

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION



**State of Delaware
Department of Transportation**

SOLAR POWERED ELECTRICAL SYSTEMS

Request For Proposals

Contract No. 1906-1908 SOLAR_ELEC

***Deadline for Submittal:
Tuesday, October 2, 2018
Prior to: 2:00 PM (Local Time)***

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time on the above date.

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ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSALS" for supply, integration, testing and warranty of Solar Powered Electrical Systems, including but not limited to solar array panels, batteries, controllers/regulators, and cabinets. The proposal consists of the following:

- I. [Introduction](#)
- II. [Scope](#)
- III. [Proposal Preparation & Submittal](#)
- IV. [Proposal Evaluation](#)
- V. [Award and Execution of Contract\(s\)](#)
- VI. [General Terms and Conditions](#)
- VII. [Definitions](#) and [General Provisions](#)
- VIII. Attachments
 - a. [Attachment 1 – Monthly Usage Report](#)
 - b. [Attachment 2– Subcontracting \(2nd tier spend\) Report](#)
 - c. [Attachment 3 - Office of Supplier Diversity Certification Application](#)
- IX. Required Forms:
 - a. [FORM 1 – Business References](#)
 - b. [FORM 2 – Subcontractor Information Form](#)
 - c. [FORM 3 – Confidentiality and Proprietary Information](#)
 - d. [FORM 4 – Non-Collusion Statement](#)

[Appendix A – Special Provisions and Technical Specifications](#)

[Appendix B – Pricing Form](#) (**MUST be completed and submitted with the proposal**)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by the date and time specified in Section I.B.

Proposals must be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
Administration Building
800 Bay Road, Dover, DE 19901
ATTN: Contract Administration DOT1906-1908**

Please review and follow the information and instructions contained in this Request for Proposals (RFP).

QUESTIONS are to be submitted via e-mail to dot.profservices@state.de.us

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I. INTRODUCTION

A. PURPOSE

The purpose of this RFP is to obtain sealed proposals from qualified vendors capable of supplying all components to create 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, testing, 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. These Systems are one component of the statewide Integrated Transportation Management System (ITMS) initiative to provide for the safe and efficient management of the transportation system.

Systems 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.

Selected Vendor(s) will be required to provide one copy of the manufacturer'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.

All materials are to be supplied by the selected Vendor(s) and installed by DelDOT forces.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by the Delaware Department of Transportation, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. DelDOT 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.

3. CONTRACT PERIOD

Each Vendor's contract shall be valid for a three (3) year period from contract execution. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and DelDOT. Negotiation should be initiated no later than ninety (90) days prior to the termination of the current contract.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

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B. PROCUREMENT SCHEDULE

Activity	Due Date
Deadline for Questions to ensure response:	10 business days prior to the proposal due date
Final Response to Questions posted by:	5 business days prior to the proposal due date
Proposals Due No Later Than:*	Tuesday, October 2, 2018 2:00 P.M. Local Time

***Only the vendor's name and address will be read aloud during the bid opening process.**

1. ADDENDA TO THE REQUEST FOR PROPOSALS (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at www.bids.delaware.gov. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the RFP.

C. INQUIRIES and QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this RFP.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by the date indicated in Section I.B. All questions and answers will be posted on the State of Delaware Bid Solicitation Directory (www.bids.delaware.gov). All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

1. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to DelDOT via e-mail. Address all communications to the contact listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

E-mail address: dot.profservices@state.de.us

2. CONTACT WITH STATE EMPLOYEES

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing other business.

3. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) business days before the proposal opening. This will allow issuance

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of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) business days prior to the time set for opening of the proposals.

II. SCOPE

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials, and labor to meet the State of Delaware's need for the fully operational Solar Powered Electrical Systems as described herein.

The contract will require the Vendor(s) to cooperate with the ordering agency to ensure the State receives the most current state-of-the-art material and/or services.

The Department estimates a total of 96 units will be required over the initial three year term, including new units and stock/replacement units. The Department reserves the right to increase or decrease the quantities of the items specified in this RFP. Such additions or deletions shall not be cause for an increase or decrease in any unit bid price.

B. TECHNICAL REQUIREMENTS

The technical requirements of this RFP are stated in ***Appendix A, Special Provisions and Technical Specifications***.

Appendix A; Appendix B; this RFP; any addenda thereto; the Vendor's Proposal; and the resulting agreement shall govern the work to be performed.

III. PROPOSAL PREPARATION & SUBMITTAL

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this section, using the format prescribed for each component. A proposal may be rejected if it is deemed by DeIDOT to be incomplete or conditional.

The forms required by this solicitation shall be considered mandatory. Vendors' proposal must respond to each requirement outlined in order to be considered responsive.

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

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

The response should contain the following minimum information presented in the format below:

A. COVER LETTER

The cover letter must be written on the firm's letterhead and must include the RFP number, firm's name and mailing address, the contact person, title, contact person's telephone number, fax, and email. The cover letter will serve as a letter of introduction to the firm's team and shall be signed by a person authorized to sign on behalf of and bind the firm to statements made in the proposal.

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B. TABLE OF CONTENTS

Limited to one (1) page, single sided.

C. LETTER OF INTEREST

Limited to four (4) pages on two (2) sheets of paper. The Letter of Interest must include the following:

- 1) An understanding of the anticipated assignments, services required, and approach to providing the services required.
- 2) Identify the firm's Project Manager and what office location they will be working from.
- 3) The location and description of the firm.
- 4) Sub-contractor usage if anticipated and define subcontractors' functions.
- 5) List any employees that may work on this contract who were formerly employed by DeIDOT within the previous two (2) years.

D. TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

Vendors must provide a detailed narrative of their proposed solution which addresses the Special Provisions and Technical Specifications identified in the RFP.

E. SYSTEM DESIGN SUBMISSION

- 1) Submit the solar power and battery back-up design.
- 2) Include any Proposed Solution which addresses the Special Provisions and Technical Specifications identified in the RFP.

F. WARRANTY

The Vendor must submit a narrative describing the Warranty period. At a minimum this should include the length, terms and conditions of the warranty period to meet the needs in this RFP. The Warranty must also include a narrative describing the level of support that will be available during the Warranty period. This level of support shall be equal to or greater than the support required during the maintenance period as described below. The narrative must describe any differences between the warranty period and the first year of support services.

G. TECHNICAL SUPPORT SERVICES

The Vendor must submit a comprehensive proposal for post-award support services for a period of five (5) years. Describe their ability to provide Technical Assistance and Support for the Solar Powered Electrical System outlined within this RFP including availability of on-site technical support statewide and telephone support.

H. CATALOG PARTS LIST

- 1) The Vendor must submit a price list for all parts for the Solar Powered Electrical System and/or associated components, or specify a percentage discount from catalog list prices for all catalog parts.
- 2) Firms shall submit all suggested minimum stocked catalog parts as described within this RFP and the Special Provisions and Technical Specifications.

I. ADDITIONAL INFORMATION

Limited to one (1) sheet of paper, double-sided.

J. JOINT VENTURE submissions will not be considered.

K. 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. DeIDOT 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.

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No promotional materials or brochures are to be included as part of the submission.

If applicable, include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP. Vendors are encouraged to review the rating criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each rating criteria identified.

L. BUSINESS REFERENCES FORM

FORM 1 must be submitted with the Vendor's proposal. Include a list of at least three (3) business references and descriptions of the work performed for projects of comparable scope and scale, utilizing FORM 1, Business References.

M. SUBCONTRACTORS FORM

FORM 2 must be submitted with the Vendor's proposal. Subcontracting is permitted under this RFP and contract. Complete FORM 2 for each of the three subcontractors anticipated to provide the largest amount of work under this contract. Once a vendor(s) is awarded this contract, all subcontractors shall be identified and agreed to in writing by the Agency prior to the performance of any work on the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

N. CONFIDENTIALITY FORM

FORM 3 must be submitted with the Vendor's proposal. Vendors must check the box on FORM 3 indicating that they are not providing any information they declare to be confidential or proprietary, or use this form to list what information is confidential or proprietary. Information the Vendor believes is Confidential or Proprietary must be handled as described in *Section VI. General Terms and Conditions* paragraph F.

O. NON-COLLUSION STATEMENT

FORM 4 must be submitted with the Vendor's proposal. Complete and submit with the proposal the Non-Collusion Statement.

P. PRICING FORM, APPENDIX B.

Vendors must submit pricing for the items listed in **Appendix B, Pricing**. Prices quoted in the proposal shall remain valid for contracting for at least six (6) months from the proposal opening. DelDOT reserves the right to ask for an extension of time if needed.

Items 1001, 1002, 1003, and 2001 comprise the base price. Item 3001, Catalog Parts List, shall be provided at no charge and must be submitted along with the firm's response.

Q. NUMBER OF PROPOSAL COPIES SUBMITTED

To be considered, all proposals must be submitted in writing on paper and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal and required documents must be submitted with **six (6) sets of paper copies and one (1) electronic copy** on CD or DVD media disk. One of the paper copies shall be marked "Original" and must contain original signatures in all locations requiring a vendor signature. The remaining copies may contain photocopied signatures.

R. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded or hand delivered must be

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delivered to the applicable address stated below. All bids must clearly display the contract number on the envelope. Proposals are to be delivered to:

**State Of Delaware
Department Of Transportation
Administration Building
800 Bay Road, Dover, DE 19901
ATTN: Contract Administration DOT1906-1908**

All proposals must be received prior to the date, time and place set in the RFP. DeIDOT's time is considered the official time for determining the cut-off for accepting submissions. Proposals received after the time set for public opening will be returned unopened. Facsimile and E-mail responses to this RFP are not acceptable. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon submission of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

Should the above 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.

S. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the time and date specified as the deadline for submission of proposals.

T. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such request is made prior to the scheduled opening of the proposal.

U. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor 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 any Special Provisions in the RFP and its appendices. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

V. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

W. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified in Section I.B. of this RFP. Vendors or their authorized representatives are invited to be present. Only the vendor's name and address will be read aloud during the bid opening process.

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IV. PROPOSAL EVALUATION

A. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the State of Delaware. The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the selection review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria: Proposals that serve the best interest of the State.
- DeIDOT 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.

B. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time noted upon receipt.

C. NON-CONFORMING PROPOSALS

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

D. STATE’S RIGHT TO REJECT PROPOSALS

DeIDOT reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, or award by types, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

E. DISQUALIFICATION OF VENDORS

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

1. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
2. Evidence of collusion among vendors.
3. Unsatisfactory performance record as evidenced by past experience with the State of Delaware.

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4. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
5. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
6. 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.
7. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

F. REFERENCES

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

G. RATING CRITERIA

#	Criteria Description:	Weight
1	Vendor Pricing	20 %
2	Firm's resources and capability to accomplish proposed work on schedule	20 %
3	Ability to provide the product that meets the special provisions and technical specifications	20 %
4	Compliance to industry and State system design standards	20 %
5	Warranty and Technical Support	20 %
TOTAL :		100%

V. AWARD AND EXECUTION OF CONTRACT(S)

A. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek 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.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

DelDOT shall award this contract to the most responsible and responsive vendor(s) who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for one or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing.
3. Responsibility of vendors -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
 - b. The vendor's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the vendor is qualified legally to contract with the State; and
 - e. Whether the vendor supplied all necessary information concerning its responsibility.

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4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor 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.

D. AWARD OF CONTRACT(S)

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected. DelDOT reserves the right to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The Selection Committee will score each firm's submitted proposal which determines individual ranking.

E. EXECUTION OF CONTRACT(S)

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

F. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with DelDOT acting for all participating governmental entities.

G. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this contract shall not be effective, and no party shall be bound by the terms of this contract, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project (Task) or order.

H. REQUIREMENTS OF THE VENDOR

The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. The documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with DelDOT.

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

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

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

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I. SHIPPING TERMS

FOB Destination, freight prepaid.

J. PRICES

Prices and/or rates shall remain firm for the initial three (3) year term of the contract, unless further negotiations are deemed necessary by the State.

K. PRICE ADJUSTMENT

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 an agreement is reached to extend this contract beyond the initial three (3) year period, DeIDOT shall have the option of offering a determined price adjustment that shall not exceed the Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City 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.

L. MANDATORY INSURANCE REQUIREMENTS

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

1. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate;
2. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate;
3. 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 other,
4. The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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

State of Delaware
Department of Transportation
800 Bay Road, Dover, DE 19901
ATTN: Contract Administration

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

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

M. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with 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 or by telephone to the following number 302-577-8778, or through the Web at <https://revenue.delaware.gov/services/BusServices.shtml>.

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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.

N. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Provisions, Specifications, Request for Proposals, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any 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 and any supplemental issued thereto;
- Request for Proposals including attachments and appendices;
- Purchase Order;
- Vendor Proposal.

O. NO PRESS RELEASES OR PUBLIC DISCLOSURE

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

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

P. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, fax, or Notice to Proceed shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

Q. 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 where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

R. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

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S. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

State Of Delaware
Department Of Transportation
Administration Building
800 Bay Road, Dover, DE 19901
ATTN: Contract Administration DOT1906-1908

VI. GENERAL TERMS AND CONDITIONS

A. OR EQUAL (PRODUCTS BY NAME)

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

B. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. necessary for proper execution of the work and/or required by local, State or Federal laws, shall be provided by the Vendor at its own expense. Failure to do so shall not extend the contract time and the Vendor shall not be entitled to an increase in the contract amount therefore. DelDOT will provide access agreements from third party stakeholders to Vendor, and Vendor shall perform all work on third party stakeholder property(ies) or where Vendor must access third party stakeholder property(ies) in the performance of the work in strict accordance with the requirements of the access agreements.

C. SUBCONTRACTS

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP 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.

D. WARRANTY

The successful Vendor(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.

E. CONFIDENTIALITY

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

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once

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a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

F. PRICE NOT CONFIDENTIAL

Vendors shall be advised that as a publicly bid contract, no Vendor shall retain the right to declare their Total Proposal Price confidential.

G. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

H. 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.

I. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a

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commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

VII. DEFINITIONS AND GENERAL PROVISIONS

Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

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

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

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

RFP: Request for Proposals.

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 Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative. Vendor may also be referred to as contractor.

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B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP 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. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

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

3. LAWS TO BE OBSERVED

The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor 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, its employees, or by its subcontractors.

4. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

5. SEVERABILITY

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

6. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor 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 Vendor 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.

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7. 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 Vendor 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.

8. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

9. INVOICING

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

10. INDEPENDENT CONTRACTORS

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

11. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the

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forementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

12. ACA SAFE HARBOR

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

13. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

14. INDEMNIFICATION

- a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- b. **Proprietary Rights Indemnification:** Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

15. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. 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.

16. 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.

17. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

18. REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 1) shall be furnished no later than the 15th (or next business day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to email, with a copy going to the contract officer identified as your point of contact. Submitted reports

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shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 2.

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

19. ORDERING PROCEDURE

Successful vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

20. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number Enter Contract Number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

21. BILLING

The 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. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

22. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor.

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Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

23. PRODUCT SUBSTITUTION

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

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

24. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

25. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must offer products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency wherever available in addition to or as a substitute for non-ENERGY STAR products, in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

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:

[Environmentally Preferred Purchasing Policy](#)

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27. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

28. FAIR BACKGROUND CHECK PRACTICES

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

29. 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.

30. COOPERATIVE USE OF AWARD

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the awarding agency for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

31. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards.

32. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports

or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

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- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

33. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by DeIDOT.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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

- b. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

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34. CHANGES

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

35. INTEREST OF VENDOR

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

36. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

37. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

38. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

39. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

40. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or

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may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

41. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

42. 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.

43. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then contact

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the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

VIII. ATTACHMENTS

Please refer to Attachments 1 through 3 for the provided information.

IX. FORMS

Forms 1 through 4 must be completed and submitted as described with the proposal.

X. APPENDICES

This RFP contains the following appendices;

Appendix A – Special Provisions and Technical Specifications

Appendix B – Pricing Form (**MUST be completed and submitted with the proposal**)

Remainder of page intentionally left blank

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/certify.shtml>

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

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



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

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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Form 1

BUSINESS REFERENCES

Contract No. **1906-1908**

Contract Title: **Solar Powered Electrical Systems**

List a minimum of three business references, including the following information:

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Form 2

SUBCONTRACTOR INFORMATION FORM

Contract No. **1906-1908**
Contract Title: **Solar Powered Electrical Systems**

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. 1906-1908	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor

CONTRACT NO.: 1906-1908
TITLE: Solar Powered Electrical Systems

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Department of Transportation.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment F, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

COMPANY NAME (Check one)

Table with 2 columns: Selection box, Type (Corporation, Partnership, Individual)

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE TITLE

COMPANY ADDRESS

PHONE NUMBER FAX NUMBER

EMAIL ADDRESS

FEDERAL E.I. NUMBER STATE OF DELAWARE LICENSE NUMBER

Table for Certification type(s) with columns: COMPANY CLASSIFICATIONS/CERT. NO., Certification type(s), and Circle all that apply (Yes/No).

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO: (COMPANY NAME)

ADDRESS

CONTACT

PHONE NUMBER FAX NUMBER

EMAIL ADDRESS

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment? YES NO if yes, please explain

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

SWORN TO AND SUBSCRIBED BEFORE ME this day of, 20

Notary Public My commission expires

City of County of State of

SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

The Special Provisions and Technical Specifications define the Solar Powered Electrical System along with miscellaneous equipment including Catalog Parts; Warranties; Support; Plans; Specifications and Documentation for the Solar Powered Electrical System and associated equipment and items necessary for the successful furnishing of the System. Unless otherwise stated, these minimum requirements shall apply to all hardware and software components. Requirements applicable to a specific hardware component are described within this RFP.

1. Regulations and Codes

All electrical equipment shall conform to the standards of National Electrical Manufacturers Association (NEMA), National Electrical Safety Council (NESC), 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 proposal. All electrical conductors shall be copper.

2. Reference Publications

The publications listed below, of the issue in effect on the date of the proposal, 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.

- a) Delaware DOT's Standard Specifications, 2016
- b) National Electrical Code (NEC), 2017
- c) International Electrotechnical Commission (IEC): IEC 61215
- d) Underwriters Laboratories (UL)/ Underwriters Laboratories of Canada (cUL)
- e) International Standards Organization (ISO) 2002
- f) European Standards (EN): EN 6100-6-2:2005 (Immunity), EN-55022:1994(Emissions), EN-60335-2-29:2002 (Safety)

3. Department Responsibilities

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

- a) Providing a facility for pre-installation meeting, if needed.
- b) Providing a contact person and location address for delivery of the items.
- c) 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 selected firm(s) shall be responsible for replacement of the defective equipment, at no additional cost to the Department.
- d) Providing the communications equipment both at the TMC and at the system installation site in the field.

- e) Contacting the selected firm(s) in writing to schedule all on-site work related deliveries of the System and/or associated equipment. The selected firm(s) shall commence 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 System and/or associated equipment.

4. 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.

Solar power and battery back-up design calculations must allow for a minimum of 5 (five) Days of Autonomy (DOA) during the months of December through February.

- a) 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.
- b) The structural support devices (solar panel array mounting brackets) shall conform to the American Association of State Highway and Transportation Officials (AASHTO) LRFD Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, 1st Edition, with 2017 Interim Revisions (AASHTO LRFDLTS-1).

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

- a) Solar Powered Electrical System – 16 Watts
- b) Solar Powered Electrical System – 26 Watts
- c) Solar Powered Electrical System – 34 Watts

4.1 Solar Powered Electrical System Materials

The System shall be designed to operate continuously under ambient temperature conditions from -40°C to +70°C.

4.2 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.

4.3 Battery

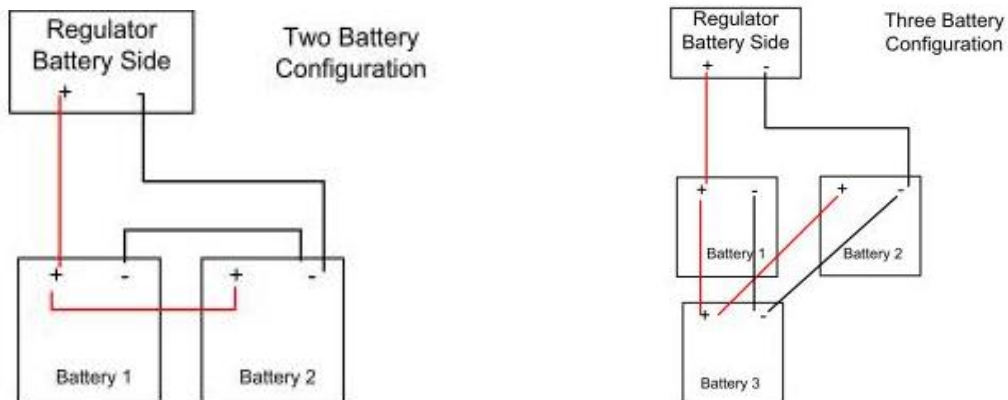
The battery bank shall be charged from the surplus power available from the solar panel when the sunlight is available and will supply/supplement the solar electric power from the solar panel when the sunlight is inadequate under cloudy conditions and during nights.

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°C). The battery shall support the following functions:

- a) Be rated at least 129 amp hours (24 hour rated capacity).
- b) Provide 12 volts DC 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.

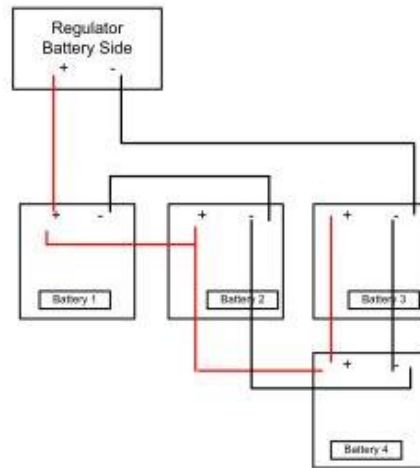
Refer to Figures 1 and 2 for battery connection and jumper configuration for two to four batteries.

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



Remainder of page intentionally left blank

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



4.4 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:

- a) Support 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° ref.) with a temperature compensation range of -30°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:
 - 1. Provide access to the Solar Powered Electrical System devices connected in the field.
 - 2. Support remote monitoring of Solar Powered Electrical System devices by one or more PCs through TCP/IP.
 - 3. Ability to transmit commands to the Solar Powered Electrical System device on demand, or as by user defined triggers.
 - 4. Log all mode changes, warnings, errors, faults, and alarms.
 - 5. Ability to provide daily remote data logs for up to 200 days. Logged data values include:
 - i. Minimum Battery Voltage
 - ii. Maximum Battery Voltage
 - iii. Maximum Solar Array Voltage
 - iv. Maximum Power Output
 - v. Charge Amp-Hours
 - vi. Charge Watt-Hours
 - vii. Minimum/Maximum Battery Temperature

4.5 Solar Panels

The photovoltaic solar panel array shall consist of the minimum required number of individual solar panels connected to obtain the required voltage and current rating of a solar module. The solar 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/m², AM - 1.5, Temp - 77°F (25°C)
- n) Diodes – Includes dual bypass diodes within weather resistant junction box
- o) Recharge in full sunlight at a rate of 6 hours of recharging per 24 hours of Portable Detection operation.

- p) 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.

In addition to the requirements listed above, solar panels utilized for the Portable Detectors shall meet the following requirements:

- a) Be located at the highest point of the trailer or pole with the exception of the Portable Detector Mast Structure (Tower).
- b) Be secured by locking bolts to prevent pilferage and vandalism.
- c) Be able to rotate (“panning”) independently of the mast structure assembly and be able to tilt from 0 degrees to 40 degrees (relative to the horizontal).
- d) Be able to be locked into any position.
- e) Be secured by locking mechanism that prevents rotation during transport of the Portable Detector from one location to another.
- f) Solar panel retractable mast structure shall be erectable with a Cable/Winch lifting mechanism, to be elevated so as solar panels are at least 7’ above ground surface, and unobstructed by sunlight from anything on the portable trailer unit for the exception of the Portable Detector Mast Structure (Tower).

4.6 Connectors

Photovoltaic (PV) connectors shall be used for all wire connections outside of the cabinet. All PV connectors shall be assembled by the selected firm(s) prior to field installation per manufacturer’s specifications and meet the following minimum requirements:

- a) Rated Current: 20A
- b) Rated Voltage: 600 VDC
- c) Protection Class: Class II
- d) Contact Resistance: <0.5 mΩ
- e) Temperature Range: -40°C to +70°C
- f) Protection Degree: IP67
- g) Flame Class: UL94-VO
- h) Certifications: UL6703
- i) Locking System

4.7 Wiring

All system wiring shall be stranded, 12 American Wire Gauge (AWG), jacketed, single conductor cabling in conformance with the issue of the National Electrical Code in effect on the date of the proposal.

Solar panels shall be pre-wired for ease of installation. Pre-wiring shall include terminations to all solar panels and PV connectors, including a 50 foot cable from the solar array to the cabinet. Any wiring preparation, crimping, and termination for assembly of the PV connectors shall be performed to the manufacturer’s specifications.

5. Catalog Parts

All catalog parts are to be identical to the installed components to enable the Department or its agent to readily replace defective components. All catalog parts provided shall be newly

manufactured and identical to the originally supplied equipment. If original placement parts are no longer available, all catalog parts 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.

Selected firm(s) shall be required to provide repair parts to the Department within fifteen (15) working days after receipt of an approved purchase order.

If for any reason, throughout the duration of this contract, a catalog part or piece of equipment is discontinued, the selected firm(s) will supply the Department with an updated catalog list including the new items and pricing.

6. Plans and Specifications

Selected firm(s) 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 selected firm shall provide individual packages for different Solar Powered Electrical System configurations if the ordered System configuration has changed from the initially accepted Specification. The selected firm(s) 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 selected firm(s) 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.

7. Technical Assistance

The selected firm(s) shall provide a manufacturer-authorized service center staff to provide technical assistance and telephone support if needed. The selected firm(s) 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. A response from the manufacturer-authorized service center staff shall be received within 4 hours after contacting telephone support during the above hours. If telephone support is needed outside of the hours listed above, a return call shall be placed by 12pm ET the next working day (after a weekend or any Federal and State holidays).

8. Warranty

8.1. System Service Operation Warranty

The following service operation warranty shall apply:

- a) 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.

- b) These periods start from the date an entire Solar Powered Electrical System and associated equipment has been delivered to and inspected by the Department.
- c) 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 selected firm(s) 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.
 - 1. The vendor shall acknowledge any warranty claims within 2 days receipt of an e-mailed warranty claim, either in writing or via e-mail.
 - 2. If the vendor or the Department determines (only one party shall be required to determine this need) that on-site assistance is necessary to fix the problem, a manufacturer trained vendor-provided technician shall be dispatched within 48 hours to the location of the equipment.
 - 3. 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 arrive at the Department's Smyrna TMC within 48 hours after the determination has been made.
- d) If any component fails within the two (2) year service operations warranty period, the Department reserves the right to require the repair or replacement of the whole Solar Powered Electrical System and/or associated equipment without any costs to the Department.
- e) If the provision of replacement parts requires more time, the vendor shall inform the Department immediately with a corresponding timetable.
- f) The selected firm(s) 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

Measurement of the individual items of this RFP 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.

Quantities shall be paid for at the applicable contract unit price per unit set forth in Appendix B, Pricing. Payment shall be made on individual items upon invoice.

Items 1001, 1002, 1003, and 2001 comprise the base price. (Item 3001, Catalog Parts List, shall be provided at no charge and must be submitted along with the firm's response.) Interested firms shall specify a unit price for each item. Failure to specify a unit price for an item will result in the proposal being declared non-responsive.

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 RFP. This shall include, but not be limited to, solar panel arrays, solar system controller/regulator, output contact closure module, batteries, cables and wiring, connectors, 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 RFP. This shall include, but not be limited to, solar panel arrays, solar system controller/regulator, output contact closure module, batteries, cables and wiring, connectors, 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 RFP. This shall include, but not be limited to, solar panel arrays, solar system controller/regulator, output contact closure module, batteries, cables and wiring, connectors, mounting hardware, hardware and software interfaces, and miscellaneous equipment as specified.

ITEM 2001–TECHNICAL ASSISTANCE AND TELEPHONE SUPPORT

Vendor is to provide to the Department a manufacturer-authorized service center staff to provide Technical Assistance and Support for the Solar Powered Electrical System outlined within this RFP. Technical assistance and support via telephone is to be included at no cost to the Department.

Vendor may be requested to provide Onsite technical assistance and support. The selected firm(s) shall have manufacturer trained vendor-provided technical personnel available in the event assistance is needed at each/any Solar Powered Electrical System deployment site for installation, operation, maintenance, and replacement techniques of the System and/or associated equipment, for as long as the Department utilizes these Systems and/or associated equipment. Onsite support shall be priced on an hourly basis.

Payment for Onsite support shall be paid by the Department for each hour of service provided to the Department for on-site technical assistance or emergency support that are not covered by warranty.

ITEM 3001– CATALOG PARTS LIST

This item shall consist of supplying to the Department a list of catalog parts including quantities and costs for the Solar Powered Electrical System configurations specified within this RFP.

Items purchased from the catalog parts list will be purchased under individual purchase orders. Price and quantities will be from the approved catalog parts list, or as negotiated at time of purchase. Payment for catalog parts shall be made after an approved invoice is processed.

The selected firm(s) 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 connectors and all associated equipment, and other components necessary for a fully functional system. The Department may review the suggested minimum stocked catalog parts and cost estimates, and modify/negotiate the terms with selected firm(s) on those items.

Contract No. 1906 - Solar Powered Electrical Systems

Vendor
Name: _____

ITEM	DESCRIPTION	UNIT	PRICE
1001	SUPPLY SOLAR POWERED ELECTRICAL SYSTEM – 16 WATTS	Each	\$
1002	SUPPLY SOLAR POWERED ELECTRICAL SYSTEM – 26 WATTS	Each	\$
1003	SUPPLY SOLAR POWERED ELECTRICAL SYSTEM – 34 WATTS	Each	\$
TOTAL:			\$

2001	ON-SITE TECHNICAL ASSISTANCE	Per Hour	\$
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