



**REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES**



RFP Number: **1880**

MOBILE WEATHER SENSORS

Submission Due Date/Time: **Tuesday January 30, 2017 at 2:00 P.M. Local Time**

Three (3) year term with two (2) possible one-year extensions.

Agreement Type: Project Specific

One (1) agreement may be awarded from this solicitation.

The resulting agreement will be State & Federal funded

29 Del.C. §6981, §6982(b) and 2 CFR part 200

PROJECT INFORMATION

This Request for Proposal (RFP) issued by the Delaware Department of Transportation is for the purpose of acquiring Proposals from qualified firms to provide Mobile Weather Sensor (MWS) devices, communication systems, software system and miscellaneous equipment to provide MWS, communication, training and warranty support.

PROJECT DESCRIPTION

The Department requires a qualified contractor capable of providing Mobile Weather Sensor (MWS) devices, communication systems, software system and miscellaneous equipment to provide MWS, communication, training and warranty support. The MWS will allow the Department to monitor ambient and roadway weather conditions from devices mounted on Department-owned vehicles. The MWS is a component of the statewide Integrated Transportation Management System (ITMS) initiative undertaken to provide for the safe and efficient management of the transportation system in Delaware.

QUESTIONS

Questions are to be submitted to DOT.Profservices@state.de.us. In order to ensure a timely response, questions must be submitted according to the Procurement Schedule. The Department's response to questions, along with this RFP and related information, are posted on the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>.

AGENCY USE CONTRACT

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

PROCUREMENT SCHEDULE

Action Item	Date	Time
Deadline for Questions to ensure response:	Seven (7) business days prior to the proposal due date	2:00 P.M. Local Time
Final Response to Questions posted by:	Five (5) business days prior to the proposal due date	2:00 P.M. Local Time
Proposals Due prior to:*	Tuesday, January 30, 2018	2:00 P.M. Local Time

NOTE: Only asterisk (*) marked date changes will be communicated (via posted Addendums).

TECHNICAL SPECIFICATIONS

1. Project Description:

The MWS will make available to the Department the flexibility to monitor ambient and roadway weather conditions from devices to be mounted on Department-owned vehicles. The MWS system supplied requires a turnkey device and software integration in the Department's Transportation Management Center (TMC), which will utilize a Contractor-hosted solution to collect and archive MWS data, which will be available for viewing and download at the TMC. This data will be utilized to support a United States Department of Transportation pilot project for Mobile Weather Enabled Connected Vehicle Applications that is being led by the Department.

This work involves supplying MWS equipment and services according to the Department's requirements. MWS information will be monitored from the Department's TMC located in Smyrna, Delaware, utilizing the Contractor-supplied MWS equipment and software. In addition, the Contractor must provide the required spare parts, as well as training in the operations and maintenance of the MWS devices and software in order to ensure operability. The Contractor must provide hosting services for MWS software and MWS data throughout the length of this agreement.

The submitted proposals must include the fabrication, shipping, installation, acceptance testing, training, and software services based on an estimated ten (10) MWS devices.

Various requirements and responsibilities within the context of this project shall be assumed by the Department and the Contractor as specified herein. All acceptance testing, testing documentation, development, and activities shall be performed by the Contractor, subject to witnessing by the Department's Representative. All operational, maintenance and replacement technique training must be provided by the Contractor.

2. Quantities

Depending on fund availability, the Department reserves the right to increase or decrease the quantities of the items specified in this contract. Such additions or deletions shall not be cause for an increase or decrease in any contract unit bid price.

2.1 Shop Drawings, Cut Sheets, etc.

Contractor is to provide all material shop drawings, specifications, cut sheets, wiring diagrams, user manuals and other documentation to demonstrate conformance to the Technical Specifications contained herein.

2.2 Delivery

All MWS shall be ordered by Purchase Order, receipt of which shall be promptly acknowledged in writing by the Contractor.

Receipt of the first type of MWS ordered must be within 30 days after issuance of the Department's purchase order. Following the successful testing, delivery, inspection and acceptance for the first of each type of MWS ordered, each additional item(s) and/or components must be delivered to the Department within ninety (90) days from the date of the individual purchase order. The Contractor must notify the Department of delivery at least three (3) days prior to the expected delivery date.

Failure of the Contractor to provide proper delivery notification as specified herein may result in lengthy delay. Any and all expenses incurred because of delays where proper delivery notification was not provided are the responsibility of the Contractor.

Delivery of all MWSs and all required documentation shall be made to the following facility, or as indicated in the individual Purchase Orders:

Delaware Department of Transportation
Transportation Management Center
169 Brick Store Landing Road
Smyrna, DE 19977
ATTN: Gene Donaldson

No MWS units shall be accepted for delivery by the Department without a Certificate of Origin and the proper invoicing materials.

2.3 Extension of Delivery Time

The Department will only consider an extension of the delivery time specified under the terms of this Contract in cases where labor strikes or natural disasters shall prevent the required fulfillment of the Contract. Evidence of such delays must be submitted for consideration. Knowledge of existing or pending strikes can be taken into consideration in awarding the Contract.

2.4 Reliability and Operational Stability

The Contractor shall furnish all necessary equipment and is to be inclusive of all parts and components necessary described in the Technical Specifications to be a completely operational MWS, unless stated otherwise in these specifications. Compliance with the Technical Specifications pertaining to individual elements of the MWS does not in itself constitute compliance with the reliability and long-term operational stability of the complete MWS.

2.5 Hardware and Software

All hardware furnished by the Contractor must be new and of recent manufacture; no used or refurbished hardware is allowed. Furthermore, firmware and software must be tested and in working order; neither prototype firmware nor software will be permitted.

The Contractor shall register with the manufacturer(s) all equipment, firmware, and software in the name of the Department. Electronic copies of the registration forms shall be forwarded to the Department.

The Contractor shall store and handle all materials and equipment in a clean, dry location, free of construction dust, precipitation and excess moisture in such a manner as not to degrade quality, serviceability, or appearance. This storage environment shall be adhered to but not limited to delivery holding areas and assembly areas.

2.6 Materials and Fabrication

All equipment and component parts furnished shall be new, be of the latest design, and be of recent manufacture and in operable condition at the time of delivery. No part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

All materials for the MWS shall be new, corrosion resistant, and unaffected by water spray (including high pressure washing equipment used for cleaning the housing unit), salt, oil, gasoline, and all other contaminants in the quantities normally found along the edge of the roadway. The MWS construction, materials, and operations shall conform to all National Electric Code (NEC) and National Fire Protection Association (NFPA) standards.

All electronic equipment shall be of solid-state design and modular construction. Individual electronic modules shall provide easy service access and shall be field replaceable. The design shall be such as to prevent incorrect assembly or installation of connectors, fasteners, etc., where possible malfunction or personnel hazards might occur. Each item of equipment shall be designed to protect personnel from exposure to high voltage during equipment operation, adjustments and maintenance.

The MWS and all associated control and electronics equipment, and enclosures shall be designed for outdoor installation. All environmental testing shall be successfully performed prior to delivery of the MWS and/or associated equipment. If requested by the Department, the Contractor shall supply manufacturer and/or third party certification for equipment.

All electrical materials and equipment used for which there are established Underwriters Laboratories (UL) and Electrical Testing Laboratories (ETL) standards shall bear the UL and ETL labels.

2.7 Regulations and Codes

All electrical equipment shall conform to the standards of National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESCC), National Fire Protection Agency (NFPA), Federal Communications Commission (FCC), National Television Standards Committee (NTSC), Moving Picture Experts Group (MPEG), 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 National Electrical Code (NEC) 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.

2.8 Quality Assurance

The Contractor shall develop a Quality Control Program and submit it to the Department for review and approval within twenty (20) working days after the issuance of the Notice to Proceed. The Contractor shall be required to resubmit a Quality Control Program that has been rejected by the Department within seven (7) calendar days for approval, unless otherwise noted. The Contractor shall follow the approved Quality Control Program for the duration of the Contract. The Contractor shall not deliver any equipment prior to the approval of the Quality Control Program. At a minimum, the Quality Control Program must include:

1. The Project Manager and Technical Lead, along with any other key staff;
2. A description of the manufacturing facility and process used to ensure delivery of equipment consistent with this Contract and the Technical Specifications;
3. Standard delivery time following receipt of a Purchase Order from the Department.

2.9 Modifications to Submitted Equipment

The Contractor shall provide updated design documentation for any MWS or component that has changed from what was originally submitted in the response to the RFP for Department review and approval prior to delivery. The Contractor shall provide an advanced warning, in writing, if modifications to a particular MWS or component require different spare parts.

2.10 User Manuals and System Administrator Documentation

The Contractor shall provide operator user manuals sufficient to describe how the system can be deployed, operated, and maintained.

The Contractor shall provide manuals for the system administrator sufficient to describe how the system can be administered, including setup, installation, configuration, testing, and maintenance.

2.11 Warranty

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

The Contractor shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the MWS is delivered to do whatever is required to comply with the manufacturer's warranty without cost to the Department. When warranty work is required, the Department shall notify the Contractor and/or their designated maintenance facility/provider. Upon notification that warranty work is required, the Contractor shall be required to respond either by telephone, email, or in person within five (5) business days after notification by the Department. If the Department and the vendor determine that an on-site visit is necessary, the Contractor shall provide the necessary labor force (technicians) within five (5) working days after notification by the Department to perform the necessary repairs. If the provision of replacement parts is required to perform the repair work, affecting the five (5) day response time, the Contractor is to immediately notify the Department and provide a corresponding timetable. The Contractor shall bear the cost of transporting materials and equipment to/from the work site as well as all labor required to make the repair. All replacement parts shall be newly manufactured and provide a direct replacement for the existing component to be replaced.

During the warranty period, the Contractor is also responsible for providing the software and/or firmware upgrades to provided equipment.

Within the three (3) year warranty period, the Department reserves the right to require the replacement of the whole MWS at no additional cost under the following circumstances:

1. If one particular component fails more than three (3) times on the same device within a period of six (6) months.
2. If two or more different components fail more than a combined number of four (4) times on the same device within a period of six (6) months.

The Department shall have the right to request an extension of the warranty beyond the initial three (3) year period for one or more MWS device(s). This additional warranty can be negotiated and shall be agreed upon between both the Department and the Contractor. Payment for this item will be made under an individual task agreement, procured under a Maintenance and Material Purchase Order Contract.

3. ITEM 1001 - Spare Parts

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

The spare parts must be provided as a complete assembly with all items necessary for replacement. The spare part replacement should not require any uncommon tools; however, if uncommon tools are necessary, they must be provided along with the spare part components.

The Contractor will be required to provide spare parts to the Department within fifteen (15) working days after receipt of an approved purchase order throughout the duration of the Contract, including any contract extensions.

For the duration of the Contract, if the Contractor or Manufacturer discontinues or improves upon any spare part or equipment, the Contractor must submit an updated spare parts list to the Department, including the list price for each item.

4. ITEM 2001 - Training

The Contractor shall submit a system training plan to the Department within thirty (30) days of Notice to Proceed. Once the training plan is approved, the Contractor shall use it to provide formal system training for up to fifteen (15) Department staff, on site at the Department's chosen location. The Department will be responsible for scheduling training activities and identifying staff to be trained. This work is to provide the Department's personnel and/or representatives with operations, maintenance, replacement techniques, and support training program including courseware, material, and services for the entire MWS. The Contractor shall provide copies of all training materials for each person being trained.

The Department may review and respond in writing on all submitted training plans within fifteen (15) days from submission. The Contractor is required to resubmit training plans rejected by the Department within fifteen (15) days from the return of the original submittal unless otherwise noted. The Contractor shall clearly note any changes, deviations, or other modifications on the resubmittal.

The Contractor shall provide training on the proper installation, assembly, testing, disassembly, uninstallation, transportation, handling, operation, maintenance, support, replacement, and safety of the operations for the complete MWS.

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

The Contractor shall be responsible for updating all training materials if the MWS has been upgraded or modified in any way during the duration of the Contract.

4.1 Maintenance Training Requirements

The purpose of this training is to provide Department employees and representatives a training course in the operation, circuit description, preventative maintenance procedures, troubleshooting, field adjustments, and/or calibration of the sensors and repair/replacement of MWS equipment. At a minimum, Maintenance Training shall include the following:

1. Review of basic system configuration and operation
2. Review of preventative maintenance procedures
3. Review of system and software troubleshooting procedures
4. Replacement of component parts
5. Theory of operation, circuit description
6. Calibration, alignment, and adjustment procedures for all equipment
7. Wiring diagrams
8. Complete schematics and sub-component parts listing

4.2 Operation Training Requirements

The purpose of this training is to provide Department employees and representatives a training course in the day-to-day operation of the MWS and its capabilities. At a minimum, Operation Training shall include the following:

1. MWS handling/transporting
2. MWS installation
3. MWS assembly
4. MWS calibration
5. MWS testing
6. MWS disassembly
7. MWS un-installation
8. MWS sensors and cameras
9. MWS housing and attachments
10. MWS power supply
11. MWS communications
12. MWS software and firmware
13. Safety procedures
14. Basic operational procedures
15. System and software troubleshooting
16. MWS software data and archiving
17. MWS software reporting

5. ITEM 3001 - Technical Assistance

The Contractor shall provide manufacturer-authorized service center staff to provide technical assistance and telephone support as-needed during normal business hours. Provide a phone number that can be contacted for this purpose.

In the event technical assistance is needed, the Contractor shall make available a vendor-certified technical resource within 48 hours from the Department placing a call. Technical assistance shall include the installation, assembly, testing, disassembly, un-installation, operation, maintenance, and replacement of MWS's. Technical assistance must be provided during the entire duration of the Contract, including any extensions. Technical resources shall be knowledgeable in the following at a minimum:

1. MWS devices and individual sensor and camera components
2. MWS software
3. MWS reporting
4. MWS installation and maintenance
5. MWS communications
6. MWS power supply

5.1 Measurement and Payment

Payment for Technical Assistance will be provided in equal monthly installments for the duration of the contract. Each month, the contractor will be paid 1/36th of the overall item bid price.

6. ITEM 4001 - Mobile Weather Sensor (MWS)

The Department is seeking to procure a number of mobile roadway weather information system (MWS) devices. MWS devices procured under this RFP are to be supplied, tested, installed and integrated into

Department-owned vehicles by the Contractor for use on remotely collecting and analyzing both atmospheric and roadway weather data as vehicles are traveling the road.

6.1 Materials:

General Material Requirements:

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

The MWS unit and all associated control and electronics equipment and control software may be furnished by different manufacturers, but the vendor must deliver MWS to DelDOT as completely assembled units.

MWS Device - Provide a sensor device with the ability to collect the following data at or greater to the specified collection range and accuracy:

- Atmospheric Temperature: -40° F to 140° F. Accuracy +/- 1.0° F at 32° F.
- Relative Humidity: 0-100%
- Roadway Surface Temperature: -40° F to 150° F. Accuracy +/- 1.5° F at 32° F.
- Roadway Surface Condition: dry, damp, wet, ice, snow/ice, chemical wet.
- Roadway Water Film Height: in micrometers
- Roadway Ice Percentage: 0-100% coverage
- Roadway Surface Friction: Smooth to Dry
- GPS location

Provide devices that can collect roadway and atmospheric data within the ranges and accuracies as specified above at vehicle speeds between 0 and 65 miles per hour.

MWS Communications - Provide a communications interface to transmit real-time MWS data from the MWS sensor to the MWS software. The cost of communications service fees, if any, is incidental to this item. Communications should be adequate to provide a real-time feed of MWS data and images taken from MWS cameras.

Mounting Hardware - Provide a mounting assembly that will safely allow MWS devices to be externally mounted on a variety of Department fleet vehicles (may include SUV, light truck, bus, or snow plow). Provide mounting hardware that will allow MWS device to be mounted and aimed within the manufacturer's specified height, and relative angle ranges. Provide mounting hardware that will keep MWS devices secure at vehicle speeds of up to 80 miles per hour.

Power Supply - Power input compatible with standard 12VDC wiring harness or inboard power supply. Provide all ancillary cabling and hardware required to fully install and integrate MWS devices within Department vehicles.

6.2 ITEM 4002 – Vehicle Installation:

Deliver fully assembled and integrated MWS to Department specified location. Coordinate with Department staff to install and fully integrate MWS devices into specified vehicles on-site. It is anticipated that the Contractor will need to travel to multiple sites within Delaware for the purposes of

installing MWS on Department owned vehicles. Install MWS devices such that the devices will operate within the manufacturer's specified height and relative angle ranges.

Testing - Prior to delivery, complete a Factory Acceptance Test for every MWS device being furnished. Prior to delivery of the first unit, provide for approval, a Factory Acceptance Testing Procedure and Checklist. Do not furnish any units prior to approval of the Testing Procedure and Checklist. All devices furnished must include a completed and signed copy of the Factory Acceptance Testing Checklist. Factory Acceptance Testing must include the following:

1. A verification of all performance requirements contained herein related to the MWS, power supply, communications equipment, and mounting assembly.
2. A verification of all performance elements contained within the Contractor's catalog cuts and shop drawings.

Final Acceptance Testing – Complete final acceptance testing for all MWS units installed in Department vehicles. Acceptance testing shall confirm the acceptable operation of all MWS sensor components within the Department vehicle as well as the integration of MWS data into the MWS software. Prior to delivery of the first unit, provide for approval, a Final Acceptance Testing Procedure and Checklist.

6.3 Documentation:

Provide the following documentation for each MWS Furnished:

1. All User and Assembly Manuals.
2. Maintenance Manuals and recommended maintenance procedures.
3. All furnished warranties and guarantees.
4. Verification of Completion of Factory Acceptance Test and Testing results for individual units being furnished.

6.4 Measurement and Payment:

The accepted unit pay quantities shall be paid for at the applicable Contract unit price. Payment shall be made on individual items after the items have been delivered and accepted by the Department, based on agreed upon individual unit prices.

7. ITEM 5001 – Software and Hosting Services

Provide MWS software that will allow for the display, analysis, and archiving of MWS data. MWS software shall be accessible to authorized users via a secure (SSL, HTTPS, or similar) web browser interface. MWS software shall have the ability to display both real time and archived MWS data in a tabular, graphical and map display. Provide a software platform that conforms to the State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions included in **Appendix B**, and Department computer hardware and network requirements.

The Contractor will be responsible for providing, supporting, and maintaining a hosted environment to operate the MWS software within an environment that meets industry practices for climate control, fire/hazard protection, electrical needs, redundancy and physical security. The contractor will procure all hardware, equipment and software required to host the MWS software. The contractor is responsible for ensuring adequate server capacity and internet bandwidth within the hosted environment. The contractor is responsible for ensuring that all MWS data being processed and stored through the hosted environment is secure.

The Contractor will be responsible for all data storage required to archive all MWS data collected during this contract. The Contractor must make MWS data available to the Department for download and direct integration to existing departmental systems via REST API or similar means at any time. The MWS software must have a backup solution to prevent the loss of data.

7.1 Measurement and Payment:

Payment for Software and Hosting Services will be provided in equal monthly installments for the duration of the contract. Each month, the contractor will be paid 1/36th of the overall item price. The Department will begin payment for Software Hosting Services upon completion of the Final Acceptance Testing for the first MWS device. All hosting costs incurred prior to this date are incidental to the overall contract. Maintenance of all hosting equipment and software is incidental to this item.

8. Information Technology Standards and Policies

Firms will be required to review and confirm they can adhere to the following:

- Adhere to all [State Standards](#);
- Delivery of a Final System and Architectural Design per [State Architectural Review Board standards](#), to include a Data Model/Data Dictionary for DelDOT approval;
- Adhere to the state's [Cloud and Offsite Hosting Policy](#);
- Development and Delivery of DelDOT System Interfaces as needed;
- Development and Delivery of necessary GIS Interfaces as needed;
- Delivery of a matrix (Quality Functional Deployment) to trace requirements to final system and software components;
- Delivery of a Software Bill of Material to be maintained if open source components are incorporated into the solution;

PROPOSAL REQUIREMENTS

Interested firms must submit the material required herein or they may not be considered for the project:

1. Proposals must be received prior to the Proposal due date and time indicated above.

Facsimile and E-mail responses to this RFP are not acceptable. No response hand-delivered or otherwise will be accepted after the above date and time. It is the responsibility of the submitter to ensure the Proposal is received on time. DelDOT's time is considered the official time for determining the cut-off for accepting submissions. To be considered for this agreement, firms must submit the Proposal as set forth herein. Any variation, including additions, may negatively impact the scoring.

Proposals are to be delivered to:

Contract Administration – RFP 1880
Delaware Department of Transportation
800 Bay Road
Dover, DE 19901

Should the office be closed at the time responses are due (such as an unexpected event or inclement weather) the submission due date shall be the following business day, at the time originally scheduled.

2. **Submit one (1) original and five (5) hard copies** of the Proposal. Receipt of insufficient copies or non-compliance with providing the requested information in the desired format, may negatively impact the scoring.
3. **Submit two (2) pdf format electronic copies** (e.g. CD, flash drive) of the Proposal; one original and one a redacted copy. The original must be a .pdf file of the original signed proposal as submitted and should be clearly marked "Original". The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly

marked as “Redacted”. Electronic copies are to be submitted with the printed Proposal. The electronic redacted copy is required even if the submission contains no proprietary or confidential information.

Firms should review Delaware’s Freedom of Information Regulations here; <http://regulations.delaware.gov/AdminCode/title8/1400.shtml#TopOfPage> to determine what information may be considered proprietary or confidential and may be redacted from their RFP.

4. **Submission of Proposal.** Proposers must provide a narrative describing their proposed solution, how it meets the requirements contained herein, and how the vendor anticipates meeting those requirements and should include the following information with designated formatting:
- A) A technical description as to how MWS data will be collected, transmitted, archived, reported, and accessed.
 - B) Example reports and a narrative description of how data is collected, processed, displayed, and archived.
 - C) A narrative description of the software hosting solution and how the Department will be able to access, display, and download MWS data and reports.
 - D) Submit at least three (3) references on at least three (3) different projects which were similar in nature this Project. Each of the three (3) projects must have been completed successfully in the past five (5) years or currently ongoing. Please submit the following information for each reference:
 - i. Client
 - ii. Client Contact
 - iii. Client Contact Telephone Number and Email
 - iv. Client Address
 - v. Project Description
 - vi. Date of Project Completion
 - E) Resumes for key contacts. At a minimum this must include the Proposer’s project manager and lead trainer.
 - F) Material shop drawings, specifications, cut sheets, wiring diagrams, user manuals and other documentation to demonstrate conformance to the technical specifications.
 - G) A narrative description discussing any requirements that cannot be met by the supplied equipment including description on how the materials being provided will meet or exceed the performance requirements contained within the technical specifications provided.
 - H) A copy of the standard Service Level Agreement (SLA) for review by the Department as part of the evaluation of the bid proposal. SLAs must meet all requirements of the State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions included in ‘**Appendix B**’. The SLA must include:
 - i. A description of the service uptime the proposer is committing to, methods for uptime reporting and verification as well as credits that will be returned to the Department in the event that uptime is not maintained to the committed standard.
 - ii. A description of the proposers approach for any maintenance involving downtime, including approach for engagement with the Department for approval of said outage.

5. Pricing Form

Submitting firms must complete and submit the Pricing form contained in **Appendix A**. Pricing information for each line of the Pricing form is below. Also review Sections 3 through 7 of the Technical Specifications.

A) Spare Parts – ITEM 1001

Submitting firms must submit a listing of recommended spare parts and individual item pricing for all MWS including all associated equipment, software, and other components that provide for a fully functional MWS. Enter the total price of all recommended spare parts on the Pricing form.

All spare parts must be identical to the installed components and enable the Department to readily replace defective components. The Department may review the suggested minimum stocked spare parts and cost estimates, and modify/negotiate the terms with the Contractor on those items.

Spare parts required are to be calculated on an estimated ten (10) purchased complete MWS. The Department will be responsible for the provision of all spare parts related to the individual vehicles being utilized to deploy MWS as well as the TMC components (refer to Technical Specifications section 3 for additional information regarding spare parts).

B) Training – ITEM 2001

Enter the total price for one training class in Smyrna, DE. Refer to Technical Specification Section 4 for further description of required training. Price is to include development and reproduction of all training materials to accommodate the number of trainees as specified. Price is also inclusive of man hours and travel expenses incurred by the Contractor to provide on-site training as specified.

C) Technical Assistance – ITEM 3001

Enter the total price for three (3) years of Technical Assistance telephone support. Refer to Technical Specifications Section 5 for further information.

D) Mobile Weather Sensor (MWS) – ITEM 4001

Enter the total price for one MWS as described in Technical Specification Section 6 and 6.1.

E) Vehicle Installation – ITEM 4002

Enter the total price for one MWS installed in a Department vehicle in Dover, DE. Price is to include delivery, pre-testing, installation, final acceptance testing, and documentation. Refer to Technical Specification Section 6.2 and 6.3 for further information.

F) Software and Hosting Services – ITEM 5001

Enter the total price for hardware, software, installation, and providing, supporting, and maintaining a hosted environment to operate the MWS software within a secure environment for a three year period. Refer to Technical Specification Section 7 and 7.1 for further information.

G) Total of Above Prices -

Add the total amounts for all items to calculate the Total Proposed Price. Proposers must include in the proposed prices, all cables and incidental items necessary for complete operation and integration of each MWS.

No qualifying letter or statements in the proposal or separate discounts will be considered in determining proposed prices.

6. **Joint venture** submissions will not be considered, however, a Proposer may include sub-contractors/subconsultants on their team.
7. **DelDOT reserves the right to reject** any and all submissions. Submissions become property of the Department and shall be retained electronically for a minimum period of three (3) years from the date of receipt. DelDOT reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.
8. **Required Forms.** All firms responding to the RFP must complete and return the forms located in ‘**Appendix A**’ of this document with their proposal.

RATING CRITERIA

#	Criteria Description:	Weight
1.	Firm’s experience on similar projects	20%
2.	Firm’s resources and capability to accomplish proposed work on schedule	20%
3.	MWS equipment	15%
4.	Key Staff and Project Team qualifications	10%
5.	Technical Approach	10%
6.	MWS software, software services, hosting service	10%
7.	Cost	10%
8.	Training programs	5%
TOTAL :		100%

OVERVIEW OF SELECTION PROCESS

This is a project specific agreement where the services as described in this RFP will be provided over the life of the project.

- This is a single phase solicitation process with the availability for discussions with the most highly qualified firms. Based upon the listed criteria and evaluation of each firm’s submitted proposal, the Selection Committee may decide if discussions will be held with the most highly qualified consultants. If discussions are held, they will serve to clarify the technical approach, qualifications, and capabilities provided in response to the RFP, after which the committee will determine the ranking of the firms.
- Selection Committee members will individually score each firm’s submitted proposal which determines individual ranking. The Department’s ranking is the combined ranking of all Committee members. The awarded firm will have the opportunity to negotiate an agreement with the Department. If the Department cannot reach agreement with the highest ranked firm, the Department terminates negotiations and begins negotiations with the next highest ranked firm, and so on until an agreement is reached. The Department notifies via email the awarded firm of the opportunity to enter into an agreement with the Department. This notification also includes information on the next steps for the agreement process.
- Selection Committee membership appointments are confidential. The Department’s Professional Services Procurement Manual may be viewed [here](#).
- The Selected Proposer is to work with the Department on providing a system architecture diagram prior to execution of a contract.

TERMS AND CONDITIONS

1. **Contract Term** - This contract shall be for a period of three (3) years from the date of Notice to Proceed with the option to extend the term of the Contract for up to two (2) additional one (1) year periods. The extensions should be approved by both parties in writing at least thirty (30) days prior to the expiration of the executed Contract.
2. **Exempt from Taxes** - Articles covered by the proposal are exempt from all applicable Federal and State Taxes. If any are applicable, such taxes shall not be included in the prices quoted. Necessary or applicable tax exemption forms shall accompany each invoice.
3. **Record Retention** - The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Department, the Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. **Audit And Inspection Of Records** - The Contractor agrees to provide the Delaware Department of Transportation (Department), the FHWA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

5. **Contract Termination** -

a) Termination for Convenience

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

b) Termination for Default

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

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

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

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

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

6. Title VI Compliance - During the performance of any Contract entered into pursuant to these specifications, the Contractor, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations Part 21, as they may be amended from time to time which are incorporated by reference and made a part of this contract.
7. Encouraging Contractor Policies To Ban Text Messaging While Driving – Refer to the following link;
https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1188603
8. Combating Trafficking In Persons – Refer to the following link
https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848
9. The Department is not liable for any cost incurred by the consultant in the preparation or presentation of the Proposal.
10. Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subconsultants currently debarred or suspended is ineligible to participate as a candidate for this process. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

11 Insurance

Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

- 11.1 The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- 11.2 During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability, \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry the following depending on the scope of work being delivered.
 - i. Product Liability, \$1,000,000 per occurrence/\$3,000,000 aggregate
 - c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
 - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
 - ii. Automotive Property Damage (to others) - \$25,000
 1. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
 2. The State of Delaware shall not be named as an additional insured.

- 12 Contract Documents - The RFP, the purchase order, the executed contract and any supplemental documents between the Department and the successful vendor shall constitute the contract between the Department and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of

documents governs so that the former prevails over the latter: contract, RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the Department and the vendor.

- 13 Applicable Law - The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.
- 14 Prior to the execution of an award document, the successful Vendor shall either furnish proof of State of Delaware Business Licensure or initiate the process of application where required.
- 15 Department's Right to Reject Proposals - The Department reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the Department's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Department may deem necessary in the best interest of the State of Delaware.
- 16 State's Right to Cancel Solicitation - The Department reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Department makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.
- 17 The Department of Transportation will affirmatively insure individuals and businesses will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration for an award. Minority business enterprises will be afforded full opportunity to submit bids/proposals in response to this invitation.

Department of Transportation

State of Delaware

By: Jennifer Cohan

Secretary

Dover, DE

Appendix A - REQUIRED FORMS

The following completed forms are required to be returned with each proposal:

- Certification of Eligibility
- Certificate Of Non-Collusion
- Certification Of Primary Participant Regarding Debarment
- Certification Of Restrictions On Lobbying
- Pricing Form

CERTIFICATION OF ELIGIBILITY

Delaware Department of Transportation

Request for Proposal 1880 – Mobile Weather Sensors

We have read Request for Proposal number 1880 and fully understand the intent of the RFP as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

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

_____ Signature of the Bidder or Offeror’s Authorized Official

_____ Name and Title of the Bidder or Offeror’s Authorized Official

_____ Date

Sworn and subscribed before me this _____ day of _____, 20__

Notary Public

My commission expires: _____ / _____ / 20____
Month Day Year

CERTIFICATE OF NON-COLLUSION

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

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

_____ Signature of the Offeror's Authorized Official

_____ Name and Title of the Offeror's Authorized Official

_____ Date

Sworn and subscribed before me this _____ day of _____, 20__

Notary Public

My commission expires: _____ / _____ / 20__
Month Day Year

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

The Primary Participant, _____ certifies to the best of its knowledge and belief, that it and its principals:

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

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Primary Participant, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq., are applicable thereto.

_____ Signature of the Offeror's Authorized Official

_____ Name and Title of the Offeror's Authorized Official

_____ Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).

- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

_____ Signature of the Offeror's Authorized Official

_____ Name and Title of the Offeror's Authorized Official

_____ Date

STATE OF DELAWARE
 Department of Transportation
 RFP 1880 Mobile Weather Sensors

PROPOSING FIRM NAME: _____

PRICING FORM

ALL FIGURES MUST BE TYPEWRITTEN OR LEGIBLY HANDWRITTEN IN INK

ITEM NO.	UOM	Item Description	TOTAL PRICE
1001	LS	SPARE PARTS <i>Submit list per Technical Specifications Section 3, enter total price of all spare parts</i>	\$ _____

ITEM NO.	UOM	Item Description	PRICE PER CLASS
2001	EA	TRAINING <i>see Technical Specifications Section 4</i>	\$ _____

ITEM NO.	UOM	Item Description	36 MONTH PRICE
3001	LS	TECHNICAL ASSISTANCE <i>see Technical Specifications Section 5</i>	\$ _____

ITEM NO.	UOM	Item Description	PRICE
4001	EA	MOBILE WEATHER SENSOR (MWS) <i>see Technical Specifications Section 6 and 6.1</i>	\$ _____

ITEM NO.	UOM	Item Description	PRICE
4002	EA	VEHICLE INSTALLATION <i>see Technical Specifications Section 6.2 and 6.3</i>	\$ _____

ITEM NO.	UOM	Item Description	36 MONTH PRICE
5001	LS	SOFTWARE AND HOSTING SERVICES <i>see Technical Specifications Section 7</i>	\$ _____

TOTAL OF ABOVE PRICES: \$ _____