of charge to the license plate manufacturer, assuring warranted performance to the State.
- 12.2 Provide a list and qualifications of experienced technical services personnel who are available to the license plate manufacturer as required.
- 12.3 Provide expert installation service and on-site technical service within 48 hours to the license plate manufacturer at no charge.
- 12.4 Provide immediate toll-free call-in technical services to the license plate manufacturer.
- 12.5 A corporate officer of the reflective sheeting manufacturer shall certify that the license plate materials and equipment shall perform according to this specification.
- 12.6 The sheeting manufacturer should submit technical data to the plate manufacturer exhibiting characteristics of all materials proposed. Information submitted should include detailed processing conditions for each phase of license plate manufacture.

13. FINISHED LICENSE PLATE REQUIREMENTS/WARRANTIES

- 13.1 The finished license plate shall provide a compatible surface for application of reflective validation stickers.
- 13.2 SIZE OF PLATES: Private Motorcycle, Moped, Motorcycle Dealer, Customized Motorcycle, Exempt Motorcycle, Ex-POW Motorcycle, and Special Interest Motorcycle License Plates: 4" X 7". All other vehicle license plates: 6" X 12".
- 13.3 SIZE OF NUMERALS AND LETTERS: The style, size, arrangement and placement of all numerals and letters embossed on all plates shall conform to the current issue for each individual class of plates.

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13.4 Bolt holes and rims:

13.4.1 Passenger-size plates: All license plates shall have two 0.28" holes punched at the top and bottom positioned 1/8" from and inside of the rim as do current issue. The placement of rims on all plates shall conform to the current issue for each individual class of plates. The rims on all plates shall conform in depth and width to the current issue for each individual class of plates. The corners of all plates shall be rounded to conform to current issue.

13.4.2 Motorcycle-size plates: All license plates shall have two 0.28" holes punched at top and bottom. The placement of rims on all plates shall conform to the current issue for each individual class of plates. The rims on all plates shall conform in depth and width to the current issue for each individual class of plates.

13.5 LICENSE PLATE COLOR: License plates are to be finished to match existing State plate designs. These colors shall match a standard plate sample which may be obtained without cost upon application to the Department, Dover, Delaware.

13.6 Any Delaware license plates produced utilizing a digital printing production methodology must be protected by a clear protective overlamine that is recommended by the reflective sheeting manufacturer.

13.7 Effective warranted license plate performance life is to be five (5) years from time of receipt of plates by the State. Five (5) year effective warranted license plate performance life is for all plates manufactured with white-based and gold-based reflective sheeting.

13.8 Warranted In-Field Performance Life:

13.8.1 Effective warranted performance is considered to have been achieved if the reflective material and roll coating (In the case of Centennial plates) used on numbers and letters of all number plates following cleaning shall show no appreciable discoloration, cracking, glazing, blistering, lifting, or dimensional change during the five (5) year warranted period.

13.8.2 Contractor will be required to replace all plates at no additional cost to the State or with credit to the State for the pro-rated cost of the plates which do not fulfill effective warranted performance requirements.

13.8.3 The reflective background materials shall have retained the following average brightness minimums at 0.2 degrees divergence and -4 degrees incidence expressed as percent of initial specified minimums:

- ◆ 65% through the first three years
- ◆ 40% through the fourth and fifth years

13 PACKAGING REQUIREMENTS

14.1 Boxed Plates:

14.1.1 All license plates shall be shrink wrapped and packed for delivery 100 plates per box unless otherwise noted. All plates face the same direction packed in ascending, numerical order.

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- 14.1.2 All plates are to be packed in substantial corrugated fiberboard, overlapped containers with glued manufacturing joint and with a minimum bursting strength of 200 pounds per square inch.
- 14.1.3 Each box must have two labels affixed. The labels must indicate serial numbers and the registration class of the plates. Labels to be affixed to the top and end of the box, such that both labels are visible on an exposed layer of palletized boxes.
- 14.1.4 Pallet size is to be 27.5" x 48"
- 14.1.5 All full pallets are to contain 40 boxes of plates.
- 14.1.6 Boxes to be stacked on pallets with the lowest plate sequence uppermost.
- 14.1.7 Each box must be clearly labelled. Each box label must contain the following information:
- 14.1.8 Delivery location name
- 14.1.9 Delivery address
- 14.1.10 Plate type
- 14.1.11 PO number and PO number bar code
- 14.1.12 Box number and box number bar code
- 14.1.13 All pallets are to be wrapped with a clear protective wrap and strapped 2 ways with cardboard edge protectors between the strapping and the box edges. Re-tensioning strap joins should be used where possible.
- 14.1.14 Pallets are to be loaded with stacks from lowest sequence to highest sequence, with lowest sequence on top. Boxes to be palletized in 4 stacks, each stack 5 boxes high. Labels are to be on the outside visible end of each box and affixed in an upright position. Skid labels are needed on each pallet from lowest to highest according to its own shipment sequence.
- 14.1.15 Standard pallet shipments are to be sent to the Delaware DMV warehouse. Cost of these shipments is included in the plate pricing (FOB destination)
- 14.1.16 Standard individual box shipments are to be sent to the Delaware DMV warehouse. Cost of these shipments is included in the plate pricing (FOB destination)
- 14.2 Plates in Envelopes:
 - 14.2.1 Any license plates requiring, at the future possible direction of the State, direct mailing from contractor to the motorist's home shall be enclosed in an envelope provided by the State to the contractor, marked with an appropriate Delaware DMV return address. Envelopes to be provided by the State at no charge to the vendor.
Note: should future direct mail to motorist from contractor be required, contractor will pre-pay USPS First Class published rate postage (and any handling fee) and bill the State monthly.
 - 14.2.2 At the future discretion of the State, registration documents may also be printed by the vendor for inclusion with plates mailed directly from vendor to the motorist's home. Should this service be desired, the vendor and State will mutually develop the registration program prior to commencement.
 - 14.2.3 Security note: The printing of registration documentation is a secure exercise that involves the handling of specific customer information and addresses. No prison industries may participate

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in the printing of registration documentation or the direct mailing of plates and/or registration documentation to Delaware motorists.

¹ Certificate of Compliance from manufacturer required

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IV. PROPOSAL REQUIREMENTS

1. BASIS OF AWARD

The Delaware Department of Transportation 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.

The Delaware 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.

2. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, if required, the successful vendor shall either furnish proof of State of Delaware Business Licensure or initiate the process of application. 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, or online at <http://revenue.delaware.gov/services/BusServices.shtml>.

3. BUSINESS REFERENCES

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

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

4. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The 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.

5. 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.

6. PAYMENT

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

7. 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, Department of Transportation.

The State of Delaware requires completion of the Delaware Substitute Form W-9 to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

8. REQUIRED INFORMATION/DOCUMENTS

- a. The retroreflective (reflective) sheeting required for use on Delaware license plates will be Prismatic (for reference purposes 3M 6703 HD Gold, 3M 6700 HD White or sheeting approved by the State prior to the bid that meets or exceeds specifications for 3M 6700 series sheeting)
- b. License plate manufacturer must provide evidence to the State at time of bid of prior license plate manufacturing for jurisdictions (the same size or larger in size and scope to Delaware) of digitally printed embossed (Delaware Centennial) and digitally printed flat (all other Delaware plate types) license plates.
- c. License plate manufacturer must provide written certification to the State that all license plates will be manufactured by the bidding company; no subcontracting of license plate manufacture is permitted.
- d. License plate manufacturer must provide comprehensive written plan for the continuous supply of Delaware license plates should license plate manufacturers production facility become unusable due to unanticipated Force Majeure.

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V. 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, by the date and time bids will be opened.

Bids shall be submitted to:



State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
Contract Administration
800 Bay Road, Dover, DE 19901



PUBLIC BID OPENINGS

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

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to request pricing and other non-confidential information.

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Informational Document- Sample Report 1.

STATE OF DELAWARE
MONTHLY USAGE REPORT

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:					Report End Date:				
Contact Phone:					Today's Date:				
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.

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Informational Document- Sample Report 2.

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required		Requested detail									
Vendor Name*	Vendor 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: vendorousage@state.de.us

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Informational Document- 3.



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://gss.omb.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<http://directory.osd.gss.omb.delaware.gov/self-registration.shtml>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://gss.omb.delaware.gov/osd/>

Dover address for the Division of Small Business

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

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Informational Document- 4.

NO BID REPLY FORM

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

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Informational Document- 5.

PROPOSAL REPLY REQUIREMENTS

The response should contain at a minimum the following information:

1. **NON-COLLUSION STATEMENT**, one (1), completed, signed and notarized, (Attachment A);
2. **BID BOND** and **Surety documents**, one (1), completed, signed, witnessed, and sealed (Attachment B); or certified check;
3. **SUBCONTRACTOR INFORMATION FORM**, one (1), completed and signed, (Attachment C), for each subcontractor – only provide form if using subcontractors;
4. **BUSINESS REFERENCES**, one (1), completed, (Attachment D), provide references other than State of Delaware contacts;
5. **WRITTEN RESPONSES TO SECTION III A. TECHNICAL SPECIFICATIONS**, paragraphs:
2, 3, 12;
6. **PROPOSAL REQUIREMENTS**, Section IV
7. **CONFIDENTIALITY FORM**, one (1), completed, (Attachment E), check box if no information provided will be considered confidential or proprietary;
8. **BID FORMS**, all pages, legible, completed in ink or typewritten, (Attachment F);
9. **NUMBER OF COPIES WITH MAILING OF PROPOSAL:**

Each proposal must be submitted with one (1) paper copy of all required forms and submittals, and one (1) electronic copy on CD or DVD media disk. Paper copy must contain original signatures.

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The Department reserves the right to reject any non-responsive or non-conforming proposals. The CD or DVD media disk must contain the full submittal.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

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Attachment: A

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 to the Department of Transportation.

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 solicitation 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, Department of Transportation.

☐	Corporation
☐	Partnership
☐	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment: B

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
of _____ in the County of _____ and State of _____ as **Principal**, and
_____ of _____ in the County of _____ and State of _____ as
Surety, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum
of _____ Dollars (\$ _____), or _____ percent not to
exceed _____ Dollars (\$ _____) of amount of bid
on Contract No DOT2005LICENSE_PLATES, to be paid to the **State** for the use and benefit of its Department of
Transportation ("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our
heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal** who has
submitted to the **DelDOT** a certain proposal to enter into this contract for the furnishing of certain materiel and/or services
within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this
Contract as may be required by the terms of this Contract and approved by the **DelDOT**, this Contract to be entered into
within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then
this obligation shall be void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of **Surety**

Witness: _____

By:

Title

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Attachment: C

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO.	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise 4e. Minority Business Enterprise 4f. Disadvantaged Business Enterprise 4g. Veteran Owned Business Enterprise 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR NOTE: VENDORS RESPONDING TO THE ITB MUST BE CAPABLE OF MANUFACTURING ALL TYPES OF PLATES CONTAINED IN THE ITB. NO SUBCONTRACTING OF MANUFACTURING WILL BE PERMITTED.		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

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Attachment: D

BUSINESS REFERENCES

List a minimum of 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

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment: E

CONFIDENTIALITY FORM

☐ **By checking this box**, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

[illegible]

Note: Add additional pages as needed.

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Attachment F. page 1 of 2

BIDDER: _____

BID FORM

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES	TOTAL \$ AMOUNT
A1	160,000	Original License Plates - Contract Year One \$ _____ UNIT - EACH	\$ _____
A2	4,000	Type 2 A Vanity/Specialty/Duplicate Plates - Contract Year One \$ _____ UNIT - EACH	\$ _____
A3	9,000	Type 2 B Vanity/Specialty/Duplicate Plates - Contract Year One \$ _____ UNIT - EACH	\$ _____
A4	125	Type 2 C Legislative Plates - Contract Year One \$ _____ UNIT - EACH	\$ _____
A5	160,000	Original License Plates - Contract Year Two \$ _____ UNIT - EACH	\$ _____
A6	4,000	Type 2 A Vanity/Specialty/Duplicate Plates - Contract Year Two \$ _____ UNIT - EACH	\$ _____

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Attachment F, page 2 of 2

BIDDER: _____

BID FORM

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

ITEM NO.	APPROX QTY	UNIT PRICE IN FIGURES	TOTAL \$ AMOUNT
A7	9,000	Type 2 B Vanity/Specialty/Duplicate Plates - Contract Year Two \$ _____ UNIT - EACH	\$ _____
A8	125	Type 2 C Legislative Plates - Contract Year Two \$ _____ UNIT - EACH	\$ _____
A9	160,000	Original License Plates - Contract Year Three \$ _____ UNIT - EACH	\$ _____
A10	4,000	Type 2 A Vanity/Specialty/Duplicate Plates - Contract Year Three \$ _____ UNIT - EACH	\$ _____
A11	9,000	Type 2 B Vanity/Specialty/Duplicate Plates - Contract Year Three \$ _____ UNIT - EACH	\$ _____
A12	125	Type 2 C Legislative Plates - Contract Year Three \$ _____ UNIT - EACH	\$ _____
TOTAL BID PRICE - \$ _____			