

THIS COPY IS FOR INFORMATION ONLY. YOU MUST REQUEST THE PROPOSAL FROM THE DEPARTMENT IN ORDER TO SUBMIT A BID.



STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

## COMMUNITY TRANSPORTATION FUNDS, ENTRANCE SIGNS

### Invitation to Bid

### Contract No. T201309505.01

Advertise Date: November 11, 2013

Contract Period - Initial Term: Two (2) Years (730 calendar days)

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION  
DELAWARE DEPARTMENT OF TRANSPORTATION  
AUGUST 2001

***Bids will be received in the Bidder's Room (B1.11.01),  
Transportation Administration Center, 800 Bay Road, Dover, Delaware  
until 2:00 P.M. Local Time Tuesday, December 10, 2013***

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**CONTRACT NO. T201309505.01**

**ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID" for COMMUNITY TRANSPORTATION FUNDS, ENTRANCE SIGNS. The invitation consists of the following documents:

INVITATION TO BID

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 TECHNICAL SPECIFICATIONS
- 3 STANDARD SPECIFICATIONS
- 4 SPECIAL PROVISIONS
- 5 BID QUOTATION REPLY SECTION
  - a. Proposal Reply Requirements
  - b. Attachment 1 - Bidder's Certification
  - c. Attachment 2 - Bid Bond
  - d. Attachment 3 - Bid Forms

In order for your bid to be considered, the Bid Quotation Reply Section shall be executed completely and correctly and returned in a sealed envelope displaying the contract number, on or before the due date/time.

**Bids shall be submitted to:**  
**STATE OF DELAWARE**  
**DEPARTMENT OF TRANSPORTATION**  
**CONTRACT ADMINISTRATION**  
**800 BAY ROAD, DOVER, DE 19901**

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

DEFINITIONS  
AND  
GENERAL PROVISIONS

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

## DEFINITIONS

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

**STATE**: The State of Delaware

**AGENCY**: Delaware Department of Transportation, or ordering Agency.

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

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

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

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

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

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

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

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to Bidders.

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

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

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

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

## SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

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

3. **INTERPRETATION OF ESTIMATES:**

a. The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

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

4. **SILENCE OF SPECIFICATIONS:**

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

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

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

6. **PREPARATION OF PROPOSAL:**

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. Do not bid a zero dollar amount for any item.

7. **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).

8. **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 for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

9. **DELIVERY OF PROPOSALS:**

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

**STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
800 BAY ROAD  
DOVER, DE 19903**

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

10. **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.

11. **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.

12. **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.

13. **ADDENDA TO THE ITB:**

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

**SECTION B - AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **CONTRACT AWARD:**

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

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

**Successful bidders shall furnish bond simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said bonds shall be conditioned upon the faithful performance of the contract.**

**The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.**

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

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

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

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

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

9. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

10. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

**SECTION C - GENERAL**

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES:**

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

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

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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

7. **OR EQUAL (PRODUCTS BY NAME):**

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

8. **BID EVALUATION AND AWARD:**

The Department of Transportation, Contract Administration will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Transportation in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

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

**SECTION D - EQUAL OPPORTUNITY**

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

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

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

CONTRACT NO. T201309505.01  
**SECTION E – TERMS AND CONDITIONS**

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the COMMUNITY TRANSPORTATION FUNDS, ENTRANCE SIGNS requirements.

2. **AGENCY USE CONTRACT:**

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

3. **CONTRACT PERIOD:**

**The initial contract term shall be valid upon contract execution for two (2) years. The contract may be renewed for one (1) additional year through negotiation between the contractor and the Department of Transportation, Contract Administration. Negotiation should be initiated no later than ninety (90) days prior to the termination of the agreement to allow the Department time to re-advertise this contract if not renewed.**

4. **PRICES:**

Prices shall remain firm for the initial term of the contract.

5. **PRICE ADJUSTMENT:**

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

If agreement is reached to extend this contract beyond the initial term, the Department of Transportation, Contract Administration shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), Philadelphia-Wilmington area Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

6. **SHIPPING TERMS:**

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

7. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased as deemed necessary during the period of the contract.

8. **FUNDING:**

This contract is contingent upon Community Transportation Funds appropriated by legislators.

9. **BID BOND REQUIREMENT:**

Each bidder shall furnish a bond to the State of Delaware for the benefit of Department of Transportation in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to Department of Transportation in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

10. **PERFORMANCE BOND REQUIREMENT:**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Department of Transportation with surety in the amount of 100% of the specific 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.

11. **MANDATORY INSURANCE REQUIREMENTS:**

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

1) As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

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

**and**

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

**or**

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

**or**

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

2) Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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

**Contract Administrator, [dot-ask@state.de.us](mailto:dot-ask@state.de.us)  
Contract No. T201309505.01  
State of Delaware, Department Of Transportation  
PO Box 778, DOVER, DE 19903**

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

12. **BASIS OF AWARD:**

The Department of Transportation, Contract Administration shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price.

The Department of Transportation reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

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

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

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

14. **HOLD HARMLESS:**

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

15. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

16. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

17. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. **CONTRACTOR NON-ENTITLEMENT:**

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

19. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

20. **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.

21. **PAYMENT:**

The agency will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

22. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product(s); either generic or brand name, at any time during the subsequent contract term, if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

23. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov/w9.shtml>.

24. **CONTRACTOR RESPONSIBILITY:**

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

25. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

26. **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.

27. **ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted w/approved green certification shall be 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 at the following link:  
<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

30. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

31. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

32. **AUDIT ACCESS TO RECORDS:**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

33. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

34. **SUBCONTRACTS:**

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

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

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

35. **CONFIDENTIALITY:**

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

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

Bidder(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

to any proprietary information. If a Bidder feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Bidder(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain a completed Confidential Information Form (to be requested from the Department of Transportation, Contract Administration) describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by *29 Del. C. § 10002(d)*, and briefly stating the reasons that each document meets the said definitions.

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

## **TECHNICAL SPECIFICATIONS**

### **Contract No. 201309505.01 COMMUNITY TRANSPORTATION FUND, ENTRANCE SIGNS STATEWIDE**

#### **LOCATION**

These improvements are located Statewide on an on-call, as-needed basis.

#### **DESCRIPTION**

The improvements consist of furnishing all materials and installation of entrance signs throughout the state and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

#### **SPECIFICATIONS:**

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

#### **CLARIFICATIONS:**

Under any Section or Item included in the Contract, the Contractor shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details and notes on the Plans and in the paragraphs preceding the "Basis of Payment" paragraph in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

#### **ATTESTING TO NON-COLLUSION:**

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

#### **QUANTITIES:**

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

PREFERENCE FOR DELAWARE LABOR:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (4)b

"In the construction of all public works for the State or any political subdivision thereof, or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section."

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (7)

"a. As a condition of the awarding of any contract for public works financed in whole or in part by State appropriation, such contracts shall include the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex 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, creed, color, sex 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, creed, color, sex or national origin.'

TAX CLEARANCE:

As payments to each vendor or contractor aggregate \$2,000, the Division of Accounting will report such vendor or contractor to the Division of Revenue, who will then check the vendor or contractor's compliance with tax requirements and take such further action as may be necessary to insure compliance.

LICENSE:

A person desiring to engage in business in this State as a contractor shall obtain a license upon making application to the Division of Revenue. Proof of said license compliance to be made prior to, or in conjunction with, the execution of a contract to which he has been named.

DIFFERING SITE CONDITIONS,

SUSPENSIONS OF WORK and SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

Significant changes in the character of work: The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only to the following circumstances:

- (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

# **SUPPLEMENTAL SPECIFICATIONS TO THE AUGUST 2001 STANDARD SPECIFICATIONS**

**EFFECTIVE AS OF THE ADVERTISEMENT  
DATE OF THIS PROPOSAL  
AND INCLUDED BY REFERENCE**

**The Supplemental Specifications can be viewed and printed from  
the Department's Website.**

To access the Website;

- in your internet browser, enter; <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is;

[http://www.deldot.gov/information/pubs\\_forms/manuals/standard\\_specifications/index.shtml](http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml)

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

**The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.**

## SPECIAL PROVISIONS

### PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.
2. The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
3. Please note the Special Provision titled **Changes to Project Documents During Advertisement**. The Department is using an alternative method of providing bid documents for this contract.
4. Bidders must submit an offer for all of the seven (7) Sign Options requested. Four (4) of the Sign Options request pricing on multiple types of material. Bidders shall include pricing for each type of material requested for these four (4) Sign Options. Prices shall remain firm for each term of the contract.
5. Contract award will be made by individual Sign Option and may be made to more than one Bidder. The Department has the right to award a contract for any or all Sign Options.
6. Delaware Manual on Uniform Traffic Control Devices (MUTCD) requirements can be found at the following link: [http://www.deldot.gov/information/pubs\\_forms/manuals/de\\_mutcd/index.shtml](http://www.deldot.gov/information/pubs_forms/manuals/de_mutcd/index.shtml).

**CHANGES TO PROJECT DOCUMENTS DURING ADVERTISEMENT**

**1. PRINTED PLANS AND SPECIFICATIONS NOT AVAILABLE FROM DELDOT.**

The Department is not providing printed plans or specifications for this project. Bidders must contact the Department in order to receive a CD that contains all bid documents. Bidders are able to use the CD to print the plans and specifications, or have them printed from the Website. While the plans and specifications are available on-line at DelDOT's Website, the Website bid documents are not authorized for submitting bids, and the Website documents are marked as such. To receive required bid Documents on a CD, contact:

Contract Administration,  
Delaware Department of Transportation  
P.O. Box 778, Dover, DE 19903

E-mail: [dot-ask@state.de.us](mailto:dot-ask@state.de.us)  
Phone: (302) 760-2030  
FAX: (302) 739-2254

The Department is providing a printed set of plans and specifications available for viewing in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware, Monday through Friday excluding holidays from 8:00A.M. through 4:15 P.M.

**2. QUESTIONS AND ANSWERS**

All questions pertaining to this project are to be submitted to the following e-mail address: [dot-ask@state.de.us](mailto:dot-ask@state.de.us)

Questions and Answers will be dated and posted periodically on Delaware's Bid Solicitation Directory Website located at: <http://www.bids.delaware.gov/>

The final Questions and Answers will be posted no later than the end of the day, two working days prior to the bid date. **All Questions and Answers posted by the Department on the above Website are included by reference and become part of the contract documents.** The awarded bidder will receive a hard copy of the final posted Questions and Answers.

Potential bidders that do not have access to the internet may contact Jim Hoagland, Contract Services Administrator, by telephone at (302) 760-2036 to make other arrangements.

**NOTE:** There is space provided on the CERTIFICATION page to insert the Posted Date of the final Questions and Answers. The Final Posted Date is the latest Posted Date of the Questions and Answers one day prior to Bid Date. This final Posted Date must be submitted on the Certification page.

**3. ADDENDA**

The Department is not providing printed Addendums, if issued, for this project. **All addendums will be posted on the Department's Website, and are included by reference and become part of the contract documents.** It is the responsibility of the bidder to check the Website as needed. If there are Addendums issued, the final Addendum will be posted no later than the end of the day, two working days prior to the bid date.

**NOTE:** There is space provided on the CERTIFICATION page to insert each issued Addendum and the date you acknowledge receipt of the addendum. Each Addendum number and date acknowledged must be submitted on the Certification page.

**CONSTRUCTION ITEM NUMBERS**

All construction pay items are assigned a six (6) digit number, shown as Item Number on the Plans and/or in the Special Provisions, and shall be interpreted in accordance with the following:

**Standard Item Number:**

The first three digits of the construction item numbers indicates the Section number as described in the Standard Specifications, and all applicable requirements of the Section shall remain effective unless otherwise modified by the Special Provisions. The last three digits of the construction item identifies the item by sequential number under that Section. Sequential numbers for all items covered under Standard Specifications range from 000 to 499. A comprehensive list of construction item numbers begins on page 421 of the Standard Specifications. Additions to this list will be made as required.

**Special Provisions Item Number:**

The first three digits of the construction items, covered under Special Provisions, indicates the applicable Section number of the Standard Specifications, and shall be governed fully by the requirements of the Special Provisions. The last three digit of the items covered under Special Provisions identifies the item by sequential number. Sequential numbers for Special Provision items, range from 500 to 999.

Examples

**Standard Item Number - 202000 Excavation and Embankment**

202 Indicates Section Number

000 Indicates Sequential Number

**Special Provision Item Number - 202500 Grading and Reshaping Roadway**

202 Indicates Section Number

500 Indicates Sequential Number

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**749730 – SIGN, OPTION 1 - DELAWARE**  
**749731 – SIGN, OPTION 2 - VILLAGE INN**  
**749732 – SIGN, OPTION 3 - BLUE HEN**  
**749733 – SIGN, OPTION 4 - BRANDYWINE**  
**749734 – SIGN, OPTION 5A - ODESSA**  
**749735 – SIGN, OPTION 5B - LEWES**  
**749736 – SIGN, OPTION 6 - MAGNOLIA**

**Description:**

This work consists of furnishing all materials and constructing different types (options) of community entrance signs as indicated on the Plans and as directed by the Engineer.

**Materials and Construction Methods:**

All materials shall conform to the requirements as stated on the Plans.

The community entrance signs shall be constructed in accordance to the notes and details on the Plans and as directed by the Engineer.

Note on all sign options except Option 5B: Bid price shall include the cost of double or single sided signs. No additional charge will be permitted for double sided signs options.

The contractor shall bid separate pricing for the faux brick, stucco and stone finish.

**Location:**

Each bid price shall include the cost for installing the sign regardless of location within the state.

**Installation:**

The Contractor shall install the sign no later than 30 calendar days after issuance of notice-to-proceed.

**Method of Measurement:**

Payment for this item will be made on a lump sum basis wherein no measurement will be made.

**Basis of Payment:**

Payment will be made at the Lump Sum price bid for this item. The price bid shall include the cost for performing the work specified and furnishing all labor, materials, tools, supplying shop drawings, supplying maintenance of traffic in accordance with the Delaware MUTCD, equipment and incidentals necessary to provide a complete community entrance sign(s) acceptable to the Engineer. Full payment will be made upon installation of the sign. There will be no partial payment prior to installation.

**Note:**

The Contractor shall fill in a cost for each type of sign material for Items 749730, 749731, 749732, and 749736. The lump sum bid for Items 749730, 749731, 749732, and 749736 shall be the sum of the cost for all the sign material listed.

The Department reserves the right to delete from the Contract one or more of the line items and the lump sum to be paid will be reduced in accordance with the Contractor's cost listed for that/those items. There will be no extra compensation to the Contractor if such deletion is made.

11/5/13

## STATEMENTS FOR OPEN-END PROJECTS

- 1 No utility relocation involvement is anticipated. Should any conflicts be encountered during construction requiring adjustment and/or relocation of the agencies' existing facilities, the necessary relocation work shall be accomplished by the respective agencies' forces, as directed by the District Engineer. Any adjustments and/or relocations of municipally owned facilities shall be done by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer.
- 2 No environmental permits are required for this work provided no jurisdictional wetlands or waters are impacted. If there is any question as to whether or not a water or wetland is jurisdictional, contact the DeIDOT Environmental Section at 302-760-2264.
- 3 It is anticipated that all work will occur within DeIDOT's existing right of way or easement areas. Should the need occur to trespass onto private property; it will be the responsibility of the Project manager to secure such trespass needs.
- 4 It is anticipated that all work will occur within DeIDOT's right of way. Should the need occur to trespass onto railroad property, including the highway-rail crossing; it will be the responsibility of the project manager to contact the railroad chief engineer and obtain written authorization before entering.
- 5 The project manager shall be responsible for coordinating with the Traffic Section relating to any impacts to Traffic Section facilities (including but not limited to traffic loops, junction wells etc.) at least 4 weeks in advance of the start of the activity. Prior to initiating any work on this contract (or sites), the Project Manager shall be responsible for preparing and submitting for approval of the Safety Section, a Maintenance of Traffic Plan. Sufficient time shall be provided for the review and approval of the plan. The Maintenance of Traffic Plan shall include proposed time restrictions on the closure of travel lanes subject to the approval of the Safety Section.
- 6 The Project Manager is responsible for ensuring any required documents and analysis as part of the adopted Work Zone Safety and Mobility Procedures and Guidelines has been completed prior to any work starting on this contract.

## **BID QUOTATION REPLY SECTION**

### **PUBLIC BID OPENINGS**

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

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

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

### **PROPOSAL REPLY REQUIREMENTS**

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

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

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

- BID DOCUMENTS MUST CONTAIN ORIGINAL SIGNATURES.

- BIDS MUST BE DELIVERED TO:

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

## **SUBMISSIONS REQUIRED AT THE TIME OF BID**

Bidders MUST provide the following with their bid:

1. **Attachment 1 - BIDDER'S CERTIFICATION**  
One (1) complete, signed and notarized copy  
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
2. **Attachment 2 – BID BOND and Bonding Company documents as required**  
One (1) complete, signed and notarized copy  
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
3. **Attachment 3 – BID PROPOSAL FORMS**  
Note instructions on the bid form regarding hand written versus typewritten.  
Enter only the information requested.

**Bidders must submit an offer for all of the seven (7) Sign Options requested. Four (4) of the Sign Options request pricing on multiple types of material. Bidders shall include pricing for each type of material requested for these four (4) Sign Options. Prices shall remain firm for each term of the contract.**

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

The items listed above provide the basis for evaluating each Bidder's proposal. **Failure to provide all appropriate information may deem the submitting bidder as "non-responsive" and exclude the bidder from further consideration.**

**CERTIFICATION**

Contract No. T201309505.01

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

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

Accompanying this proposal is a surety bond or a security of the bidder assigned to the Department of Transportation, for at least ten (10) percentum of total amount of the proposal, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department of Transportation, under the conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each person signing on behalf of the bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

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

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No. \_\_\_ Date: \_\_\_\_\_ No. \_\_\_ Date: \_\_\_\_\_ No. \_\_\_ Date: \_\_\_\_\_ No. \_\_\_ Date: \_\_\_\_\_

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA AND FINAL QUESTIONS AND ANSWERS.**

**MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: \_\_\_\_\_**



STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Sealed and dated this \_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand \_\_\_\_\_ ( 20\_\_\_\_ ).

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By: \_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary  
Seal

CANNOT BE  
USED FOR  
BIDDING

\_\_\_\_\_  
Notary

**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. T201309505.01, 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  
(20\_\_).  
SEALED, AND DELIVERED IN THE presence of

Corporate  
Seal

\_\_\_\_\_  
Name of Bidder (Organization)

By: \_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of **Surety**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**CANNOT BE  
USED FOR  
BIDDING**

**BID PROPOSAL FORMS**

CONTRACT T201309505.01

[Attachment 3](#)

All figures must be typewritten or handwritten in ink.

**SECTION 1**  
**CONTRACT NO. T201309505**

**ITEM - 749730 - Sign, Option 1 – Delaware**

ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1A	1	LS	Stucco	\$	\$
1B	1	LS	Brick	\$	\$
1C	1	LS	Stone	\$	\$

**TOTAL BID for 1A, 1B, 1C: \$ \_\_\_\_\_**  
 (LUMP SUM BID PRICE FOR ITEM 749730- Sign, Option 1 - Delaware)

**SECTION 2**  
**CONTRACT NO. T201309505**

**ITEM 749731 - Sign, Option 2 - Village Inn**

ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2A	1	LS	Stucco	\$	\$
2B	1	LS	Brick	\$	\$
2C	1	LS	Stone	\$	\$

**TOTAL BID for 2A, 2B, 2C: \$ \_\_\_\_\_**  
 (LUMP SUM BID PRICE FOR ITEM 749731 - Sign, Option 2 - Village Inn)

All figures must be typewritten or handwritten in ink.

<b>SECTION 3</b> <b>CONTRACT NO. T201309505</b>  <b>ITEM 749732 - Sign, Option 3 - Blue Hen</b>					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
<b>3A</b>	1	LS	Stucco	\$	\$
<b>3B</b>	1	LS	Brick	\$	\$
<b>3C</b>	1	LS	Stone	\$	\$
<b>TOTAL BID for 3A, 3B, 3C: \$ _____</b> (LUMP SUM BID PRICE FOR ITEM 749732 - Sign, Option 3 - Blue Hen)					

CANNOT BE USED FOR BIDDING

<b>SECTION 4</b> <b>CONTRACT NO. T201309505</b>  <b>ITEM 749733 - Sign, Option 4 - Brandywine</b>					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	TOTAL BID
<b>4A</b>	1	LS	As Specified	Lump Sum	\$
(LUMP SUM BID PRICE FOR ITEM 749733 - Sign, Option 4 - Brandywine)					

<b>SECTION 5A</b> <b>CONTRACT NO. T201309505</b>  <b>ITEM 749734 - Sign, Option 5A - Odessa</b>					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	TOTAL BID
<b>5A</b>	1	LS	As Specified	Lump Sum	\$
(LUMP SUM BID PRICE FOR ITEM 749734 - Sign, Option 5A - Odessa)					

All figures must be typewritten or handwritten in ink.

<b>SECTION 5B</b> <b>CONTRACT NO. T201309505</b>  <b>ITEM 749735 - Sign, Option 5B - Lewes</b>					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	TOTAL BID
<b>5B</b>	1	LS	As Specified	Lump Sum	\$
(LUMP SUM BID PRICE FOR ITEM 749735 - Sign, Option 5A - Lewes)					

<b>SECTION 6 BREAKOUT SHEET - 4</b> <b>CONTRACT NO. T201309505</b>  <b>ITEM 749736 - Sign, Option 6 – Magnolia</b>					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
<b>6A</b>	1	LS	Stucco	\$	\$
<b>6B</b>	1	LS	Brick	\$	\$
<b>6C</b>	1	LS	Stone	\$	\$
<b>TOTAL BID for 6A, 6B, 6C: \$ _____</b>					
(LUMP SUM BID PRICE FOR ITEM 749736 - Sign, Option 6 - Magnolia)					