

**** ADDENDUM 1 – June 14, 2019 ****
Proposals Due by Tuesday, June 25, 2019.



State of Delaware
Department of Transportation

PORTABLE CAMERA SYSTEMS
Fabrication, Supply, and Maintenance Services

Request for Proposals
Contract No. 1919-CAMERA_SYS

Deadline for Submittal:
~~TUESDAY, JUNE 18, 2019~~ *Tuesday, June 25, 2019*
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 until 2:00 P.M. local time on the above date.

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

CONTRACT NO. 1919 CAMERA_SYS

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSALS" for Portable Camera Systems Fabrication, Supply, and Maintenance Services. 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. [Specifications](#)
- IX. Required Forms:
 - a. [FORM 1 – Non-Collusion Statement](#)
 - b. [FORM 2 – Confidentiality and Proprietary Information](#)
 - c. [FORM 3 – Subcontractor Information Form](#)
 - d. [FORM 4 – Bid Page](#)
- I. Attachments
 - a. [Attachment 1 – Monthly Usage Report](#)
 - b. [Attachment 2 – Subcontracting \(2nd tier spend\) Report](#)
 - c. [Attachment 3 - Office of Supplier Diversity Certification Application](#)

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 RFP number and vendor name** by the date and time specified in the Procurement Schedule.

Proposals must be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
Administration Building
800 Bay Road, Dover, DE 19901
ATTN: Contract Administration - RFP 1919**

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@delaware.gov.

I. INTRODUCTION

A. PURPOSE

The purpose of this RFP is to obtain sealed proposals from qualified vendors capable of fabricating and supplying Transportable Video Monitoring Cameras (Portable Cameras), Communication Systems, and miscellaneous equipment, and provide needed training and warranty support. The Portable Cameras will make available to the Department the flexibility to monitor and visually obtain real-time traffic conditions on numerous sections of Delaware’s roadways for incident and event management as well as in construction work zones. The Portable Camera is a component of the statewide Integrated Transportation Management System (ITMS) initiative to provide for the safe and efficient management of the transportation system.

It is the goal of this RFP to identify a vendor or vendors and execute a contract(s) for Assembly and Supply for an estimated thirty (30) Portable Camera Systems.

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 for one or more of the following:

- 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

DelDOT 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-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 agreement.

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.

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 Prior To: | Tuesday, June 18, 2019 Tuesday, June 25, 2019 2:00 P.M. Local Time |

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

C. ADDENDA TO THE REQUEST FOR PROPOSALS (RFP)

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

D. INQUIRIES and QUESTIONS

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 specified in the Procurement Schedule. All questions and answers will be posted on the State of Delaware Bid Solicitation Directory (<http://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.

E. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to DeIDOT 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@delaware.gov

F. CONTACT WITH STATE EMPLOYEE

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.

II. SCOPE

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials, and labor to meet the State of Delaware's need for PORTABLE CAMERA SYSTEMS Fabrication, Supply, and Warranty Services.

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 30 units will be required over the initial three year term. 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. SPECIFICATIONS

The technical requirements are stated in the **Specifications** section of this RFP. The resulting agreement; the Vendor's Proposal; this RFP; any addenda thereto shall govern the work to be performed.

III. PROPOSAL PREPARATION & SUBMITTAL

A. INTRODUCTION

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 DelDOT to be incomplete or conditional.

The forms required by this solicitation shall be considered mandatory. The Vendor's proposal must be written in ink or typewritten on the indicated form provided, and any corrections or erasures **MUST** be initialed by vendor's representative completing the bid submission. 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.

Vendors may bid on any or all Portable Camera Systems defined.

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

B. COVER LETTER

Each proposal must have 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.

C. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components listed in this section.

D. DESCRIPTION OF SERVICES

1. Provide material and shop drawings, specifications, cut sheets, wiring diagrams, warranties, and other documentation to demonstrate conformance to the specifications contained herein.
2. Provide resumes for key contacts. At a minimum this shall include the Bidder's project manager and lead trainer.
3. Provide a narrative description discussing any requirements that cannot be met by the supplied equipment including description on how the materials being provided will meet or exceed the performance requirements contained within the special provisions.
4. Describe the Vendor's process, to include:
 - a. Provide an organizational chart of key team members, their roles and responsibilities;
 - b. Subcontracting plan indicating the specific roles of proposed sub-contractors;
 - c. Identify how quality control and inspection will be performed during assembly; prior to delivery.
 - d. Describe how service warranties will be handled, such as; response time, service location, etc.

5. 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 Evaluation Criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

E. BUSINESS REFERENCES

Provide a list of at least three (3) business references and descriptions of the work performed for projects of comparable scope and scale. Each of the three (3) projects must have been completed successfully in the past five (5) years or currently ongoing. Submit the following information for each reference:

1. Client Name and Address
2. Client Contact/Project Manager
3. Client Contact Telephone Number and Email
4. Project Description
5. Date of Project Completion
6. Role your firm performed in the work.

F. NON-COLLUSION STATEMENT

FORM 1 must be submitted with the Vendor's proposal. Complete and submit with the proposal the Non-Collusion Statement.

G. CONFIDENTIALITY FORM

FORM 2 must be submitted with the Vendor's proposal. Vendors must check the box on FORM 2 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.

H. SUBCONTRACTORS FORM

FORM 3 must be submitted with the Vendor's proposal. Subcontracting is permitted under this RFP and contract. Complete FORM 3 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.

I. PRICING FORM

FORM 4 must be submitted with the Vendor's proposal. Vendors must submit pricing for the items they are bidding. If not bidding for certain items, leave those spaces blank. Prices quoted in the proposal shall remain valid for contracting for at least six (6) months from the proposal opening. DeIDOT reserves the right to ask for an extension of time if needed. Pricing is to be entered electronically or handwritten in ink. If figures are not readable, the Department will declare the bid for that item to be non-responsive and not considered.

Vendors may bid on any or all Portable Camera Systems defined.

J. SPARE PARTS COST

The Bidder shall submit with their bid, a list and current price of recommended spare parts for each Portable Camera System including all associated equipment, software, and other components that provide for a fully functional Portable Camera System, as described in SPECIFICATIONS, **Section 3, Spare Parts**.

K. TRAINING COST

The Bidder is to provide the maximum price to perform one Operations Training class and one Maintenance Training class on separate days as described in SPECIFICATIONS, **Section 4, Training**. The price is to include development and reproduction of all training materials to accommodate fifteen trainees as specified in Section 4.1 and 4.2. Price is inclusive of man hours and travel expenses incurred by the vendor to provide on-site training at a Department facility located in Kent County.

L. NUMBER OF PROPOSAL COPIES SUBMITTED

To be considered, all proposals must respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

Submit one (1) original and five (5) hard copies of the Proposal. Receipt of insufficient copies or non-compliance with providing the requested information in the desired format, may negatively impact the scoring.

Submit two (2) electronic copies in .pdf format (e.g. CD, flash drive) of the Proposal; one original and one redacted copy. The original must be a .pdf file of the original signed proposal as submitted and should be clearly marked "Original". The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as "Redacted". Electronic copies are to be submitted with the printed Proposal. The electronic redacted copy is required even if the submission contains no proprietary or confidential information.

M. 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 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 – RFP 1919**

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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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 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.

S. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified in this RFP unless changed via Addendum. 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.

IV. PROPOSAL EVALUATION

A. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware. Selection Committee membership appointments are confidential. 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 clarification to proposals from any or all vendors during the contract 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.
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. SELECTION CRITERIA

| | EVALUATION CRITERIA | 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 SCORE | | 100% |

H. OVERVIEW OF SELECTION PROCESS

Each individual proposal will be reviewed by a Selection Committee. The Selection Committee will determine all applicants that meet the minimum qualifications to perform the required services based upon the selection criteria and evaluation of each firm’s submitted proposal. Firms will be ranked based on a consensus of the Selection Committee utilizing the criteria above.

I. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. Costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor’s responsibility.

J. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Selection Committee may issue a request for Best and Final Offers from the vendor(s).

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;

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- 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.
 4. If a vendor is found to be non-responsive, 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 will be required to furnish a complete Statement of Origin, 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.

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. INFORMATION REQUIREMENT

The successful vendor(s) shall be required to advise and provide the gross costs associated with this contract.

H. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, 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.

I. 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 DeIDOT.

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.

If you need assistance or have questions, please contact 302-672-5000.

J. SHIPPING TERMS

FOB Destination, freight prepaid and allowed.

K. PERFORMANCE BOND REQUIREMENT

The performance Bond has been waived.

L. 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.

Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

M. 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 it is desired to extend this contract beyond the initial three (3) year period, DeIDOT and Vendor must agree to any pricing change, and such change must become an addendum to the contract.

N. 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

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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 – RFP 1919

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.

O. 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 <http://revenue.delaware.gov/services/BusServices.shtml>.

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.

P. 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

Q. 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.

R. 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

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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).

S. 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.

T. ASSIGNMENT

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

U. 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 – RFP 1919

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 DeIDOT 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. DeIDOT 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 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

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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 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: Delaware Department of Transportation.

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.

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

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.

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. 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.

12. 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.

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.

13. 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.

14. 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.

15. 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.

16. 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 2) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items 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 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 3.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorousage@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.

17. 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.

18. 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.

19. 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.

20. 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, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

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.

21. 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.

22. 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.

23. 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.

24. 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(g) for applicable established provisions.

25. 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.

26. 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).

27. 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.

28. 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.
- 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.

29. 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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. 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.

36. 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 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.

37. 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.

38. 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.

39. 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.

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

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SPECIFICATIONS

1.0 Reliability and Operational Stability

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

1.1 Materials

The Bidder shall include in the bid price, all cables and incidental items necessary for complete operation of each Portable Camera System.

All hardware furnished by the vendor shall be new and of recent manufacture; no used or refurbished hardware is allowed. Firmware and software must be tested and in working order; prototype firmware or software will not be permitted.

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

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

1.2 Materials and Fabrication

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

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

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

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

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

1.3 Regulations and Codes

All electrical equipment shall conform to the standards of National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESCC), National Fire Protection Agency (NFPA), Federal Communications Commission (FCC), National Television Standards Committee (NTSC), Moving Picture Experts Group (MPEG), and the Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) where applicable.

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

All roadside trailers, vehicles, and poles on which portable cameras are mounted, which are **supplied on or before December 31, 2019**, must be in compliance with the National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH). All roadside trailers, vehicles, and poles on which portable cameras are mounted, which are **supplied on or after January 1, 2020**, must be in compliance with the 2016 edition of MASH.

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

1.4 Quality Assurance

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

- a) The Project Manager and Technical Lead, along with any other key staff, as well as their responsibilities.
- b) A description of the manufacturing facility and process used to ensure delivery of equipment consistent with this Contract and Specifications.
- c) Standard delivery time following receipt of a Purchase Order from the Department.

1.5 Modifications to Submitted Equipment

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

1.6 User Manuals and System Administrator Documentation

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

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

Separate Manuals and Administrator Documentation shall be provided for each of the four (4) Portable Camera Systems as specified.

2.0 Warranty

The vendor shall extend to the Department a policy guarantee on equipment and/or services against defective material and workmanship for a period of at least one (1) year from the date of delivery. Vendors are encouraged to provide extended warranty plans with their bid.

Any item that is normally covered by the warranty policy but is determined to have been damaged through misuse or neglect shall be exempt from coverage. If any part of the unit is normally covered by a warranty policy for more than one year, the full period of warranty policy of that component shall be provided to the Department. The vendor shall be solely responsible for the warranty of equipment by others, but provided by the Contractor as part of this Contract including parts and labor for removal and replacement of failed components.

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

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

Within the warranty period, the Department reserves the right to require the replacement of portions or the whole Portable Camera System at no additional cost under the following circumstances:

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

The Department shall have the right to request an extension of the warranty period beyond the initial offering for one or more Portable Camera System device(s). This additional warranty can be negotiated and agreed upon between both the Department and the vendor.

3.0 Spare Parts

The Bidder shall submit with their bid, a list and price of recommended spare parts for all Portable Camera Systems including all associated equipment, software, and other components that provide for a fully functional Portable Camera System. All spare parts shall be identical to the installed components and to enable the Department or its agent to readily replace defective components. The Department may review the suggested minimum stocked spare parts and cost estimates, and modify/negotiate the terms with the Bidder on those items.

Spare parts required shall be calculated on an estimated eight (8) purchased complete Type I Portable Camera Systems, eight (8) purchased Type II Portable Camera Systems, seven (7) Portable Camera Systems – Vehicle Mounted, and seven (7) Portable Camera Systems – Pole Mounted. The Department will be responsible for the provision of all spare parts related to the wireless communication devices and central TMC video management software.

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

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

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

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

4.0 Training

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

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

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

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

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

4.1 Maintenance Training Requirements

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

- a) Review of basic system configuration and operation
- b) Review of preventative maintenance procedures
- c) Review of system and software troubleshooting procedures
- d) Replacement of component parts
- e) Theory of operation, circuit description
- f) Calibration, alignment, and adjustment procedures for all equipment

- g) Wiring diagrams
- h) Complete schematics and sub-component parts listing

4.2 Operation Training Requirements

The purpose of this training is to provide Department employees as well as others with a training course in the day-to-day operation of the Portable Camera System and its capabilities. At a minimum, Operation Training shall include the following:

- a) Portable Camera System handling/transporting
- b) Portable Camera System installation
- c) Portable Camera System assembly
- d) Portable Camera System testing
- e) Portable Camera System disassembly
- f) Portable Camera System un-installation
- g) Portable Camera System Camera
- h) Portable Camera System Camera Housing and Controller
- i) Portable Camera System raising/lowering mechanism
- j) Portable Camera System power supply
- k) Portable Camera software and firmware
- l) Safety procedures
- m) Basic operational procedures
- n) System and software troubleshooting

5.0 Technical Assistance

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

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

- a) Camera System
- b) Camera Controllers
- c) Electrical and Communications equipment and software
- d) Camera Mast and Trailer installation and maintenance
- e) Power Supply

6.0 Portable Camera System – TYPE 1 (Trailer Mounted)

This specification describes the minimum requirements for the materials, design, quality assurance, and assembly of a fully operational, trailer-mounted, portable closed circuit television (CCTV) camera system.

All portable camera units shall contain the camera assembly, structural support system, mast structure and lifting mechanism, trailer, power and solar supplies, communications interface, enclosures, and ancillary equipment described herein and necessary for proper operation. Each portable camera unit shall be capable of operating utilizing both hard wired power and solar power as conditions necessitate.

6.1 Materials:

General Material Requirements:

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

The portable camera unit and all associated control and electronics equipment, including camera assembly, camera enclosure, controller, portable trailer, power and communications equipment, all necessary appurtenances and control software may be furnished by different manufacturers, but the vendor must deliver portable camera units to the Department as completely assembled units.

All portable camera units must be compatible with the Department's existing video management software. *Existing video management software is exaqVision, developed by Tyco Security Products.* The Department will be responsible for procuring and activating any licenses that will be required to fully integrate portable cameras into the video management software.

The Department will provide Digital Cellular Modems for use in integrating portable camera units into the Transportation Management Center and video management software. *The Department currently utilizes Sierra Wireless GX450 wireless modems to communicate with portable equipment.* In certain areas where coverage exists, the Department will provide 4.9GHz wireless communications equipment for use in integrating portable camera units. *The Department currently utilizes Cambium Networks PMP 450i wireless radios to facilitate 4.9GHz communications.*

6.2 Camera Assembly:

Provide a fully-integral Internet Protocol (IP) network camera assembly meeting the following minimum requirements:

- a) Full-color, full motion video
- b) Auto Focus including manual override
- c) Auto iris control including manual override
- d) Automatic image stabilization
- e) PTZ:
 1. 360 degree pan, 0-80 degrees per second variable speed. Continuous rotation.
 2. 90 degree tilt, 0-40 degrees per second variable speed
 3. Zoom Ratio: 30x Optical, 12x Digital
- f) Automatic Day/Night imaging with manual override.
- g) Programmable for up to 15 camera presets, including labeling. Accuracy is to be no greater than +/- 0.5 degree.
- h) Privacy: Programmable to blank out up to eight (8) areas within the CCTV field of view. Privacy zones shall move and adjust according to PTZ position.
- i) Video output compatible with H.264 and Motion JPEG standards.
- j) Environmental:
 1. Integrated housing, environmentally sealed. Dust and air tight, meeting or exceeding NEMA 4X requirements. Housing is to be optically clear, anti-glare, UV inhibiting, impact/scratch resistant, and of a sufficient thickness to withstand maintenance, cleaning, and travel.
 2. Field hardened for long-term outdoor deployment in highway and marine environments.
 3. Operational temperature ranging from -40 to 140 degrees Fahrenheit with 0-100% relative humidity, non-condensing.
 4. Ability to withstand sustained 90 mph winds.

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- k) Power input: 22-28VAC, PoE, and PoE+ allowable.
- l) Connectors: RJ-45 Ethernet 10BASE-T/100BASE-TX, IP-66 rated.
- m) Encoding:
 - 1. Integrated to the camera assembly to support digital video transmission as well as PTZ control through an Ethernet network connection.
 - 2. Support and comply with the following standards and network protocols: IPv4/v6, HTTP, HTTPS, TCP, UDP, ICMP, IGMP, ARP, RTP, RTSP, DCHP, SNTP, SNMP.
 - 3. Support H.264 (MPEG4, part10) format or higher.
 - 4. MJPEG frame rate of up to 30 frames per second at 1080p, 720p, D1, 4CIF, and CIF frame sizes.
 - 5. Support both unicast and multicast video.

6.3 Enclosure:

Provide an environmentally sealed, hinged, lockable enclosure sufficiently sized to house all camera control and communications equipment. Enclosure shall be mounted such that it is accessible from ground level when the camera assembly is both in the raised and retracted positions.

6.4 Power Supply:

Provide a fully-integrated power supply capable of providing power via both solar and a commercial 120V AC hard-wired power service. The Department will be responsible for installing any surge protection, meters, and disconnects required to connect portable camera units to commercial hard-wire power sources.

- a) Regulated power supply shall supply reliable DC power.
- b) Solar Array
 - 1. Provide a 12 Volt photovoltaic solar array of a size sufficient to recharge the portable camera unit in full sunlight at a rate of six hours of recharging per 24 hours of operation.
 - 2. Solar array shall be secured by locking bolts to prevent theft or vandalism.
 - 3. Array shall be capable of rotating independently of the mast structure and allow a tilt of 0 to 40 degrees relative to the horizontal.
 - 4. Mount solar array such that panels are not obstructed by each other or any other trailer component.
 - 5. All panels are to be UL listed.
 - 6. Mount and all mounting hardware are to be corrosion resistant.
- c) Controller
 - 1. Provide a solar charge controller that is UL listed, rated for a minimum of 15A and includes a low voltage disconnect.
 - 2. Controller shall include LCD indicators showing solar panel voltage, battery charge remaining, and solar charge current.
 - 3. Controller shall include voltage regulators and automatic battery temperature compensation control circuitry to prevent overcharging.
 - 4. Provide a controller with the ability to allow battery charge levels and alarms to be monitored remotely from the TMC.
- d) Batteries
 - 1. Provide batteries, including all necessary accessories and wiring to provide for continuous operation of the portable camera unit and all related equipment for three (3) continuous days without sunlight or recharging.
 - 2. Provide a lockable, fully vented stainless steel battery enclosure sufficient to house all required batteries. Enclosure shall include a mechanism for securing batteries in place.
- e) Lightning protection shall be supplied to the load side of the distributed power lines to withstand multiple surges in excess of 600 volts.

6.5 Trailer:

Provide a wheeled trailer fabricated of steel which will enable the transport, housing, and deployment of all equipment contained within the portable camera unit. Trailer is to be able to have the ability to be towed at speeds of at least 65 mph. Provide mounting features for all enclosures, solar arrays, and other devices needed to compose the complete portable camera unit. Trailer is to conform to Delaware Laws regarding trailers.

- a) Materials used are to conform to NEMA TS 4 standards.
- b) Trailer is to be primed and painted or powder-coated Highway Safety Orange to conform with Federal Standard 595b, Color No. 12243 or as otherwise directed by The Department.
- c) Width – the trailer shall not exceed 96 inches in width when configured for highway transport.
- d) Trailer frame shall provide a safe, non-skid surface for accessing all equipment.
- e) Operating Height – The trailer shall be configured with an arm that extends the CCTV assembly a minimum of 25 feet above the roadway surface when fully extended.
- f) Camera Arm Extension
 1. Camera lifting mechanism shall be able to raise the camera mounting arm via either electronic, hydraulic, or electronic assist. Lift mechanism shall also include a manual option for use when mechanical lifting mechanism is disabled.
 2. Camera arm shall include a safety bolt to prevent the arm from lowering once in the extended position. A self-locking mechanism is to be incorporated into the safety bolt to ensure it is not inadvertently dislodged. Safety bolt is to be hot dip galvanized in accordance with ASTM A153 or stainless steel.
 3. A locking mechanism shall be installed to prevent camera arm from rotating once extended.
 4. When in the “locked” position, the camera arm shall fit securely on the trailer and be capable of locking in place to prevent unnecessary movement during travel.
 5. Camera arm shall support the mounting of camera assembly as well as antennae for wireless communications.
 6. A 4.9 GHz Dual Polarization Omnidirectional Antenna will be provided and installed by the Department. The antenna shall be externally mounted to the camera arm for wireless communication. The camera system must provide the capability to support the voltage required by the 4.9 GHz antenna.
- g) Trailer shall include a leveling system to allow for the trailer to be in a stable position when the camera arm is fully extended and sustain winds of 90 mph without overturning. Stabilization devices are to be rated for at least 3,000 lbs. each.
- h) Trailer shall include two (2) 3 ft. (min) long safety chains. Chains are to be galvanized steel, ¼ inch, with 2,500 lb. minimum rated safety hooks.
- i) Provide a Pintle towing hitch for connection to a towing vehicle. Hitch is to have a towing capacity of 5,000 lbs.
- j) Trailer shall include amber reflectors. Two (2) at the front, two (2) at the rear, and one (1) on each side. Trailer frame shall be outlined with red and white DOT retroreflective tape in its entirety.
- k) Trailer shall include a complete lighting package that meets Class A lighting standards including license brackets.

6.6 Construction:

General Delivery Requirements:

Deliver fully assembled and integrated Portable Camera System to the Department specified location.

Following the successful testing, delivery, inspection and acceptance for the first of each type of Portable Camera System ordered, each additional items and/or components shall be delivered to the Department within ninety (90) working days from the date of the individual purchase order. The Contractor must notify the Department of delivery at least three (3) days prior to the expected delivery date.

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

6.7 Testing Requirements:

Prior to delivery, complete a Factory Acceptance Test for every Portable Camera System Unit being furnished. Prior to delivery of the first unit, provide for approval, a Factory Acceptance Testing Procedure and Checklist. Do not furnish any units prior to approval of the Testing Procedure and Checklist. All units furnished must include a completed and signed copy of the Factory Acceptance Testing Checklist. Factory Acceptance Testing must include the following at a minimum:

- a) A verification of all performance requirements contained herein related to the camera assembly, power supply, communications equipment, and portable camera trailer.
- b) A verification of all performance elements contained within the vendor's catalog cuts and shop drawings.

Prior to the delivery of the first unit, provide written verification confirming that the proposed portable camera system meets all video display and control requirements utilizing the ExaqVision video management software. Written verification must be signed by representatives from both Tyco Security Products and the portable camera system vendor.

6.8 Documentation:

Provide the following documentation for each Portable Camera System Furnished:

- a) All User and Assembly Manuals
- b) Maintenance Manuals and recommended maintenance procedures
- c) All furnished warranties and guarantees.
- d) Verification of Completion of Factory Acceptance Test and Testing results for individual units being furnished.

6.9 Measurement and Payment: Each

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

7.0 Portable Camera System –TYPE II (Trailer, Multiple Cameras, Lighting, Generator)

This specification describes the minimum requirements for the materials, design, quality assurance, and assembly of a fully operational, trailer-mounted, portable closed circuit television (CCTV) camera system that provides for the installation of multiple camera devices as well as providing flood lighting to assist in incident and event management.

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All portable camera units shall contain the camera assembly, structural support system, mast structure and lifting mechanism, trailer, power and solar supplies, communications interface, enclosures, and ancillary equipment described herein and necessary for proper operation. Each portable camera unit shall be capable of operating utilizing both hard wired power and solar power as conditions necessitate.

7.1 Materials:

General Material Requirements:

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

The portable camera unit and all associated control and electronics equipment, including camera assembly, camera enclosure, controller, portable trailer, power and communications equipment, all necessary appurtenances and control software may be furnished by different manufacturers, but the vendor must deliver portable camera units to the Department as completely assembled units.

All portable camera units must be compatible with the Department's existing video management software. *Existing video management software is exaqVision, developed by Tyco Security Products.* The Department will be responsible for procuring and activating any licenses that will be required to fully integrate portable cameras into the video management software.

The Department will provide Digital Cellular Modems for use in integrating portable camera units into the Transportation Management Center and video management software. *The Department currently utilizes Sierra Wireless GX450 wireless modems to communicate with portable equipment.* In certain areas where coverage exists, the Department will provide 4.9GHz wireless communications equipment for use in integrating portable camera units. *The Department currently utilizes Cambium Networks PMP 450i wireless radios to facilitate 4.9GHz communications.*

7.2 Camera Assembly:

Provide two (2) fully-integral Internet Protocol (IP) network camera assemblies meeting the following minimum requirements:

- a) Full-color, full motion video
- b) Auto Focus including manual override
- c) Auto iris control including manual override
- d) Automatic image stabilization
- e) PTZ:
 1. 360 degree pan, 0-80 degrees per second variable speed. Continuous rotation.
 2. 90 degree tilt, 0-40 degrees per second variable speed
 3. Zoom Ratio: 30x Optical, 12x Digital
- f) Automatic Day/Night imaging with manual override.
- g) Programmable for up to 15 camera presets, including labeling. Accuracy is to be no greater than +/- 0.5 degree.
- h) Privacy: Programmable to blank out up to eight (8) areas within the CCTV field of view. Privacy zones shall move and adjust according to PTZ position.
- i) Video output compatible with H.264 and Motion JPEG standards.

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j) Environmental:

1. Integrated housing, environmentally sealed. Dust and air tight, meeting or exceeding NEMA 4X requirements. Housing is to be optically clear, anti-glare, UV inhibiting, impact/scratch resistant, and of a sufficient thickness to withstand maintenance, cleaning, and travel.
2. Field hardened for long-term outdoor deployment in highway and marine environments.
3. Operational temperature ranging from -40 to 140 degrees Fahrenheit with 0-100% relative humidity, non-condensing.
4. Ability to withstand sustained 90 mph winds.

k) Power input: 22-28VAC, PoE, and PoE+ allowable.

l) Connectors: RJ-45 Ethernet 10BASE-T/100BASE-TX, IP-66 rated.

m) Encoding:

1. Integrated to the camera assembly to support digital video transmission as well as PTZ control through an Ethernet network connection.
2. Support and comply with the following standards and network protocols: IPv4/v6, HTTP, HTTPS, TCP, UDP, ICMP, IGMP, ARP, RTP, RTSP, DCHP, SNTP, SNMP.
3. Support H.264 (MPEG4, part10) format or higher.
4. MJPEG frame rate of up to 30 frames per second at 1080p, 720p, D1, 4CIF, and CIF frame sizes.
5. Support both unicast and multicast video.

7.3 Lighting:

Provide LED flood lighting capable of illuminating an area in a 200 foot radius from the Camera Trailer. Provide lighting such that it can be added either top-mast or mid-mast.

7.4 Enclosure:

Provide an environmentally sealed, hinged, lockable enclosure sufficiently sized to house all control and communications equipment for two or more cameras. Enclosure shall be mounted such that it is accessible from ground level when the camera assembly is both in the raised and retracted positions.

Provide a convenience outlet accessible from the outside of the enclosure for use in powering external devices.

7.5 Power Supply:

Provide a fully-integrated power supply capable of providing power via solar, commercial 120V AC hard-wired power service, and an onboard generator. The Department will be responsible for installing any surge protection, meters, and disconnects required to connect portable camera units to commercial hard-wire power sources.

a) Regulated power supply shall supply reliable DC power.

b) Solar Array

1. Provide a 12 Volt photovoltaic solar array of a size sufficient to recharge portable camera unit in full sunlight at a rate of six hours of recharging per 24 hours of operation.
2. Solar array shall be secured by locking bolts to prevent theft or vandalism.
3. Array shall be capable of rotating independently of the mast structure and allow a tilt of 0 to 40 degrees relative to the horizontal.
4. Mount solar array such that panels are not obstructed by each other or any other trailer component.
5. All panels are to be UL listed.
6. Mount and all mounting hardware are to be corrosion resistant.

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- c) Controller
 1. Provide a solar charge controller that is UL listed, rated for a minimum of 15A and includes a low voltage disconnect.
 2. Controller shall include LCD indicators showing solar panel voltage, battery charge remaining, and solar charge current.
 3. Controller shall include voltage regulators and automatic battery temperature compensation control circuitry to prevent overcharging.
 4. Provide a controller with the ability to allow battery charge levels and alarms to be monitored remotely from the TMC.
- d) Batteries
 1. Provide batteries, including all necessary accessories and wiring to provide for continuous operation of the portable camera unit and all related equipment for three (3) continuous days without sunlight or recharging. This requirement does not include operation of the LED flood lighting.
 2. Provide a lockable, fully vented stainless steel battery enclosure sufficient to house all required batteries. Enclosure shall include a mechanism for securing batteries in place.
- e) Generator
 1. 4kW gasoline or diesel powered.
 2. Auto start/stop functionality
 3. Remote start/stop functionality.
 4. Local manual start/stop functionality.
 5. 20 gallon on-board fuel storage capacity.
- f) Lightning protection shall be supplied to the load side of the distributed power lines to withstand multiple surges in excess of 600 volts.

7.6 Trailer:

Provide a wheeled trailer fabricated of steel which will enable the transport, housing, and deployment of all equipment contained within the portable camera unit. Trailer is to be able to have the ability to be towed at speeds of at least 65 mph. Provide mounting features for all enclosures, solar arrays, and other devices needed to compose the complete portable camera unit. Trailer is to conform to Delaware Laws regarding trailers.

- a) Materials used are to conform to NEMA TS 4 standards.
- b) Trailer is to be primed and painted or powder-coated Highway Safety Orange to conform with Federal Standard 595b, Color No. 12243, or as otherwise directed by The Department.
- c) Width – the trailer shall not exceed 96 inches in width when configured for highway transport.
- d) Trailer frame shall provide a safe, non-skid surface for accessing all equipment.
- e) Operating Height – The trailer shall be configured with an arm that extends the CCTV assembly a minimum of 35 feet above the roadway surface when fully extended.
- f) Camera Arm Extension
 1. Camera lifting mechanism shall be able to raise the camera mounting arm via either electronic, hydraulic, or electronic assist. Lift mechanism shall also include a manual option for use when mechanical lifting mechanism is disabled.
 2. Camera arm shall include a safety bolt to prevent the arm from lowering once in the extended position. A self-locking mechanism is to be incorporated into the safety bolt to ensure it is not inadvertently dislodged. Safety bolt is to be hot dip galvanized in accordance with ASTM A153 or stainless steel.
 3. A locking mechanism shall be installed to prevent camera arm from rotating once extended.

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4. When in the “locked” position, the camera arm shall fit securely on the trailer and be capable of locking in place to prevent unnecessary movement during travel.
 5. Camera arm shall support the mounting of camera assembly as well as antennae for wireless communications.
 6. A 4.9 GHz Dual Polarization Omnidirectional Antenna will be provided and installed by the Department. The antenna shall be externally mounted to the camera arm for wireless communication. The camera system must provide the capability to support the voltage required by the 4.9 GHz antenna.
- g) Trailer shall include a leveling system to allow for the trailer to be in a stable position when the camera arm is fully extended and sustain winds of 90 mph without overturning. Stabilization devices are to be rated for at least 3,000 lbs. each.
 - h) Trailer shall include two (2) 3 ft. (min) long safety chains. Chains are to be galvanized steel, ¼ inch, with 2,500 lb. minimum rated safety hooks.
 - i) Provide a Pintle towing hitch for connection to a towing vehicle. Hitch is to have a towing capacity of 5,000 lbs.
 - j) Trailer shall include amber reflectors. Two (2) at the front, two (2) at the rear, and one (1) on each side. Trailer frame shall be outlined with red and white DOT retroreflective tape in its entirety.
 - k) Trailer shall include a complete lighting package that meets Class A lighting standards including license brackets.

7.7 Construction:

General Delivery Requirements:

Deliver fully assembled and integrated Portable Camera System to the Department specified location.

Following the successful testing, delivery, inspection and acceptance for the first of each type of Portable Camera System ordered, each additional items and/or components shall be delivered to the Department within ninety (90) working days from the date of the individual purchase order. The Contractor must notify the Department of delivery at least three (3) days prior to the expected delivery date.

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

7.8 Testing Requirements:

Prior to delivery, complete a Factory Acceptance Test for every Portable Camera System Unit being furnished. Prior to delivery of the first unit, provide for approval, a Factory Acceptance Testing Procedure and Checklist. Do not furnish any units prior to approval of the Testing Procedure and Checklist. All units furnished must include a completed and signed copy of the Factory Acceptance Testing Checklist. Factory Acceptance Testing must include the following at a minimum:

- a) A verification of all performance requirements contained herein related to the camera assembly, power supply, communications equipment, and portable camera trailer.
- b) A verification of all performance elements contained within the vendor’s catalog cuts and shop drawings.

Prior to the delivery of the first unit, provide written verification confirming that the proposed portable camera system meets all video display and control requirements utilizing the ExaqVision video management software. Written verification must be signed by representatives from both Tyco Security Products and the portable camera system vendor.

7.9 Documentation:

Provide the following documentation for each Portable Camera System Furnished:

- a) All User and Assembly Manuals
- b) Maintenance Manuals and recommended maintenance procedures
- c) All furnished warranties and guarantees.
- d) Verification of Completion of Factory Acceptance Test and Testing results for individual units being furnished.

7.10 Measurement and Payment: Each

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

8.0 Portable Camera System –TYPE III (Vehicle Tow Hitch Mount)

This specification describes the minimum requirements for the materials, design, quality assurance, and assembly of a fully operational, vehicle-mounted, portable closed circuit television (CCTV) camera system. The portable camera system is to be temporarily mounted to a standard towing hitch for use on Department Maintenance Vehicles.

All portable camera units shall contain the camera assembly, telescoping mast system, lifting mechanism, trailer, power, communications interface, and ancillary equipment described herein and necessary for proper operation. Portable camera unit shall be capable of being powered from the vehicle via a standard trailer wiring harness.

8.1 Materials:

General Material Requirements:

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

The portable camera unit and all associated control and electronics equipment, including camera assembly, camera enclosure, controller, mast, power and communications equipment, all necessary appurtenances and control software may be furnished by different manufacturers, but the vendor must deliver portable camera units to the Department as completely assembled units.

All portable camera units must be compatible with the Department's existing video management software. *Existing video management software is exaqVision, developed by Tyco Security Products.* The Department will be responsible for procuring and activating any licenses that will be required to fully integrate portable cameras into the video management software.

The Department will provide Digital Cellular Modems for use in integrating portable camera units into the Transportation Management Center and video management software. *The Department currently utilizes Sierra Wireless GX450 wireless modems to communicate with portable equipment.*

8.2 Camera Assembly:

Provide one (1) fully-integral Internet Protocol (IP) network camera assembly meeting the following minimum requirements:

- a) Full-color, full motion video

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- b) Auto Focus including manual override
- c) Auto iris control including manual override
- d) Automatic image stabilization
- e) PTZ:
 - 1. 360 degree pan, 0-80 degrees per second variable speed. Continuous rotation.
 - 2. 90 degree tilt, 0-40 degrees per second variable speed
 - 3. Zoom Ratio:15x optical, 10x Digital
- f) Automatic Day/Night imaging with manual override.
- g) Programmable for up to 15 camera presets, including labeling. Accuracy is to be no greater than +/- 0.5 degree.
- h) Video output compatible with H.264 and Motion JPEG standards.
- i) Environmental:
 - 1. Integrated housing, environmentally sealed. Dust and air tight, meeting or exceeding NEMA 4X requirements. Housing is to be optically clear, anti-glare, UV inhibiting, impact/scratch resistant, and of a sufficient thickness to withstand maintenance, cleaning, and travel.
 - 2. Field hardened for long-term outdoor deployment in highway and marine environments.
 - 3. Operational temperature ranging from -40 to 140 degrees Fahrenheit with 0-100% relative humidity, non-condensing.
 - 4. Ability to withstand sustained 90 mph winds.
- j) Power input: Compatible with standard 12VDC wiring harness from vehicle.
- k) Connectors: RJ-45 Ethernet 10BASE-T/100BASE-TX, IP-66 rated.
- l) Encoding:
 - 1. Integrated to the camera assembly to support digital video transmission as well as PTZ control through an Ethernet network connection.
 - 2. Support and comply with the following standards and network protocols: IPv4/v6, HTTP, HTTPS, TCP, UDP, ICMP, IGMP, ARP, RTP, RTSP, DCHP, SNTP, SNMP.
 - 3. Support H.264 (MPEG4, part10) format or higher.
 - 4. MJPEG frame rate of up to 30 frames per second at 1080p, 720p, D1, 4CIF, and CIF frame sizes.
 - 5. Support both unicast and multicast video.

8.3 Enclosure:

Provide an environmentally sealed, hinged, lockable enclosure sufficiently sized to house all control and communications equipment. Enclosure shall be mounted such that it is accessible from ground level when the camera assembly is both in the raised and retracted positions.

8.4 Power Supply:

Provide a fully-integrated power supply capable of providing power via a standard 12V trailer wiring harness.

8.5 Mounting:

Provide a mounting assembly that is able to be connected to a standard 2 inch vehicle, Pintle-style towing hitch.

Operating Height – The camera system shall be configured with a telescoping arm that extends the CCTV assembly a minimum of 14 feet above the roadway surface when fully extended.

Camera arm shall include a safety mechanism to prevent the arm from lowering once in the extended position. A self-locking mechanism is to be incorporated into the safety bolt to ensure it is not inadvertently dislodged.

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Material is to be hot dip galvanized in accordance with ASTM A153 or stainless steel.

A locking mechanism shall be installed to prevent camera arm from rotating once extended.

8.6 Construction:

General Delivery Requirements:

Deliver fully assembled and integrated Portable Camera System to the Department specified location.

Following the successful testing, delivery, inspection and acceptance for the first of each type of Portable Camera System ordered, each additional items and/or components shall be delivered to the Department within ninety (90) working days from the date of the individual purchase order. The Contractor must notify the Department of delivery at least three (3) days prior to the expected delivery date.

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

8.7 Testing Requirements:

Prior to delivery, complete a Factory Acceptance Test for every Portable Camera System Unit being furnished. Prior to delivery of the first unit, provide for approval, a Factory Acceptance Testing Procedure and Checklist. Do not furnish any units prior to approval of the Testing Procedure and Checklist. All units furnished must include a completed and signed copy of the Factory Acceptance Testing Checklist. Factory Acceptance Testing must include the following at a minimum:

- a) A verification of all performance requirements contained herein related to the camera assembly, power supply, communications equipment, and portable camera mounting apparatus.
- b) A verification of all performance elements contained within the vendor's catalog cuts and shop drawings.

Prior to the delivery of the first unit, provide written verification confirming that the proposed portable camera system meets all video display and control requirements utilizing the ExaqVision video management software. Written verification must be signed by representatives from both Tyco Security Products and the portable camera system vendor.

8.8 Documentation:

Provide the following documentation for each Portable Camera System Furnished:

- a) All User and Assembly Manuals
- b) Maintenance Manuals and recommended maintenance procedures
- c) All furnished warranties and guarantees
- d) Verification of Completion of Factory Acceptance Test and Testing results for individual units being furnished

8.9 Measurement and Payment: Each

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

9.0 Portable Camera System –TYPE IV (Pole & Building Mount)

This specification describes the minimum requirements for the materials, design, quality assurance, and assembly of a fully operational, pole-mounted, portable closed circuit television (CCTV) camera system. The portable camera system is to have a variable mounting assembly that allows the portable camera assembly to be temporarily mounted on utility, lighting, and ITS poles as well as directly to buildings.

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All portable camera units shall contain the camera assembly, enclosure, power, communications interface, and ancillary equipment described herein and necessary for proper operation. Portable camera unit shall be capable of being powered via 110V-240V wired or be solar powered with batteries.

9.1 Materials:

General Material Requirements:

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

The portable camera unit and all associated control and electronics equipment, including camera assembly, camera enclosure, power and communications equipment, all necessary appurtenances and control software may be furnished by different manufacturers, but the vendor must deliver portable camera units to the Department as completely assembled units.

All portable camera units must be compatible with the Department's existing video management software. *Existing video management software is exaqVision, developed by Tyco Security Products.* The Department will be responsible for procuring and activating any licenses that will be required to fully integrate portable cameras into the video management software.

9.2 Camera Assembly:

Provide one (1) fully-integral Internet Protocol (IP) network camera assembly meeting the following minimum requirements:

- a) Full-color, full motion video
- b) Auto Focus including manual override
- c) Auto iris control including manual override
- d) Automatic image stabilization
- e) Fixed or PTZ
- f) Automatic Day/Night imaging with manual override.
- g) Video output compatible with H.264 and Motion JPEG standards.
- h) Environmental:
 - 1. Integrated housing environmentally sealed. Dust and air tight, meeting or exceeding NEMA 4X requirements. Housing is to be optically clear, anti-glare, UV inhibiting, impact/scratch resistant, and of a sufficient thickness to withstand maintenance, cleaning, and travel.
 - 2. Field hardened for long-term outdoor deployment in highway and marine environments.
 - 3. Operational temperature ranging from -40 to 140 degrees Fahrenheit with 0-100% relative humidity, non-condensing.
 - 4. Ability to withstand sustained 90 mph winds.
- i) Power input: Compatible with integrated solar or battery array.
- j) Connectors: RJ-45 Ethernet 10BASE-T/100BASE-TX, IP-66 rated.
- k) Encoding:
 - 1. Integrated to the camera assembly to support digital video transmission as well as PTZ control through an Ethernet network connection.
 - 2. Support and comply with the following standards and network protocols: IPv4/v6, HTTP, HTTPS, TCP, UDP, ICMP, IGMP, ARP, RTP, RTSP, DCHP, SNTP, SNMP.
 - 3. Support H.264 (MPEG4, part10) format or higher.

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4. MJPEG frame rate of up to 30 frames per second at 1080p, 720p, D1, 4CIF, and CIF frame sizes.
5. Support both unicast and multicast video.

9.3 Enclosure:

Provide a fully integrated, environmentally sealed, hinged, lockable enclosure sufficiently sized to house the CCTV camera, power, and communications equipment.

9.4 Power Supply:

Provide a fully-integrated power supply capable of providing power via a permanent 110V-240V hard wired power supply.

a) Solar Array

1. Provide a 12 Volt photovoltaic solar array of a size sufficient to recharge portable camera unit in full sunlight at a rate of six hours of recharging per 24 hours of operation.
2. Array shall be capable of rotating independently of the structure and allow a tilt of 0 to 40 degrees relative to the horizontal.
3. All panels are to be UL listed.
4. Mount and all mounting hardware are to be corrosion resistant.

b) Batteries:

1. Provide batteries, including all necessary accessories and wiring to provide for continuous operation of the portable camera unit and all related equipment for three (3) continuous days without sunlight or recharging. Batteries are to be integral to the overall unit housing and shall not be located in a separate enclosure.

9.5 Mounting:

Provide a variable mounting assembly that allows the portable camera assembly to be mounted on utility, lighting, and ITS poles as well as directly to buildings.

9.6 Communications:

Embedded and fully integrated 4G cellular modem. Antennae are to be mounted externally to the portable CCTV system enclosure. Provide 4G cellular modem that is compatible with the Verizon cellular data network and size/configured properly to live stream digital video at a frame rate of 30 fps in a MJPEG or H.264 format.

9.7 Construction:

General Delivery Requirements:

Deliver fully assembled and integrated Portable Camera System to the Department specified location.

Following the successful testing, delivery, inspection and acceptance for the first of each type of Portable Camera System ordered, each additional items and/or components shall be delivered to the Department within ninety (90) working days from the date of the individual purchase order. The Contractor must notify the Department of delivery at least three (3) days prior to the expected delivery date.

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

9.8 Testing Requirements:

Prior to delivery, complete a Factory Acceptance Test for every Portable Camera System Unit being furnished. Prior to delivery of the first unit, provide for approval, a Factory Acceptance Testing Procedure and Checklist.

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Do not furnish any units prior to approval of the Testing Procedure and Checklist. All units furnished must include a completed and signed copy of the Factory Acceptance Testing Checklist. Factory Acceptance Testing must include the following at a minimum:

- a) A verification of all performance requirements contained herein related to the camera assembly, power supply, communications equipment, and portable camera mounting apparatus.
- b) A verification of all performance elements contained within the vendor's catalog cuts and shop drawings.

Prior to the delivery of the first unit, provide written verification confirming that the proposed portable camera system meets all video display and control requirements utilizing the ExaqVision video management software. Written verification must be signed by representatives from both Tyco Security Products and the portable camera system vendor.

9.9 Documentation:

Provide the following documentation for each Portable Camera System Furnished:

- a) All User and Assembly Manuals
- b) Maintenance Manuals and recommended maintenance procedures
- c) All furnished warranties and guarantees.
- d) Verification of Completion of Factory Acceptance Test and Testing results for individual units being furnished.

9.10 Measurement and Payment: Each

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

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STATE OF DELAWARE
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FORM 1

CONTRACT NO.: 1919-CAMERA_SYS TITLE: PORTABLE CAMERA SYSTEMS
DEADLINE TO RESPOND: Tuesday, June 4, 2019 prior to 2:00 PM (local time)

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 3, 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)

| |
|-------------|
| 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 _____

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
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FORM 3

SUBCONTRACTOR INFORMATION FORM

| PART I – STATEMENT BY PROPOSING VENDOR | | |
|---|--|--------------------|
| 1. CONTRACT NO. RFP 1919-CAMERA_SYS | 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

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FORM 4

BID PAGE

RFP 1919 - PORTABLE CAMERA SYSTEMS

Bidder: _____

| DESCRIPTION | UNIT | PRICE |
|---|------|-------|
| 6.0 Portable Camera System – TYPE I Trailer Mounted | Each | \$ |
| 7.0 Portable Camera System –TYPE II Trailer, Multiple Cameras, Lighting, Generator | Each | \$ |
| 8.0 Portable Camera System –TYPE III Vehicle Tow Hitch Mount | Each | \$ |
| 9.0 Portable Camera System –TYPE IV Pole & Building Mount | Each | \$ |

Vendors may bid on any or all Portable Camera Systems defined.

REMINDERS:

SPARE PARTS -

Attach separate list per Section 3 of Appendix A - Specifications

TRAINING -

Attach separate price per Section 4 of Appendix A - Specifications,
to provide the maximum price to perform one Operations Training class and one Maintenance Training class as described.

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Attachment 2

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

| State of Delaware | | | | | | | | | | | | | | | | | | | |
|--|--------------------------|--------------------------------------|--|---|------------------------------|----------------------------|---|--|-----------------------------------|---|-------------------------------------|--|--|--------------------------------------|---|---------------------------------------|----------------------|--|--|
| Subcontracting (2nd tier) Quarterly Report | | | | | | | | | | | | | | | | | | | |
| Prime Name: | | | | | | | Report Start Date: | | | | | | | | | | | | |
| Contract Name/Number | | | | | | | Report End Date: | | | | | | | | | | | | |
| Contact Name: | | | | | | | Today's Date: | | | | | | | | | | | | |
| Contact Phone: | | | | | | | *Minimum Required | | | Requested detail | | | | | | | | | |
| Vend or Name * | Vend or TaxID * | Contra ct Name/ Numbe r* | Vendo r Conta ct Name * | Vendo r Conta ct Phone * | Repo rt Start Date* | Repo rt End Date* | Amount Paid to Subcontract or* | Work Performed by Subcontract or UNSPSC | M/WBE Certifyi ng Agency | Veteran/Serv ice Disabled Veteran Certifying Agency | 2nd tier Suppli er Name | 2nd tier Suppli er Addre ss | 2nd tier Suppli er Phone Numb er | 2nd tier Suppli er email | Descripti on of Work Performe d | 2nd tier Suppli er Tax Id | Dat e Pai d | | |
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Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor
 Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

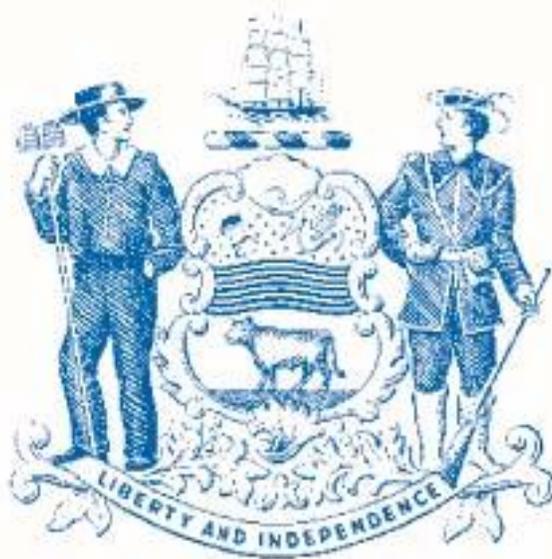
State of Delaware
Office of Supplier Diversity
Certification Application

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.**