



STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

# State of Delaware

Solar Powered Electrical System

**Invitation to Bid**

**Contract No. DOT1304-SOLAR\_SYSTEM**

Advertise Date: February 25, 2013

***- Deadline to Respond -***

***March 26, 2013***

***2:00 P.M. Local Time***

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**CONTRACT NO. DOT1304-SOLAR\_SYSTEM**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Solar Powered Electrical System. The invitation consists of the following documents:

INVITATION TO BID

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
  - a. Proposal Reply Requirements
  - b. Monthly Usage Report (sample)
  - c. Subcontracting Quarterly Report (sample)
  - d. Attachment 1 - No Bid Reply Form
  - e. Attachment 2 - Bidder's Certification
  - f. Attachment 3 - Subcontractor Information Form
  - g. Attachment 4 - Business References
  - h. Attachment 5 - Confidential Information Form
  - i. Attachment 6 - Bid Forms
  - j. Attachment 7 - Office of Supplier Diversity Information

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

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

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**DEFINITIONS**

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

**STATE**: The State of Delaware

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION A - GENERAL PROVISIONS

### 1. **BID INVITATION:**

See "Definitions".

### 2. **PROPOSAL FORMS:**

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

### 3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

### 4. **SILENCE OF SPECIFICATIONS:**

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

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

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

### 6. **PREPARATION OF PROPOSAL:**

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

### 7. **PRICES QUOTED:**

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

8. **DISCOUNT:**

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

9. **SAMPLES OR BROCHURES:**

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

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

Waived.

11. **DELIVERY OF PROPOSALS:**

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

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

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

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

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

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

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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

16. **ADDENDA TO THE ITB:**

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

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

1. **CONSIDERATION OF BIDS:**

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

2. **MATERIAL GUARANTY:**

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

3. **CONTRACT AWARD:**

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

4. **EXECUTION OF CONTRACT:**

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

5. **REQUIREMENT OF CONTRACT BOND:**

Waived.

6. **WARRANTY:**

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

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

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



STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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 upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

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

10. **CONTRACT EXTENSION:**

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

11. **TERMINATION FOR CONVENIENCE:**

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

12. **TERMINATION FOR CAUSE:**

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

**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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

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

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

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

8. **BID EVALUATION AND AWARD:**

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

9. **INVOICING:**

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

**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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

CONTRACT NO. DOT1304-SOLAR\_SYSTEM

**SPECIAL PROVISIONS**

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Solar Powered Electrical System requirements.

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

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

3. **CONTRACT PERIOD:**

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

4. **PRICES:**

Prices shall remain firm for each term of the contract.

5. **PRICE ADJUSTMENT:**

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

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

6. **SHIPPING TERMS:**

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

7. **QUANTITIES:**

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

8. **FUNDING OUT:**

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

9. **BID BOND REQUIREMENT:**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

11. **MANDATORY INSURANCE REQUIREMENTS:**

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

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

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

and

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

or

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

or

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

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

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

**Contract Administrator, [dot-ask@state.de.us](mailto:dot-ask@state.de.us)**

**Contract No. DOT1304-SOLAR\_SYSTEM**

**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 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.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**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. MANDATORY USAGE REPORT:**

A Monthly Usage Report (Sample A) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports shall be submitted electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). The Subject line of the e-mail shall state 'MONTHLY USAGE REPORT'. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity Supplier) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The Subcontracting Quarterly Report (Sample B) shall be submitted to [dot-ask@state.de.us](mailto:dot-ask@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

**20. BUSINESS REFERENCES:**

For selection purposes, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

**21. ORDERING PROCEDURE:**

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

**22. BILLING:**

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

**23. PAYMENT:**

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



**24. PRODUCT SUBSTITUTION:**

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

**25. BID/CONTRACT EXECUTION:**

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

**26. CONTRACTOR RESPONSIBILITY:**

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

**27. PERSONNEL:**

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

**28. LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

**29. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit [www.energystar.gov](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).

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

**30. TERMINATION FOR CONVENIENCE:**

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

**31. TERMINATION FOR CAUSE:**

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

**32. AUDIT ACCESS TO RECORDS:**

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

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

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

**34. ELECTRONIC CATALOG:**

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**35. SUBCONTRACTS:**

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

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

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

**36. CONFIDENTIALITY:**

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

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

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

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

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

**37. BUY AMERICA :**

References:  
23 USC 313  
ISTEA Section 1041(a) and 1048(a)  
23 CFR 635.410

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Applicability:

Applicable to all materials used in Federal-aid projects

Guidance:

This contract requires the use of domestic steel and iron in products produced for Federally funded projects. All foreign steel and iron materials and products are covered by Buy America regardless of the percentage they comprise in a manufactured product or the form they may take. The regulations allow bidders and the contracting agency some latitude through minimum use, waivers, and alternate bids.

All manufacturing processes must take place domestically. Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. These processes include rolling, extruding, machining, bending, grinding, drilling and coating. "Coating" includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

Buy America does not apply to raw materials (iron ore and alloys), scrap, pig iron or processed, pelletized, and reduced iron ore.

If domestically produced steel billets or iron ingots are shipped overseas for any manufacturing process, and then returned to the U.S., the resulting product does not conform with the Buy America requirements.

The manufacturing process for a steel/iron product is considered complete when the product is ready for use as an item (e.g., fencing, posts, girders, pipe, manhole cover, etc.) or could be incorporated as a component of a more complex product through a further manufacturing process (e.g., the case for a traffic signal head). The final assembly process does not need to be accomplished domestically so long as the steel/iron component is only installed and no manufacturing process is performed on the steel/iron component.

For the Buy America requirements to apply, the steel or iron product must be permanently incorporated into the project. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework, etc.

Buy America provisions apply to all steel and iron materials that is to be permanently incorporated in a Federal-aid project, even if an item is rendered as a "donated material" in accordance with 23 U.S.C. 323 - Donations and Credits.

For additional information, refer to the following website:

<http://www.fhwa.dot.gov/programadmin/contracts/core02.cfm#s2B01>

Refer to section B. Other Contract Provisions.

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

**39. XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

\* \* \* \* \*

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

\* \* \* \* \*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**40. XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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CONTRACT NO. DOT1304-SOLAR\_SYSTEM

**TECHNICAL SPECIFICATIONS**

**PROJECT OVERVIEW**

The Delaware Department of Transportation (DelDOT), hereafter called The Department, is making a request for bids to supply a complete and fully operational Solar Powered Electrical System, including but not limited to solar array panels, batteries, solar system controllers/regulators, outdoor enclosure cabinets, all miscellaneous equipment and connections, operational software, software interface/Application Programming Interface (API), integration, training and warranty period for support to The Department.

Solar Powered Electrical Systems will make available to The Department the flexibility to monitor sections of Delaware's highway system that do not have readily accessible utility power. Solar Powered Electrical Systems are one component of the statewide Integrated Transportation Management System (ITMS) initiative undertaken to provide for the safe and efficient management of the transportation system.

This work will involve supplying Solar Powered Electrical Systems over a three (3) year period with the possibility of two (2) additional one-year extensions. The Solar Powered Electrical System must be capable of being controlled / monitored from The Department's Transportation Management Center (TMC) in Smyrna, DE and locally via an interface provided as part of the supplied Solar Powered Electrical System.

This Contract is envisioned to provide materials for approximately forty (40) + installations. All materials will be supplied by the Contractor and installed by DelDOT forces.

The Contractor shall provide one copy of the vendor's solar system controller/regulator software, as well as an Application Programming Interface (API) to monitor/control the System, as defined herein and shall utilize the open standard MODBUS TCP/IP protocol to support the direct connection to The Department's communications network.

Various requirements and responsibilities within the context of this project shall be assumed by The Department and the Contractor, as specified herein. Training for installation, operations, maintenance, and replacement shall be provided by the Contractor.

**Powered Electrical System**

Unless otherwise stated, these requirements shall apply to all hardware and software components. Requirements applicable to a specific hardware component are described elsewhere in these Technical Specifications.

**Regulations and Codes**

All electrical equipment shall conform to the standards of National Electrical Manufacturers Association (NEMA), National Electrical Safety Council (NESCA), Federal Communications Commission (FCC), and the Electronic Industries Association/Telecommunications Industry Association (EIA/TIA), where applicable.

All system wiring, conduit, grounding hardware, and circuit breakers shall be in conformance with the issue of the National Electrical Code in effect on the date of the bid. All electrical conductors shall be copper.

Whenever references are made in these provisions, they are considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

## Reference Publications

The publications listed below, of the issue in effect on the date of the bid, form a part of these Technical Specifications to the extent referenced. The publications are referred to in the text by basic designation only. In the event of a conflict between the publications referenced and the detailed content of the Technical Specification sections that follow, the latter shall be considered a superseding requirement.

- 1) National Electrical Code (NEC), 2005 or Latest Edition
- 2) International Electrotechnical Commission (IEC): IEC 61215
- 3) Underwriters Laboratories (UL)/ Underwriters Laboratories of Canada (cUL)
- 4) International Standards Organization (ISO) 2002
- 5) European Standards (EN): EN 6100-6-2:2005 (Immunity), EN-55022:1994(Emissions), EN-60335-2-29:2002 (Safety)

## Delaware Department of Transportation Responsibilities

Along with the requirements of this Contract and Special Provisions, The Department shall be responsible for:

- 1) Providing a facility for pre-installation meeting and training.
- 2) Providing a contact person and location address for delivery of the items.
- 3) Performing visual inspections within ten (10) working days after delivery of the System and/or associated equipment to verify that the materials and workmanship comply with the requirements of these Technical Specifications. Visual inspections shall be performed on all equipment to determine any physical defects such as cracking, scaling, and poor fastening of components. If The Department discovers defective equipment, it shall be rejected and the Contractor shall be responsible for replacement of the defective equipment, at no additional cost to the Department.
- 4) Providing the communications equipment both at the TMC and at the System installation site in the field.
- 5) Contacting the Contractor in writing to schedule delivery and training of the Solar Powered Electrical System and/or associated equipment. The Contractor shall commence all work within ten (10) working days after formal provision of an individual Purchase Order by the Department.

Upon the delivery and inspection of each Solar Powered Electrical System and/or associated equipment, The Department shall accept and assume responsibility for owning, operating, and maintaining the Solar Powered Electrical System and/or associated equipment.

## Solar Powered Electrical System Requirements

The system shall consist of multiple 12 VDC batteries, solar system controller/regulator, mounting hardware, outdoor enclosure cabinet, solar panel arrays, hardware and software interfaces, and all ancillary cabling and hardware.

The Contractor shall submit, for approval by The Department, their solar power and battery back-up design calculations that allows for a minimum of 5 (five) Days of Autonomy (DOA) during the months of December through February.

- 1) The submitted design specifications shall include the quantity and size (wattage and dimensions) of the solar panels, the quantity and size (Amp Hour) of batteries; product cut sheets of all equipment, and power generation and storage calculations for the proposed components.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

- 2) The structural support devices (solar panel array mounting brackets) shall conform to the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, 5<sup>th</sup> Edition.

The Solar Powered Electrical System design shall be provided in three (3) system configurations as listed below:

- 1) Solar Powered Electrical System – 16 Watts
- 2) Solar Powered Electrical System – 26 Watts
- 3) Solar Powered Electrical System – 34 Watts

### **Solar Powered Electrical System Materials**

The System shall be designed to operate continuously under ambient temperature conditions from -40<sup>o</sup>C to +70<sup>o</sup>C.

### **Outdoor Cabinet**

The outdoor cabinet shall meet the following requirements:

- a) NEMA 3R weatherproof lockable cabinet with a brushed aluminum finish.
- b) Sized to house batteries (maximum of four), charger, and solar panel controller and provide 12 inches of additional free space for ITS field interface equipment as specified by The Department.
- c) Be equipped with mounting brackets to house electronics and batteries, and shall be furnished with mounting hardware to mount it to a pedestal pole with a Nominal Pipe Size (NPS) of outside diameter (O.D) range of 3.50 inches to 5.25 inches.
- d) Be equipped with UL/cUL approved battery fused and DC voltage breakers.

### **Battery**

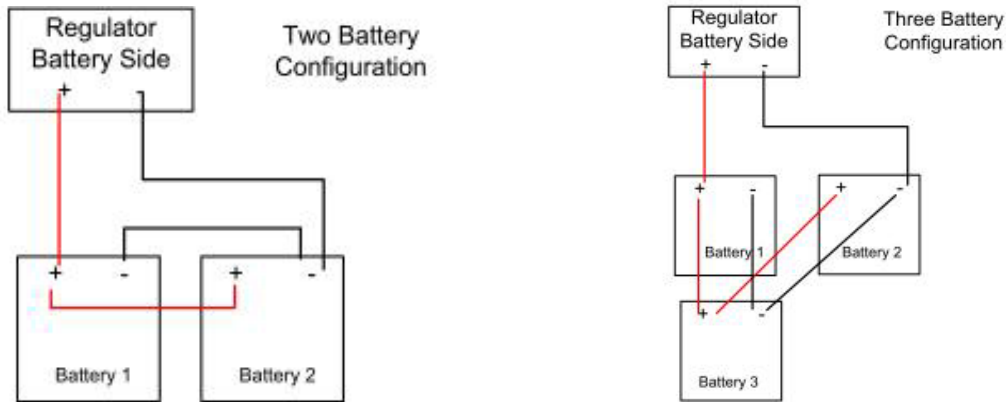
The Battery bank shall be charged from the surplus power available from the solar panel when the sunlight is available and will supply/supplement the solar electric power from the solar panel when the sunlight is inadequate under cloudy conditions and during nights.

The battery type shall be for industrial hardness applications, including telecommunications applications. The battery shall be sealed, maintenance free, deep cycle, gel lead acid 12 VDC battery. The battery shall have a valve-regulated design with a self discharge rate of less than 1% per month (at 25<sup>o</sup>C). The battery shall support the following functions:

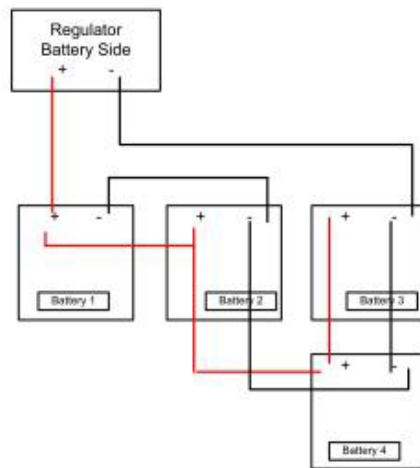
- a) Be rated at least 129 amp hours (24 hour rated capacity).
- b) Provide 12 volts of operating voltage to the cabinet components.
- c) Utilize marine-type deep cycle discharge (80%) batteries and be able to withstand a minimum of 500 deep cycle discharges.
- d) Be charged from solar cells through a photovoltaic regulator with thermal compensation and have a low voltage shut-off to prevent battery depletion with an auto reset feature to allow solar charging to resume when sufficient solar power is generated.
- e) Have the ability to be charged from a 110 volt, 50 amp AC outlet and shall be charged to 95% of the total output voltage in less than 24 hours and to 100% within 48 hours.
- f) Have a bypass switch that automatically detects if power is being consumed from a commercial 110 volt source, and shut off consumption of battery power in this situation.

- g) The charging device shall automatically shut off when the battery system is fully charged to prevent over-charging.

Refer to Figure 1 and 2 for battery connection and jumper configuration for two to four batteries.



**Figure 1 - Battery Connection and Jumper Configuration (2 and 3 Batteries)**



**Figure 2 - Battery Connection and Jumper Configuration (4 Batteries)**

### Solar System Controller/Regulator

The solar system controller/regulator shall provide fully operational control of the battery charging process and solar panel effects. The solar system controller/regulator shall support the following functions:

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

- a) Supports system monitoring and data logging.
- b) Provide fully automated operations including self-diagnostic and electronic error protection.
- c) Use MPPT (Maximum Power Point Technology) or equivalent as approved by The Department.
- d) Provide a maximum 60 amps continuous battery current.
- e) Be rated for 12, 24, 36, or 48 Volts DC systems (Selectable at start-up).
- f) Provide a maximum 150 VDC solar input voltage.
- g) Utilized open standard MODBUS protocol.
- h) Include network connection ports as listed below:
  - i. RS-232
  - ii. IEA-485
  - iii. RJ-45
  - iv. RJ-11 (MeterBus)
- i) Provide the following charging algorithms stages:
  - i. Bulk
  - ii. Absorption
  - iii. Float
  - iv. Equalize
- j) Automatically adjust charge voltage set points based on measured battery temperature (with a Remote Temperature Sensor) as  $-5\text{mV}/^{\circ}\text{C}/\text{cell}$  ( $25^{\circ}$  ref.) with a temperature compensation range of  $-30^{\circ}\text{C}$  to  $+80^{\circ}\text{C}$ .
- k) Include LED indicators for battery charging status and controller faults/alarms.
- l) Provide battery charging settings to enable the selection of the battery type used in the System.
- m) Include a Remote Temperature Sensor (RTS) for effective temperature compensated charging.
- n) Support SMTP, HTTP, and SNMP communications.
- o) Include System Monitoring software, as well as an API that provides full monitoring and remote access capability to the Solar Powered Electrical System field device locations. The monitoring software shall meet the following requirements:
  - i. Provide access to the Solar Powered Electrical System devices connected in the field.
  - ii. Supports remote monitoring of Solar Powered Electrical System devices by one or more PCs through TCP/IP.
  - iii. Ability to transmit commands to the Solar Powered Electrical System device on demand, or as by user defined triggers.
  - iv. Logs all mode changes, warnings, errors, faults, and alarms.
  - v. Ability to provide daily remote data logs for up to 200 days. Logged data values include:
    - 1. Minimum Battery Voltage
    - 2. Maximum Battery Voltage
    - 3. Maximum Solar Array Voltage
    - 4. Maximum Power Output
    - 5. Charge Amp-Hours
    - 6. Charge Watt-Hours
    - 7. Minimum/Maximum Battery Temperature

## Solar Panels

The photovoltaic solar panel array shall consist of required number of individual solar panels connected to obtain the required voltage and current rating of a solar module. The solar array panels shall meet the following minimum requirements:

- a) Maximum Power ( $P_{max}$ ): 150W
- b) Voltage at  $P_{max}$  ( $V_{mp}$ ): 18.1V
- c) Current at  $P_{max}$  ( $I_{mp}$ ): 8.3A
- d) Open Circuit Voltage ( $V_{oc}$ ): 22.2V
- e) Short Circuit Current ( $I_{sc}$ ): 8.5A
- f) Current ( $I_{sc}$ ) Temperature coefficient: 0.065%/C
- g) Voltage ( $V_{oc}$ ) Temperature coefficient: -.35%/C
- h) Power ( $P_{max}$ ) Temperature coefficient: -0.5%/C
- i) Maximum series fuse rating: 15A
- j) Maximum system Voltage: 600VDC
- k) Weight: 31 lbs. (Maximum)
- l) Solar Cells: 36 cells connected in series
- m) Standard Test Conditions (STC): Irradiance - 1000W/m<sup>2</sup>, AM - 1.5, Temp - 77°F (25°C)
- n) Diodes – Includes dual bypass diodes within weather resistant junction box
- o) Be mounted with painted steel hardware designed for side of pole mounting on poles with an outside diameter (O.D.) between 3.50 inches and 5.25 inches at the attachment point. The support mechanism shall be rated for maximum wind speeds of 90 mph and provide a tilt range of 25° to 60° in 5° increments. The maximum height above ground shall not exceed 30 feet.

## Catalog Parts

The Contractor shall submit with their bid proposal a price list for recommended catalog parts for the Solar Powered Electrical System and/or associated components. In addition, the Contractor shall specify a percentage discount from the list prices for all catalog parts. Attached to the Bid Proposal Forms shall be the initial list prices for the catalog parts as required below. All catalog parts are to be identical to the installed components to enable The Department or its agent to readily replace defective components. The Department may review the suggested minimum stocked catalog parts and cost estimates, and modify/negotiate the terms with the Contractor on those items.

All catalog parts provided shall be newly manufactured and identical to the originally supplied equipment. If original placement parts are no longer available, all catalogs shall be a direct replacement for the original installed components.

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

The Contractor shall be required to provide repair parts to The Department within fifteen (15) working days after receipt of an approved purchase order.

For the duration of this Contract, when the Contractor discontinues or improves any catalog parts or equipment, the Contractor shall submit an updated catalog parts list including the list price for each item.

## Plans and Specifications

**Along with the requirements of the Bid Submission, the Contractor shall submit for approval two (2) hard copies and one (1) PDF copy of catalog cuts, diagrams, shop drawings, schematics, and descriptions for all equipment required for delivery to The Department.** Descriptive literature should be adequate to determine if the equipment meets the requirements set forth in the Technical Specifications. Additionally, as part of the response to the individual Purchase Orders, the Contractor shall provide individual packages for different Solar Powered Electrical System configurations if the ordered System configuration has changed from the initially accepted Specification. The Contractor shall be required to provide an advanced written notification prior to any delivery of any System, if modifications to a particular System configuration previously approved require different catalog parts. Regardless of this last requirement, updated documentation shall be provided by the Contractor for each delivered System configuration.

*NOTE: The reason for this additional requirement is that The Department recognizes that vendors may improve Solar Powered Electrical System configurations; however, The Department needs to have the correct and most up-to-date documentation for any purchased equipment.*

## Training Overview

The Contractor shall submit a system training plan to The Department for review and approval within forty-five (45) working days after issuance of a purchase order. Once the training plan is approved, the Contractor shall use it to provide format system training to The Department's staff. This work is to provide The Department's personnel and/or its representative with Solar Powered Electrical System installation training, operations training, and maintenance and replacement technique training support programs including courseware, material, and services for the entire Solar Powered Electrical System as described below.

The Contractor shall provide training on the proper installation, assembly, testing, disassembly, un-installation, operation, maintenance support, replacement techniques, and safety for all operations for the complete Solar Powered Electrical System.

The training shall be provided on site at a location designated by The Department at no additional cost. ALL labor, materials, and transportation for the planning, organizing, and execution of training shall be included in the pricing offered on the Bid Forms.

### **Solar Powered Electrical System Installation Training Requirements**

Two (2) Solar Powered Electrical System Installation Training sessions for as many as ten (10) people per session shall be provided by the Contractor for The Department's operations staff at a facility to be provided by The Department. The Department is responsible for scheduling the System Installation Training, and for designating the personnel to be trained. One (1) electronic copy of the training materials shall be submitted to The Department for review and approval at least thirty (30) days prior to conducting training program so that attendance of the staff can be coordinated.

The Solar Powered Electrical System Installation Training shall cover system installation, configuration, operation, and maintenance of the various System components. The Contractor shall provide one (1) complete set of the training plan and schedule for The Department's approval prior to performing any training. The Contractor must provide an instructor at a location of The Department's choice to conduct "classroom" and "hands-on" training. The Contractor shall provide sufficient copies of training manuals for each participant use during the training program and for back-up (i.e., one (1) complete set of approved training materials to each participant). In addition, the Contractor shall submit one electronic copy of all final text-based workshop materials and visual aids to The Department. At a minimum, each Solar Powered

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Electrical System Installation Training course shall consist of four (4) hours of classroom/hands-on training. Bidders should assume that each training session will occur on separate days; however, The Department and the Contractor may be able to determine a more advantageous schedule.

**Operations Training Requirements**

Two (2) Operations Training sessions for up to ten (10) people per session shall be provided by the Contractor for The Department's operations staff at a facility to be provided by The Department. The Department is responsible for scheduling the Operations Training, and for designating the personnel to be trained. One (1) electronic copy of the training materials shall be submitted to The Department for review and approval at least thirty (30) days prior to conducting training program so that attendance of staff can be coordinated, and, as a minimum shall contain the following:

- 1) Basic operational procedures and instructions for field and remote operations including Solar controller/regulator software features
- 2) Equipment manuals
- 3) Preventative maintenance procedures
- 4) System and solar controller/regulator software troubleshooting

The Operations Training shall also include all materials and manuals for a complete demonstration of the system, procedures, operation, and equipment operation. This training shall stress the day-to-day operation of the complete Solar Powered Electrical System, its capabilities, and troubleshooting techniques. The Contractor shall provide one (1) complete set of the training plan and schedule for The Department's approval prior to performing any training. The Contractor must provide an instructor at a location of The Department's choice to conduct "classroom" and "hands-on" training. The Contractor shall provide sufficient copies of training manuals for each participant use during the training program and for back-up (i.e., one (1) complete set of approved training materials to each participant). In addition, the Contractor shall submit one electronic copy of all final text-based workshop materials and visual aids to The Department. At a minimum, each Operations Training shall consist of four (4) hours of classroom/hands-on training. Bidders should assume that each training session will occur on separate days; however, The Department and the Contractor may be able to determine a more advantageous schedule.

**Maintenance and Replacement Training Requirements**

Two (2) Maintenance and Replacement Training follow-up training sessions for ten (10) people per session shall be provided by the Contractor for The Department's service technicians at a facility to be provided by The Department. The Department is responsible for scheduling the Maintenance and Replacement Training, and for designating the personnel to be trained. The training shall include all materials and manuals required for The Department to maintain and repair all field equipment. One (1) electronic copy of the training material consisting of complete schematics and maintenance manuals for all equipment shall be submitted to The Department for review and approval at least thirty (30) days before the training begins, and, as a minimum, shall contain the following:

- 1) Review of basic system configuration and operation
- 2) Review of preventative maintenance procedures
- 3) Review of system solar controller/regulator software troubleshooting procedures
- 4) Replacement technique training requirements
- 5) Theory of operation, circuit description
- 6) Calibration, alignment, and adjustment procedures



STATE OF DELAWARE  
Department of Transportation  
Contract Administration

- 7) Wiring diagrams
- 8) Complete schematics and sub-component part listing

The purpose of the training is to provide new Department employees as well as others with a refresher training course. The training shall include theory of operation, circuit description, preventative maintenance procedures, troubleshooting, field adjustments, and/or calibration of the Solar Powered Electrical System and repair/replacement of all equipment. The Contractor shall provide one (1) complete set of approved training materials for each participant as directed by The Department. Participants shall retain their training materials after completion of the training. In addition, the Contractor shall submit one electronic copy of all final text-based workshop materials and visual aids to The Department. Each Maintenance and Replacement Training session shall be conducted in a single day for eight hours, four (4) classroom hours, and four (4) field hours.

### **Technical Assistance**

The Contractor shall provide a manufacturer-authorized service center staff to provide technical assistance and telephone support if needed. This office shall provide a phone number that can be contacted for this purpose and be available on-call Monday through Friday starting at 8:00 AM on Monday until 5:00 PM daily, Eastern Time for service calls and parts as needed. This service shall be provided within 4 hours after a call has been sent during the above hours. If a call has been sent during any other times, the return call shall be placed within 4 hours after 8:00 AM of the next working day (after a weekend or any Federal and State holidays).

### **Warranty**

#### **System Service Operation Warranty**

The following service operation warranty shall apply:

- 1) A service operation warranty period shall be provided for two (2) years on both the mechanical components and on the electrical components of the complete Solar Powered Electrical System.
- 2) These periods start from the date an entire Solar Powered Electrical System and associated equipment has been fully accepted by The Department by the requirements of “*Project and System Acceptance Testing*”, *Section 9 of these Technical Specifications*.
- 3) The service operations warranty period shall apply to the entire Solar Powered Electrical System and associated equipment and shall include replacement of any part used during the service operations period at no cost to The Department. This shall include all parts and labor for the successful vendor to visit the location of the Solar Powered Electrical System and/or associated equipment (regardless of the current location within the State of Delaware) and to perform any replacement or repair activities.
  - a. The vendor shall acknowledge any warranty claims within 2 days receipt of an e-mailed warranty claim, either in writing or via e-mail.
  - b. If the vendor or The Department determine (only one party shall be required to determine this need) that on-site assistance is necessary to fix a problem, a trained vendor-provided technician shall be dispatched within 48 hours to the location of the Solar Powered Electrical System and/or associated equipment in question. The 48 hours shall begin when the written or e-mail request is made.
  - c. If the vendor and The Department mutually determine that The Department can make a particular repair but a part is needed (i.e., not existing in The Department’s catalog part collection), this part shall be sent

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

via FedEx and arrive at The Department's Smyrna TMC within 48 hours after the determination has been made.

- 4) Within the two (2) year service operations warranty period, The Department reserves the right to require the replacement of the whole Solar Powered Electrical System and/or associated equipment under the following circumstances:
  - a. If one particular component fails on the same Solar Powered Electrical System and/or associated equipment within a period of 3 months, the whole Solar Powered Electrical System and/or associated equipment shall be repaired or replaced without any costs to The Department.
  - b. If several different components fail on the same Solar Powered Electrical System and/or associated equipment within a period of 3 months, the whole Solar Powered Electrical System and/or associated equipment shall be repaired or replaced without any costs to The Department.
- 5) If the provision of replacement parts requires more time, the Contractor shall inform The Department immediately with a corresponding timetable.
- 6) The Contractor shall bear the cost of transporting the equipment both to and from the site as well as any labor and other direct costs to perform these activities.

**MEASUREMENT AND PAYMENT**

The Special Provisions and Technical Specifications within this Contract define the Solar Powered Electrical System along with miscellaneous equipment including catalog parts. In addition, Warranties, Support, Plans, Specifications and Documentation for the Solar Powered Electrical System and associated equipment and items necessary for the successful furnishing of the Solar Powered Electrical System, as outlined within this Contract, the Special Provisions and Technical Specifications will be provided to The Department by the Contractor, and measured and paid for as defined herein.

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

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

Items 1001, 1002, 1003, 2001, 3001, 4001, and 5001 comprise the base bid. **(Item 6001, Catalog Parts List, shall be provided at no charge and must be submitted along with the bidder's response.)** The Bidder shall specify a unit price for each item.

**ITEM 1001 – SUPPLY SOLAR POWERED ELECTRICAL SYSTEM – 16 WATTS**

This item shall consist of providing to The Department a Solar Powered Electrical System that meets all performance, operation, and reliability standards in this Contract. This shall include, but not be limited to, solar panel arrays, solar system controller/regulator, output contact closure module, batteries, cables, mounting hardware, hardware and software interfaces, and miscellaneous equipment as specified.

**ITEM 1002 – SUPPLY SOLAR POWERED ELECTRICAL SYSTEM – 26 WATTS**

This item shall consist of providing to The Department a Solar Powered Electrical System that meets all performance, operation, and reliability standards in this Contract. This shall include, but not be limited to, solar panel arrays, solar system controller/regulator, output contact closure module, batteries, cables, mounting hardware, hardware and software interfaces, and miscellaneous equipment as specified.

**ITEM 1003 – SUPPLY SOLAR POWERED ELECTRICAL SYSTEM – 34 WATTS**

This item shall consist of providing to The Department a Solar Powered Electrical System that meets all performance, operation, and reliability standards in this Contract. This shall include, but not be limited to, solar panel arrays, solar system controller/regulator, output contact closure module, batteries, cables, mounting hardware, hardware and software interfaces, and miscellaneous equipment as specified.

**ITEM 2001 – SOLAR POWERED ELECTRICAL SYSTEM INSTALLATION TRAINING PROGRAM FOR  
ITEM 1001**

This item shall cover all costs associated with the preparation and implementation of the Solar Powered Electrical System Installation Training Program specified as part of these Technical Specifications. The work shall include but not be limited to supplying ALL necessary labor, materials, and transportation for the planning, organization, and executing of training for operations for the complete Solar Powered Electrical System and/or associated equipment for each configuration ordered. Training instruction shall include the proper installation, assembly, testing, disassembly, un-installation, transportation handling, operations, support, and safety of all operations for the complete Solar Powered Electrical System and/or associated components for each configuration ordered.

One (1) electronic copy of the Solar Powered Electrical System Installation Training Program manual shall be submitted to The Department at least thirty (30) days before the training begins, and shall contain at a minimum the basic operational procedures and instructions for the field and remote operations, software features, equipment manuals, preventative maintenance procedures, and system and software troubleshooting. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course.

**ITEM 3001 – OPERATIONS TRAINING FOR ITEMS 1001, 1002, and 1003**

This item shall cover all costs associated with the preparation and implementation of the Operations Training Program specified as part of these Technical Specifications. The work shall include but not be limited to supplying ALL necessary

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

labor, materials, and transportation for the planning, organization, and executing of training for operations for the complete Solar Powered Electrical System and/or associated equipment for each configuration ordered. Training instruction shall include the proper installation, assembly, testing, disassembly, un-installation, transportation handling, operations, support, and safety of all operations for the complete Solar Powered Electrical System and/or associated components for each configuration ordered.

One (1) electronic copy of the Operations Technique Training Program manual shall be submitted to The Department at least thirty (30) days before the training begins, and shall contain at a minimum the basic operational procedures and instructions for the field and remote operations, software features, equipment manuals, preventative maintenance procedures, and system and software troubleshooting. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course

**ITEM 4001 – MAINTENANCE AND REPLACEMENT TRAINING PROGRAM FOR ITEMS  
1001, 1002, and 1003**

This item shall cover all costs associated with the preparation and implementation of the Maintenance and Replacement Training Program specified as part of these Technical Specifications. The work shall include but not be limited to supplying ALL necessary labor, materials, and transportation for the planning, organization, and executing of training for operations for Maintenance and Replacement Training for the complete Solar Powered Electrical System and/or associated equipment for each configuration ordered. Training instruction shall include the maintenance and replacement training on the proper operations, support, and safety of all operations for the complete Solar Powered Electrical System and/or associated components for each configuration ordered.

One (1) electronic copy of the Maintenance and Replacement Training Program manual shall be submitted to the Department at least thirty (30) days before the training begins, and shall contain at a minimum the basic system configuration and operation, review of preventative maintenance procedures, review of system and software troubleshooting procedures, replacement technique training requirements, theory of operation, circuit description, calibration, alignment, and adjustment procedures for all configurations, wiring diagrams, and complete schematics, and sub-component part listing. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course

**ITEM 5001–TECHNICAL ASSISTANCE AND TELEPHONE SUPPORT**

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

The successful bidder shall have manufacturer trained vendor-provided technical personnel to assist the Contractor in the event assistance is needed at each/any Solar Powered Electrical System deployment site for installation, operation, maintenance, and replacement techniques of the Solar Powered Electrical System and/or associated equipment, for as long as The Department utilizes these Solar Powered Electrical Systems and/or associated equipment. Technical Assistance and Support shall be procured on an annual basis. The Department shall reserve the right to extend or discontinue this Technical Assistance agreement on an annual basis.

Payment for this item shall be paid by The Department to the Contractor for each hour of service provided to The Department for “Supply Technical Assistance and Support”. Service and available on-call assistance shall be available during normal Department working hours, Monday through Friday, 8:00 AM until 5:00 PM daily, Eastern Time for service calls and parts as needed.

**ITEM 6001– CATALOG PARTS LIST**

This item shall consist of supplying to The Department a list of Catalog Parts including quantities and cost estimates for the Solar Powered Electrical System configurations specified within this Contract. The Contractor shall provide to The Department an inventory of all suggested minimum stocked parts that should be kept on hand in the parts room for each of the batteries and array panels, including all associated equipment, and other components necessary for a fully functional system. Catalog parts shall be calculated on the quantity of Solar Powered Electrical Systems as indicated on the bid proposal form, with all associated equipment specified within this Contract, the Special Provisions, and the Technical Specifications.

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

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

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

BID QUOTATION REPLY SECTION

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

**Bids shall be submitted to:**

**Via Delivery Service:**

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

**via U.S. Mail:**

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

**PUBLIC BID OPENINGS**

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

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

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

## PROPOSAL REPLY REQUIREMENTS

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

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

- BID DOCUMENTS MUST CONTAIN ORIGINAL SIGNATURES.

- BIDS MUST BE DELIVERED TO:

**Via Delivery Service:**

**via U.S. Mail:**

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

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

### **Bidders MUST provide the following with their bid:**

1. **Attachment 2 - BIDDER'S CERTIFICATION**  
One (1) complete, signed and notarized copy  
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
2. **Attachment 3 - Subcontractor Information Form**  
Fill out at least section 1 through 3a.  
If using any Subcontractors, fill out the complete page for each Subcontractor.
3. **Attachment 4 - Business References**  
You do not have to use this form; however, you must submit a single page that includes all information for all three references.
4. **Attachment 5 - Confidential Information Form**  
Submit this form even if your proposal does not contain confidential information.
5. **Attachment 6 – Bid Forms**  
Note instructions on the bid form regarding hand written versus typewritten.  
Enter only the information requested.
6. **Catalog Parts List** – Refer to Item 6001 on page 33 in the Technical Specifications section.
7. **Plans and Specifications** – Refer to page 26 in the Technical Specifications section of this solicitation.

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

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



STATE OF DELAWARE  
 Department of Transportation  
 Contract Administration

State of Delaware  
 Monthly Usage Report

Sample A

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	<a href="#">UNSPSC</a>	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](mailto:vendorusage@state.de.us).

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Sample B

State of Delaware																		
Subcontracting Quarterly Report (2nd tier)																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required			Requested detail								
Vendor Name *	Vendor TaxID *	Contract Name/Number *	Vendor Contact Name*	Vendor Contact Phone *	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor or UNSPSC	M/WBE Certifyin g Agency	Veteran/Servi ce 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	
S A M P L E																		

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

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

NO BID REPLY FORM (optional)

**CONTRACT No. DOT1304-SOLAR\_SYSTEM**

**TITLE: Solar Powered Electrical System**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

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

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

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

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**CONTRACT NO.:** DOT1304-SOLAR\_SYSTEM  
**TITLE:** Solar Powered Electrical System  
**OPENING DATE:** March 26, 2013

**Attachment 2**

**BIDDER'S CERTIFICATION**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date.

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

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware.

	Corporation
	Partnership
	Individual

COMPANY NAME \_\_\_\_\_ (Check one)

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

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

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

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (type or print): \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

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

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

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



## Business References

CONTRACT NO.        **DOT1304-SOLAR\_SYSTEM**  
Contract Name:       **Solar Powered Electrical System**

BIDDER: \_\_\_\_\_

List three business references, including the following information:

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

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

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

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



**BID QUOTATION**

CONTRACT NO.: DOT1304-SOLAR\_SYSTEM  
 CONTRACT TITLE: SOLAR POWERED ELECTRICAL SYSTEM

**UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK**

ITEM NO.	APPROX QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1001	20	EACH	Supply Solar Powered Electrical System – 16 Watts		
1002	20	EACH	Supply Solar Powered Electrical System – 26 Watts		
1003	20	EACH	Supply Solar Powered Electrical System – 34 Watts		
2001	2	EACH	Solar Powered Electrical System Installation Training Program		
3001	2	EACH	Operations Training Program		
4001	2	EACH	Maintenance and Replacement Training Program		
5001	1	EA HOUR	Technical Assistance and Support		
<b>BID TOTAL</b>					<b>\$</b>

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

**DELIVERY AFTER RECEIPT OF ORDER**

Stock Items \_\_\_\_\_ days ARO

Non-Stock Items \_\_\_\_\_ days ARO

DISCOUNT OFF OF MANUFACTURERS LIST PRICE OF PARTS: \_\_\_\_\_%





**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

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

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



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202

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

Email: [osd@state.de.us](mailto:osd@state.de.us)

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