



Department of Safety and Homeland Security
303 Transportation Circle
Dover, DE 19901

State of Delaware
In-Building Communications Enhancement
Request for Proposal
Contract No. SHS-11-012-InBldgComE

August 10, 2011

- Deadline to Respond -
Friday, September 16, 2011
3:00 PM EDT

STATE OF DELAWARE
Department of Safety and Homeland Security

Date: August 10, 2011

CONTRACT NO. SHS-11-012-InBldgComE

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for SHS-11-012-InBldgComE. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. SHS-11-012-InBldgComE

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
 - a. Attachment 1 - No Proposal Reply Form
 - b. Attachment 2 - Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 - Office of Minority and Women Business Enterprise Certification Application
 - k. Appendix A – Scope of Work details
 - l. Appendix B – Pricing Form(s) and Instructions (if applicable)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by Friday, September 16, 2011 3:00 PM EDT to be considered.

Proposals must be delivered to:

Department of Safety and Homeland Security
303 Transportation Circle
Dover, DE 19901

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Tom Kadunce at (302) 697-4486 or email Tom.Kadunce@state.de.us

STATE OF DELAWARE
Department of Safety and Homeland Security

I. INTRODUCTION:

A. PURPOSE:

The purpose of this Request for Proposal is to obtain sealed proposals for the design and installation of In-Building 800MHz Coverage Enhancements for various buildings throughout the three counties in Delaware. This is a follow-up to the major effort to improve the communication coverage of “first responders” to critical needs such as fire, police and health emergencies. It is the goal of this Request for Proposal to identify and contract with multiple qualified vendors for purposes of implementing In-Building 800MHz Coverage Enhancements for various buildings throughout the three counties in Delaware.

1. COMPETITIVE SEALED PROPOSAL:

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors 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. CONTRACT REQUIREMENTS:

This contract will be issued for the design and installation of In-Building Communications Enhancement solutions

3. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. The basis for such selection shall be: price, product evaluation, and prior history of service and capability. **The intent is to award this contract to a single vendor.**

4. CONTRACT PERIOD:

Each Vendor's contract shall be valid for a three (3) year period from October 1, 2011 to September 30, 2014. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and the Department of Safety and Homeland Security. Negotiation may 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.

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B. KEY RFP DATES/MILESTONES:

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	August 10, 2011
Mandatory Pre-bid Conference	Tuesday, August 30, 2011 at 9:30 AM EDT
Written Questions Due No Later Than (NLT)	Thursday, September 1, 2011 by email
Written Answers Due/Posted to Website NLT	Friday, September 2, 2011
Proposals Due NLT	Friday, September 16, 2011 at 3:00 PM EDT
Public Proposal Opening	Friday, September 16, 2011 at 3:00 PM EDT
Proposal Evaluation/Presentations as required	TBD
Vendor Best & Final Discussions, as required	TBD
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS:

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

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 Thursday, September 1, 2011 by email. All questions will be answered in writing by Friday, September 2, 2011 and posted on <http://bids.delaware.gov> and <http://dshs.delaware.gov/information/rfp.shtml> websites. 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.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person 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.

Tom Kadunce
Division of Communications
3050 Upper King Rd
Dover, DE 19904-6410
Tom.Kadunce@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is preferred, but other forms of delivery, such as postal and courier services can also be used.

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E. 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 that business.

II. SCOPE OF WORK:

A. OVERVIEW:

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for In-Building Communications Enhancement as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND:

The State's existing Digital 800 MHz Trunked Radio System consists of a 1994 vintage Motorola SmartZone 3.X Digital Astro trunking architecture (see Appendix 2. The RF infrastructure provides for high performance in-street and in-building coverage from State-owned and private tower sites that are strategically located within the boundaries of the State of Delaware, including portions of the Delaware River and Delaware Bay. The system provides interoperability for all state, county, and local first responders and other governmental services within the entire state. Each county operates a centralized Emergency Communications Center that dispatches Fire/EMS and Police services. There are three simulcast SmartZone sub-systems; one for each county.

C. STATEMENT OF NEEDS:

This project is intended to align the State with multiple qualified Contractors to provide in-building communications enhancements for any government complexes, schools and other Critical One buildings within the jurisdiction of the State. Critical One ("C1") buildings are those that have high life-safety risks such as schools, hospitals, retirement centers, etc.

D. DETAILED REQUIREMENTS:

Brief history of the organizations, including accreditation status, if applicable.

Offeror's experience, if any, providing similar services. At least three references are required (See § 17 – Special Provisions).

Brief history of the subcontractor(s) of the organization, if applicable. At least three references of subcontractor(s), are required.

Describe the methodology/approach used for this project including a sample work plan and time line.

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in Appendix B.

III. FORMAT FOR PROPOSAL:

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 RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE:

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures **MUST** be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

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 the State of Delaware.

D. CONCISE PROPOSALS

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.

E. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Department of Safety and Homeland Security

F. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal

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G. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT:

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES:

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

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, 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.

K. BID BOND REQUIREMENT:

Bid Bond Waived.

L. PERFORMANCE BOND REQUIREMENT:

Performance Bond Waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with five (5) paper copies and one (1) electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 3:00 PM EDT on Friday, September 16, 2011. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

- A. U.S. Mail (***not recommended because the mail is not delivered to this building at a set time***):
Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903
- B. Other Delivery: Department of Safety and Homeland Security
Office of the Secretary, Attn: Central Fiscal Office
303 Transportation Circle, Suite 220
Dover, Delaware 19901

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Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 3:00 PM EDT on Friday, September 16, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. 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 receipt 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.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through November 30, 2011. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS:

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

P. 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 hour and date specified as the deadline for submission of proposals.

Q. 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 stamped upon receipt.

R. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov> and <http://dshs.delaware.gov/information/rfp.shtml>. 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 Request for Proposals.

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S. INCURRED EXPENSES:

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

T. ECONOMY OF PREPARATION:

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.

U. 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) 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) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS:

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. The Department of Safety and Homeland Security will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

W. BUSINESS REFERENCES:

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION:

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Department of Safety and Homeland Security.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

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Y. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. CONFIDENTIALITY:

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

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

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

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

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

AA. ATTACHMENTS:

- Attachment 1 - No Proposal Reply Form
- Attachment 2 - Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 - Office of Minority and Women Business Enterprise Certification Application
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions (if applicable)

IV. **PROPOSAL EVALUATION PROCEDURES**

A. **GENERAL ADMINISTRATION**

1. **STATE'S RIGHT TO REJECT PROPOSALS**

The Department of Safety and Homeland Security reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, 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.

2. **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.

3. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card 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).

4. **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 by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

A. U.S. Mail (***not recommended because the mail is not delivered to this building at a set time***):

Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903

B. Other Delivery: Department of Safety and Homeland Security

Office of the Secretary, Attn: Central Fiscal Office
303 Transportation Circle, Suite 220
Dover, Delaware 19901

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

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5. PUBLIC OPENING OF PROPOSALS:

The proposals shall be publicly opened at the time and place specified by the Agency. 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.

6. 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:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. 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 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. 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.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.
- h. Failure to return the NON-COLLUSION STATEMENT provided near the end of this package with the bid or proposal shall be cause for disqualification. The bid or proposal marked "Master" or "Original" must have handwritten signatures. Signature stamps or photocopies of this form are not acceptable for the master proposal. Photocopies of the form may be used in any additional copies of the bid or proposal.

7. 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.

8. 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.

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B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:

The Department of Safety and Homeland Security shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsive;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- 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 offeror's financial, physical, personnel or other resources, including subcontracts;
 - b. The offeror's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the offeror is qualified legally to contract with the State;
 - e. Whether the offeror supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined 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.

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C. PROPOSAL EVALUATION COMMITTEE:

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

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the 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:
 - price, product evaluation, and prior history of service and capability.

D. REQUIREMENTS OF THE VENDOR:

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

Brief history of the organizations, including accreditation status, if applicable.

Offeror’s experience, if any, providing similar services. At least three references are required (See § 17 – Special Provisions).

Brief history of the subcontractor(s) of the organization, if applicable. At least three references of subcontractor(s), are required.

Describe the methodology/approach used for this project including a sample work plan and time line.

Information as requested in Appendix A and B as well as insurance certificates and business license.

E. CRITERIA AND SCORING:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Technical - Satisfaction with meeting scope of work	30	30
2.	Overall responsiveness to the RFP - Proposal	25	25
3.	Experience - qualifications	15	15
4.	Performance/References	10	10
5.	Pricing Considerations	20	20
.	TOTAL SCORE	100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal’s response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

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- 1. TECHNICAL - SATISFACTION WITH MEETING SCOPE OF WORK** 30
- 1A Radio Coverage Compliance and Proof of Delivery
 - In-Building RF Coverage Performance
 - RF Coverage Compliance and Guarantees Provided

 - 1B Effective Design for Minimal Interference Susceptibility
 - Does the proposed design provide high resistance susceptibility to interference?

 - 1C System Design Reliability, Redundancy and Fault Tolerance
 - Utilizes Fault Tolerance Appropriately
 - Utilizes Distributed Architecture Appropriately

 - 1D System Expandability and Future Technology Migration
 - Is the proposed System migratable to the 700 MHz PS band?
 - Can the proposed system easily migrate to 700 Mhz for future channel capacity and growth?

 - 1E Current Technology and State of the Art Level (Technology Risk)
 - Proposed Technology in what stage of lit's life cycle?
 - Is the technology fully deployed with a proven track record?

 - 1F Compliance with Industry Standards
 - Proposal complies with strategic industry technical/regulatory standards
- 2. OVERALL RESPONSIVENESS TO THE RFP - PROPOSAL** 25
- 2A Exceptions to the RFP Requirements
 - Minor Exceptions, Moderate Exceptions, Major Exceptions Weighted

 - 2B Quality and Completeness of the Proposed Statement of Work
 - Is the proposed SOW complete, sensible, well thought out and highly applicable?

 - 2C Quality, Practicality, Completeness and Timeliness of the Implementation Plan

 - 2E Completeness of the Detailed Pricing Inventory
 - Is the pricing proposal broken out sufficiently as requested?

 - 2F Completeness of Equipment Inventory
 - Does the equipment inventory align with the scope of work?

 - 2G Quality of the System Diagrams and Drawings
 - Has there been sufficient due diligence in engineering drawings and diagrams?

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F. 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 Procurement Evaluation Committee may issue a request for Best and Final Offers from the vendor(s).

G. 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. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

H. 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.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. MANDATORY PREBID MEETING:

A mandatory pre-bid meeting has been scheduled for Tuesday, August 30, 2011 at 9:30 AM EDT.
Department of Safety and Homeland Security
Office of the Secretary, Secretary's Conference Room
303 Transportation Circle, Suite 220
Dover, Delaware 19901

This is a mandatory meeting. *If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.*

VI. DEFINITIONS AND GENERAL PROVISIONS

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

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" 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.

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.

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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.
- 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. Vendor usage reports for previous awards may be found at <http://contracts.delaware.gov/>. 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. **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 the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. **PRICES QUOTED:**

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

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

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5. **PUBLIC INSPECTION OF PROPOSALS:**

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

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the 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(d), and briefly stating the reasons that each document meets the said definitions.

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

6. **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, by its employees, or by its subcontractor (s).

7. **PERMITS AND LICENSES:**

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

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8. **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.

9. **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.

10. **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.

11. **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 invoice from the vendor.

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

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

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

13. **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.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. 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.

14. **MOST FAVORED CUSTOMER:**

The Vendor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered, they must also apply to the subject contract.

15. **PRICE ADJUSTMENT:**

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

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If agreement is reached to extend this contract beyond the initial three (3) year period, the Department of Safety and Homeland Security shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

16. **SHIPPING TERMS:**

FOB Destination, freight prepaid.

17. **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.

18. **MANDATORY INSURANCE REQUIREMENTS:**

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

a. As a part of the contract requirements, the Vendor shall 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 Vendors shall carry Comprehensive General Liability and all other coverages listed below.

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

And

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

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

c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

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

Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903

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

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19. **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 one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department. <https://onestop.delaware.gov/osbr/public/Home.jsp>

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.

20. **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:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. 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.

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21. **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 purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

22. **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.

23. **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.

24. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

25. **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 Vendors.

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A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to contracting@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

26. **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, fax or computer on-line systems.

27. **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.

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28. **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.

29. **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.

30. **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.

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31. **VENDOR RESPONSIBILITY:**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

32. **VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

33. **ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

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

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

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

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found:

<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

34. **PERSONNEL/EQUIPMENT/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.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

35. **MINIMUM WAGE RATES:**

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

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36. **TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:**

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. 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.

37. **TERMINATION OF CONTRACT:**

As a central contract, the contract resulting from this RFP may be terminated as follows by the Department of Safety and Homeland Security.

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 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.

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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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

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43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

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48. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

49. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful vendor and The Department of Safety and Homeland Security.

50. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

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

51. **AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

52. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, 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
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

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53. **ASSIGNMENT:**

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

54. **NOTICE**

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

Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903

55. **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 dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

C. AWARD AND EXECUTION OF CONTRACT

1. 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.

2. MATERIAL GUARANTY:

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

3. AWARD OF CONTRACT:

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

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.

5. 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.

6. THE CONTRACT(S):

The contract(s) with the successful Vendor(s) will be executed with the Department of Safety and Homeland Security acting for all participating governmental entities.

7. INFORMATION REQUIREMENT:

The successful Vendor's shall be required to advise and provide the Department of Safety and Homeland Security of the gross costs associated with this contract.

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VII. PROPOSAL REPLY SECTION for CONTRACT NO. SHS-11-012-InBldgComE

In-Building Communications Enhancement

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, the Department of Safety and Homeland Security by Friday, September 16, 2011 3:00 PM EDT at which time bids will be opened.

A mandatory pre-bid meeting has been scheduled for Tuesday, August 30, 2011 9:30 AM EDT.

Department of Safety and Homeland Security
Office of the Secretary, Secretary's Conference Room
303 Transportation Circle, Suite 220
Dover, Delaware 19901

This is a mandatory meeting. *If a Vendor does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.*

Proposals must be delivered to:

A. U.S. Mail (***not recommended because the mail is not delivered to this building at a set time***):

Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903

B. Other Delivery: Department of Safety and Homeland Security

Office of the Secretary, Attn: Central Fiscal Office
303 Transportation Circle, Suite 220
Dover, Delaware 19901

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

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

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

Department of Safety and Homeland Security and address

NO PROPOSAL REPLY FORM

CONTRACT # SHS-11-012-InBldgComeE CONTRACT TITLE: In-Building Communications Enhancement

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

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

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

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Department of Safety and Homeland Security

CONTRACT NO.: SHS-11-012-InBldgComE **TITLE:** **In-Building Communications Enhancement**
OPENING DATE: Friday, September 16, 2011

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 Safety and Homeland Security

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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 Safety and Homeland Security

COMPANY NAME _____

Check one)	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACT NO. SHS-11-012-InBldgComE
Contract Name In-Building Communications Enhancement
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	

2.	

3.	

CONTRACT NO. SHS-11-012-InBldgComE
Contract NameIn-Building Communications Enhancement

Business References

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

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

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

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

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

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

STATE OF DELAWARE
Department of Safety and Homeland Security

SUBCONTRACTOR INFORMATION FORM

ATTACHMENT 7

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. SHS-11-012-InBldgComE	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE 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	
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

State of Delaware
Office of Minority and Women Business Enterprise
Certification Application



Complete application and send via email, fax or mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>
Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>



State of Delaware

In-Building Communications Enhancement Design, Installation and Performance Standards

APPENDIX A TECHNICAL SECTION

June 23, 2011

**State of Delaware
In-Building Enhancements Design, Installation
And Performance Standards**

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State of Delaware
In-Building Enhancements Design, Installation
And Performance Standards

1.0 GENERAL INFORMATION AND SPECIFICATIONS

1.1 INTRODUCTION

The State of Delaware (“SOD”) is soliciting proposals from Offerors capable of providing In-Building Communications Enhancement solutions for selected private and public buildings within the jurisdictional boundaries of the State of Delaware.

The Offeror shall provide a turnkey system including software, hardware, ancillary equipment, and necessary subsystems, which results in a fully integrated and operational communications system meeting the requirements of this Request for Proposal (hereinafter collectively referred to as the “System”).

This project is intended to align the State with multiple qualified Contractors to provide in-building communications enhancements for any government complexes, schools and other Critical One buildings within the jurisdiction of the State. Critical One (“C1”) buildings are those that have high life-safety risks such as schools, hospitals, retirement centers, etc.

The State recently completed a major coverage and functionality expansion of their Motorola 800 MHz Digital Smartzone Simulcast System. The System expansion is designed specifically to enhance in-building coverage with 6 dB residential signal margins in all three counties. Other protected service areas include:

- City of Wilmington, NCC, 18 dB
- City of Newark, NCC, 18 dB
- City of Dover, KC, 18 dB
- City of Milford, KC, 10 dB
- Georgetown, SC, 10 dB
- Rehoboth, SC, 18 dB

The radio coverage design philosophy is to (1) strategically locate up to 11 simulcast sites (limited in number by technology) in each county to cover the majority of the Critical One Buildings, (2) utilize fixed in-building enhancement solutions for those that do not pass performance testing and (3) deploy in-band vehicular repeater systems for on-demand back-up enhancements.

This RFP will be the basis for the design, implementation and testing of all future in-building enhancement deployments in the SOD. Specific details of the building requirements will be outlined in a building-specific Task Order.

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In-Building Enhancements Design, Installation
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1.2 DEFINITIONS

These terms used within this Agreement have the following meanings :

- a) "Acceptance Date" shall be the date the system is accepted.
- b) "Acceptance Tests" means those tests described in the Statement of Work.
- c) "Agreement" means the main body of an Agreement, the Contract Documents, and any amendments to this Agreement.
- d) "C1" means Critical 1 Building which is considered a high life-safety risk structure.
- d) "CATP" means the Coverage Acceptance Test Plan, described in the RFP and Statement of Work.
- e) "Detailed Design Review" is the intellectual process of finalizing engineering, operational, and any other requirements necessary prior to System Implementation.
- f) "Day", for purposes of computing time when performance is due, means one (1) calendar day, unless specifically noted otherwise.
- g) "Effective Date" means that date upon which the last party to sign this Agreement has executed the Agreement. The "Effective Date" shall be the date inserted on the first page of this Agreement.
- h) "Equipment" means the equipment that the State purchases from Offeror under this Agreement. Equipment that is part of the System is described in the Equipment List.
- i) "FAA" means the Federal Aviation Administration.
- j) "FATP" means the Functional Acceptance Test Plan, described in the Statement of Work.
- k) "FCC" means the Federal Communications Commission.
- l) "FDMA" means frequency division multiple access
- m) "Final System Acceptance" shall mean acceptance of the System.
- n) "Fixed Network Equipment" or "FNE" means all hardware and software permanently installed in a fixed location and used to transmit and receive radio signals.
- o) "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Offeror or the Offeror Software infringes upon the third party's U.S. patent, trademark, copyright or other Proprietary Right. With respect to non-U.S. claims, the claim must originate from a country where Offeror sells the applicable product and that has established intellectual property laws.
- q) "Materials" means, unless otherwise specified, all hardware, firmware, documentation, and other materials, equipment, and things used in the performance of or supplied under this Agreement.
- r) "Offeror" includes Offeror, its agents and employees.
- s) "Offeror Software" means Software that Offeror owns.
- t) "Non-Offeror Software" means Software that Offeror does not own.

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- u) “Project” means the effort and activities associated with the definition, engineering, provision, delivery, installation, construction, configuration, optimization, testing, training, and acceptance of the System as defined in this Agreement, and concluding with Final System Acceptance.
- v) “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, Software, Materials utilized in the System, including those created or produced by Offeror under this Agreement, and any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Offeror or another party.
- w) “Software” means the Offeror and Non-Offeror Software in object code format that is furnished with the System or listed on the Equipment List
- x) “Statement of Work” shall mean the description of the work to be performed by the parties, including the services that will be provided by Offeror and its sub-contractors to install, optimize, implement, and test the system and its equipment, hardware, materials, and software components.
- y) “System” shall mean the radio communication system comprised of the Equipment and Software to be furnished by Offeror to the State pursuant to the terms set forth in the Contract Documents.
- z) “System Implementation” means the process of engineering, permitting, licensing, equipment manufacturing, installation, and testing of the System.
- aa) “TDMA” means time division multiple access

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1.3 BACKGROUND AND GENERAL DESCRIPTION OF WORK

1.4 SCOPE OF WORK

The Offeror to whom a contract is awarded (hereinafter the “Contractor”) shall assume complete responsibility for engineering, furnishing, and installing and testing the System. The Contractor shall be responsible for System performance, including a guarantee of radio coverage; installation of base station equipment, amplifiers, signal couplers, antennas and cables, UPS subsystems, etc.

Offerors shall propose a complete and fully operational System. If the System as installed does not meet these Technical Requirements as outlined in this document and any resulting contract, any costs associated with additions or modifications required to meet those technical requirements to the satisfaction of the SOD shall be at the sole expense of the Contractor.

1.5 CURRENT SYSTEM DESCRIPTION

1.5.1 800 MHZ VOICE RADIO SYSTEM

The State’s existing Digital 800 MHz Trunked Radio System consists of a 1994 vintage Motorola SmartZone 3.X Digital Astro trunking architecture (see Appendix 2. The RF infrastructure provides for high performance in-street and in-building coverage from State-owned and private tower sites that are strategically located within the boundaries of the State of Delaware, including portions of the Delaware River and Delaware Bay. The system provides interoperability for all state, county, and local first responders and other governmental services within the entire state. Each county operates a centralized Emergency Communications Center that dispatches Fire/EMS and Police services. There are three simulcast SmartZone sub-systems; one for each county.

New Castle County (NCC) contains approximately 426 square miles of service area with heavy populated areas in Wilmington and Newark. The NCC simulcast sub-system has eleven traditional simulcast sites (Iron Hill - leased, Claymont - leased, Bissell, Talley, Lums, Smyrna, Newark - rooftop, Wilmington - rooftop, North Talleyville - leased, Hockessin - leased, and Middletown) and three multi-cast sites (Wilmington IR, Winterthur IR -leased and Pike Creek IR - leased). The following are microwave only sites which do not contain any RF equipment: Turnpike, RECOM, NCC Radio Shop, Bear, Wilmington PS - rooftop, and Wrangle Hill. The multi-cast sites are fully integrated into the SmartZone System for ubiquitous wide-area coverage. The majority of the simulcast sites are interconnected with OC-3 digital microwave telecommunications links. The Winterthur multi-cast site is interconnected to the system through a leased T1 line. The prime simulcast control

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site is located at Lums Pond Tower Site, which is also a co-located remote simulcast site. The Master Control Site is located at the Smyrna Tower Site. The main public safety dispatch center for NCC is located at the RECOM center near Minquadale.

Kent County (KC) is approximately 590 square miles of service area with the City of Dover as a heavy populated area. The KC simulcast sub-system has eight traditional simulcast sites (Smyrna, Dover HQ, Lake Forest, Hartly - leased, Harrington - leased, Woodside - leased, Dover PD, and Milford). The following are microwave only sites: Dover Sign Shop, and Kent Radio Shop. The majority of the simulcast sites are interconnected with OC-3 digital microwave telecommunications links. The prime simulcast control site is located at Dover HQ Tower Site, which is also a co-located remote simulcast site. The main public safety dispatch center for KC is located at the KENTCOM center in Dover.

Sussex County (SC) is approximately 938 square miles of service area consisting primarily of farmland, small towns, and heavy seasonal population in the beach areas. The SC simulcast sub-system has eleven traditional simulcast sites (Milton, Seaford, Dagsboro, Rehoboth RT1 – leased, Rehoboth - Water Tank, Bethany, Georgetown – leased, Sussex Radio Shop, Lewes, Williamsville, and Laurel). The following are microwave only sites: SUSCOM and Georgetown DOT. The majority of the simulcast sites are interconnected with OC-3 digital microwave telecommunications links. The prime simulcast control site is located at Milton Tower Site, which is also a co-located remote simulcast site. The main public safety dispatch center for SC is located at the SUSCOM center near Georgetown.

Frequency assignments are outlined in Appendix 3 of this RFP.

1.5.2 VHF/UHF ANALOG PAGING SYSTEMS

Each County operates an independent VHF or UHF analog paging system for alerting Fire and EMS emergency. In-building enhancements associated with these Technical Requirements do not include these radio systems.

1.6 SYSTEM FUNCTIONAL OBJECTIVES

The System Functional Objectives are to:

- Provide interference-free communications throughout the Building under enhancement

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- Deploy a System that will not cause interference to the SOD donor system, other private and commercial communication systems, whether inside or outside the Building
- Provide a System Design that is standardized in all Buildings throughout the State of Delaware and one which is designed for easy maintenance by personnel
- Deliver 95% in-building coverage within all location of the Building(s) with the exception of any areas outlined in the Task Order, for the specified commercial/private systems outlined in the Appendix.
- Provide a System that is capable of both pre- and post-800 MHz rebanding performance without significant modifications
- Deliver audio quality for public safety systems no less than DAQ 3.4
- Deliver audio quality and data throughput for any specified commercial systems to their marketed, individual standards of performance
- Obtain a System Design that is compatible with future modulation types including TDMA
- Obtain a System Design that is characteristic of minimum multipath for enhanced voice and data communications
- Deploy a System capable of self-diagnosis and remote alarming for System failures
- Deploy a System capable of operating a minimum of two hours without dependency on commercial or auxiliary building power.

1.7 MAJOR SYSTEM COMPONENTS

The major components of the System are anticipated to include:

- Class B Bi-directional amplifiers
- (DAS) Distributed Antenna System consisting of strategically located antennas connected by coaxial cable through signal couplers
- (UPS) Uninterruptible Power System for extended power supply
- Diagnostic auto-dialer for alarm reporting
- Specialized signal filters

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1.8 SERVICES TO BE PROVIDED BY THE CONTRACTOR

1.8.1 Turnkey

The SOD contemplates a “turnkey” form of system design, construction, installation, testing, and delivery of a completely operational System as specified by these Technical Requirements and any resulting agreement. The word “turnkey” means that the Offeror assumes complete responsibility to make the system components provided, installed, and tested by the Offeror operate in the manner and purpose for which the components were designed. Further, the Offeror will be responsible to ensure that all provided and installed components operate as a system providing the full communications functionality as described in the Offeror’s proposal.

Offerors may propose to sub-contract major subsystems in lieu of a complete turnkey System. The Offeror shall be responsible for the systemic operation of any sub-contracted items.

The Contractor shall furnish **all** materials, equipment, tools, skills, engineering, and labor of all kind necessary to deliver, install, test, and implement the System components provided. The Offeror’s work shall be performed in a workmanlike and timely manner consistent with these Technical Requirements and any resulting agreement. The Contractor assumes full responsibility for materials and equipment employed in construction of the System and agrees to make no claims against the state for damages to such materials or equipment except for that which is caused solely by the state, its employees or agents.

Throughout this document the term “System” shall apply equally to a completely operational system that includes all major subsystems, or individual subsystems defined above, as appropriate to the Offeror’s proposal.

1.8.2 System Design

The Contractor shall be solely responsible for the design of the In-Building Communications Enhancement System. The Contractor shall acknowledge that it has made a complete inquiry into the existing private and commercial communication systems currently in use by the state and that the proposed System is capable of delivering the required coverage enhancements.

Any and all changes required due to the System’s inability to meet the contractual System performance criteria shall be provided by the Contractor at the Contractor’s sole expense. Any changes in the System not contemplated by the Contractor’s response to the RFP or the resulting agreement, that may be required to correct deficiencies because the Contractor has failed to satisfy the coverage requirements of these Technical Requirements RFP and any resulting agreement shall be provided by the Contractor at the Contractor’s sole expense.

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1.8.3 Detailed Design Review

The Contractor shall perform a comprehensive Detailed Design Review (“DDR”) with representatives of the State prior to project commencement. The SOD shall actively participate in the detailed design of the entire System with the Contractor. Offerors shall note, however, that SOD participation in the detailed design and detailed design review shall in no way relieve the Contractor from full responsibility for system performance. Completion of the detailed design process shall take place upon mutual agreement between the Contractor and the SOD. Detailed design documents shall be supplied to the State in both electronic (original file format) and paper format. The Contractor shall supply six (6) copies of the detailed design document in both electronic (CD-ROM) format and paper format. The detailed design shall include, at a minimum, the following items for all system elements:

- Basic Building Plans or Diagrams
- Revised detailed statement of work
- Revised detailed implementation plan
- Revised project schedule
- System Detailed Bandpass and Reject Frequency Plan
- FCC regulatory compliance review
- Commercial Carrier Approval of Design (if applicable)
- Private Licensee Approval of Design (if applicable)
- Network and Subsystem Block Drawings
- Line Item Equipment Lists
- Racking/Floor/Wall plan Drawings
- Physical Site Requirements
- Power and HVAC Requirements
- Antenna Subsystems
- Failure Mode Analysis
- Upgrade Strategy/Preliminary Cutover Plan/Downtime Requirements
- Change Orders
- Test plans
- Maintenance Training
- Spares Inventory

1.8.4 Integration

The Contractor shall be solely responsible for the proper installation and interfacing of all equipment provided pursuant to these Technical Requirements, RFP and any resulting agreement. In circumstances where existing equipment of the SOD is being utilized in the System, the Contractor shall warrant that the equipment provided by the Contractor shall fully perform in strict conformance to these

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specifications and conditions, and said Equipment shall be compatible with the State's existing communications system.

1.8.5 Building Inspection and Testing

Prior to the completion of the detailed design phase, the Contractor shall have completed a final Building inspection by qualified personnel and agree that the present condition of the facility is acceptable to the Contractor and that the System can be installed in a workable condition. The SOD fully anticipates the Offeror will need to execute some level of preliminary signal penetration testing during the Building inspection. For testing of buildings outside the coverage of existing sites, the use of a test transmitter in conjunction with an in-building audit is strongly recommended.

The SOD will assist the Offeror with necessary frequency coordination for testing purposes.

The Contractor shall agree to correct malfunctions, hardware defects, and failures of the System to perform in strict conformance with these specifications, RFP and any resulting agreement. The Contractor shall, prior to installation of the System, re-inspect the facility and shall identify, in writing, to the SOD any changes in the Building since the initial inspection that may affect the System. If the Contractor fails to re-inspect the Building prior to installation of components of the System, it shall thereafter be liable for any failure of the System to perform in conformance with these specifications, RFP and any resulting agreement caused, in whole or in part, by changes at any site.

1.8.6 Installation and Alteration

Prior to installing any components of the System at any Building, the Contractor shall determine and ensure that the construction and alterations required for the System to be properly installed, including the following, are present, sufficient, and appropriate at each Building:

- Access
- Electrical power
- Commercial or private telephone service
- Wiring
- Donor signal levels
- Standards-compliant site grounding
- Environmental controls and equipment
- UPS and emergency generators
- Towers or other appropriate antenna support structures
- Floor and rack space.

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All of the Contractor's work shall comply with all applicable federal, state, and local codes and ordinances.

1.8.7 Existing System Interruptions

The Contractor fully understands that the proposed System will often operate "alongside" or in conjunction with the SOD's current 800 MHz LMR system. The Contractor also understands that no interruption in the existing State 800 MHz LMR communications system can be tolerated due to the commitment of the SOD to provide for the health, welfare, and safety of its citizens. Therefore, the Contractor agrees that at no time shall its employees, agents, subcontractors or servants performing any work under the RFP and any resulting agreement, interrupt the existing 800 MHz communications system of the State or any components of such system. If an interruption is unavoidable for the Contractor to perform work under these specifications, RFP and any resulting agreement, the Contractor shall first contact the State's Program Manager and set out in writing the following:

- The nature of the work that will cause the unavoidable interruption
- The nature of the interruption
- The duration of the interruption
- A detailed statement of the scope and sequence of the work to be performed during the interruption.

After giving notice and providing the written notification described above, the Contractor may proceed with the work only after receiving written confirmation from the State's Program Manager that the interruption is both unavoidable and can be tolerated by the State. If the Contractor fails to follow the procedure described above or if the Contractor's work causes an interruption to a greater extent or duration than was set out in the writing described above, the Contractor shall be strictly liable for all actual damages arising from and caused by the interruption. In no event shall the Contractor be granted any extensions of time for performance under any resulting agreement for the time spent following the above-described procedures.

1.8.8 Testing

The Contractor shall perform all testing described in this RFP and any resulting agreement.

1.8.9 Training

The Contractor shall conduct a comprehensive training course to instruct SOD technical personnel in the proper operation, use, upgrading, and maintenance of the new System as the SOD may require. The Contractor shall comply with all training requirements contained in this specification, RFP and any resulting agreement. The

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SOD agrees to notify the Contractor promptly in the event that a date change for a scheduled training program is required.

1.8.10 Maintenance & System Management

The Contractor shall provide all labor, parts, tools, and test equipment required for the maintenance of the components acquired from the Contractor as part of the System through the warranty period and any extensions thereof covered by a maintenance agreement. The Contractor shall provide a recommended system management plan (personnel and location) to ensure operational efficiency, monitoring, and control. The Contractor shall also provide a recommended maintenance program for the System components acquired through the RFP, including, but not limited to, personnel training/specialization; number of personnel; equipment required for analysis and troubleshooting; optimization; and schedules for preventive maintenance.

1.8.11 Maintenance Documentation

The Contractor shall furnish to the SOD six (6) sets of equipment and maintenance manuals and System drawings of commercial standard with sufficient information included therein so that an average technician or engineer with basic electronic knowledge and experience, but unfamiliar with the System, shall be able to define its operations and perform corrective and preventive maintenance. The manuals shall note in detail any special circuitry, special wiring, special interfacing, and custom or non-standard procedures required to operate, maintain, and install any of the equipment furnished under the RFP and any resulting agreement.

All documentation shall be specifically applicable to the System components acquired from the Contractor, except that documentation for standard issue equipment may be standard issue documentation.

1.8.12 Project Management

The Contractor shall assign a dedicated Project Manager who is authorized to exercise technical direction of each project. The (“CPM”) Contractor’s Project Managers are subject to continuous review and approval by the SOD, which approval shall not be unreasonably withheld.

The CPM shall, at a minimum: attend weekly project meetings as scheduled by the SOD; provide a monthly draft status report no later than the fifth business day after the end of each month with a finalized project report five business days after submission of the draft; provide schedule updates, as required, using Microsoft Project conforming to the SOD’s formatting and content requirements and transmitted to the SOD or the SOD’s designee in both hardcopy and electronic format; and provide other reports as reasonably requested by the SOD.

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The CPM will be required to coordinate the design, installation and testing with all private licensees and commercial carrier licensees for which the System is intended, and those that are not intended, to be repeated or amplified throughout the Building. A written approval of design by all private and commercial licensees will be provided to the SOD at the completion of the Detailed Design Review. A written approval of performance will be provided to the SOD at the completion of the performance testing.

At the completion of the performance testing, the CPM shall provide a formal statement that confirms that the System is operating in compliance with all FCC and FAA regulations.

1.8.13 Building Plans

The SOD will make every effort to provide copies of building and construction plans for each Building. In the event that Building plans are not available by normal means, Contractor will be required to develop basic floor plans to sufficiently explain their design and installation configurations. The Contractor shall prepare site plans where required for zoning or permit approvals, and file all necessary zoning and permit applications.

1.8.14 Errors and Omissions

The Contractor shall assume full responsibility for the acts and omissions of all its agents, servants, and employees, and all subcontractors, their agents, servants, and employees, and all other persons performing any of the work required under this RFP and any resulting agreement.

The Contractor shall neither remove any State fixture nor State property, real or personal, from State premises, nor temporarily nor permanently affix any equipment to State premises not specifically required by this RFP and any resulting agreement without the express written consent of the State. In the event that any real or personal property of the State is damaged by any act or omission of the Contractor, or any of its employees, agents, subcontractors or servants, the Contractor shall, at the sole option of the State, either immediately repair or replace such damage to the complete satisfaction of the State, or, upon the State's presentation of an invoice, reimburse the State for the actual reasonable cost of repairing such damaged property.

The Contractor shall keep the State's premises reasonably clean of accumulations of rubbish or scrap resulting from the work covered by this RFP and any resulting agreement. Upon completion of the System, the Contractor shall leave the State's premises reasonably free from rubbish or scrap material resulting from the Contractor's performance.

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1.9 SERVICES PROVIDED BY THE STATE

Work by the State includes:

- Securing access to existing Buildings and if necessary, Memorandum of Understandings, site leases and utility rights-of-way where required
- Filing the frequency coordination and FCC license applications, prepared by the Contractor, as required
- Designating a State Program Manager, and as necessary, assisted by a professional engineering consulting firm(s), to manage the implementation of the System.

1.10 STANDARDS OF WORK

All requirements and recommendations contained in applicable sections or portions of the standards, regulations, and codes of the entities listed below shall apply to the Contractor for site preparation and for the installation, operation, maintenance, and service of the System by the Contractor, in no order of precedence:

- Federal Communications Commission (FCC)
- Federal Aviation Administration (FAA)
- Federal Environmental Protection Agency (EPA)
- American National Standards Institute (ANSI)
- National Fire Protection Association (NFPA)
- National Electronic Manufactures Assoc (NEMA)
- National Electric Code (NEC)
- Occupational Safety and Health Act (OSHA)
- Institute of Electrical and Electronics Engineers (IEEE)
- Electronics Industries Association (EIA)
- Federal Aviation Administration (FAA) Advisory Circular
- Underwriters Laboratories (UL)
- American Institute of Steel Construction (AISC)
- American Concrete Institute (ACI)
- American Society for Testing and Materials (ASTM)
- Any State or local ordinances and building, fire, and zoning codes
- American Welding Society (AWS)
- State, county and local government building and construction standards
- Associated Public Safety Communications Officials (APCO); Projects 16 and 25, as appropriate
- Motorola Standards and Guidelines for Communications Sites, R56

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- Bellcore TR-TSY-000499
- International Standards Organization (ISO)
- Motorola R56

In the event that the requirements of the standards, regulations, or codes differ, the most stringent shall apply.

1.11 PROPOSAL SUBMISSION

1.11.1 Technical Proposal

Each Offeror shall submit an original hardcopy (identified as ORIGINAL) and six (6) electronic copies of the Technical Proposal that responds to the requirements of this RFP. The ORIGINAL shall be in flat bound form to facilitate filing and archiving. The hardcopy of the Technical Proposal shall be printed on ONE SIDE of 8-1/2" x 11" paper with pages numbered consecutively in the upper right-hand corner (exclusive of the title page, table of contents, and any sectional dividers). Left and right margins shall be a minimum of one-half inch. Coverage maps and system drawings are permitted on 11"x 17" foldout pages.

To facilitate efficient evaluation of the proposals, each Offeror shall submit six (6) numbered electronic copies of the complete Technical Proposal in compact disk form. Electronic copies of the Technical Proposal shall be submitted in both native Microsoft files as well as Adobe Acrobat "pdf" format on CD, in a sealed package clearly marked with the name of the Offeror. The CDs used for this submittal shall be virus checked by the prospective firm before submittal and shall be accompanied by a signed certification indicating the virus detection software used, including the date and version.

The format and sections of the Technical Proposal shall conform to the structure outline below. A tab identifying the section number shall separate each section and subsection listed below. The Offeror shall provide a "Table of Contents" with page numbers and a "List of Exhibits", which references the page number of each exhibit.

- Section 1- Technical Approach
 - Proposal Overviews
 - Contract Statement of Work
 - Implementation Plan
 - Responsibility Matrix
 - Training Requirements
 - Warranty Requirements

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- Testing Requirements

- Section 2 - Assumptions to RFP Requirements
- Section 3 - Compliance
- Section 4 - Technical Literature
- Section 5 – Project Schedule
- Section 6 - Drawings

1.11.1.1 Section 1 - Technical Approach

Proposal Overview - In the Offeror's Technical Proposal, the Offeror shall provide a Proposal Overview, which addresses the Implementation Plan, Contract Statements of Work, and Matrix of Responsibilities. The Offeror shall explain how the requirements identified under each section shall be accomplished. A response that simply states the Offeror can accomplish the stated need without providing sufficient explanation demonstrating how the requirements shall be met may be deemed non-responsive and potentially unacceptable for being selected for award. The Proposal Overview shall also include a statement that reflects the Offeror's full comprehension of the nature of the tasks involved in this RFP's scope of work. The Offeror accepts full responsibility if selected for award of the contract and for the completion of all work required within the timeframes set forth in this RFP.

Statements of Work - The State requires the Offeror to compile and supply comprehensive Statements of Work by project or subsystem/segment that shall note all roles and responsibilities for the Offeror and the State. The Statements of Work shall identify all subcontractors to be used by the Offeror, and their corresponding roles and responsibilities. The Statements of Work shall complement the master project schedule by identifying and thoroughly describing all major work efforts and tasks for each responsible party. The Statement of Work must be a concise document that clearly articulates what the Offeror proposes to provide in response to the RFP and omits vendor advertising or marketing materials.

Training Requirements - The Offeror shall describe how it shall address the training requirements of the RFP.

Warranty Requirements - The Offeror shall describe how it shall address the warranty requirements of the RFP.

Testing Requirements - The Offeror shall describe how it shall address the testing requirements and performance verification requirements of the RFP.

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1.11.1.2 Section 2 - Assumptions to RFP Requirements

The Offeror shall clearly identify and explain any assumptions made with respect to the Offeror’s proposal versus any requirements, clauses, provisions, terms, or conditions of the RFP. Any assumptions taken shall contain sufficient amplification and justification to permit evaluation.

1.11.1.3 Section 3 - Compliance

The words “shall” and “must” indicate a mandatory requirement of this RFP. The Offeror must meet mandatory requirements without requiring “optional” hardware, software or services. The State reserves the right to reject any response other than “complies” or “does not comply”. If the Offeror states “does not comply” with a requirement, the Offeror should provide a proposed remedy for non-compliance that includes any hardware, software or service to be compliant and responsive to the requirement. In the evaluation of an Offeror’s proposal, the State may evaluate a remedy at a lower level than a response indicating compliance; however, the remedy is highly likely to garner a higher evaluation level than a response of “does not comply”.

For the purposes of the Qualifications Proposal, compliance with a particular requirement may be specific to a particular building or future Task Order. In this case, the Offeror should reply with “does not comply” and explain how compliance cannot be assessed without knowledge of a particular building or the associated design.

To ensure prompt and objective evaluation of the proposals, Offerors shall address, in writing, every section of this RFP in the order in which it appears, for each paragraph, using a font with ***bold and italics*** to clearly delineate responses to each subsection. Offerors shall explain any non-compliance in detail.

In this section, Offerors shall provide a Compliance Matrix in the form below that shall provide a summary of the detailed paragraph-by-paragraph compliance statement.

Page Number	Reference Section (Section, Paragraph)	Compliant (Yes/No)	Remedy for Non-Compliance
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1.11.1.4 Section 4 -Technical Literature

The Offeror may submit any relevant technical literature and brochures in this section. Technical Specification sheets for all equipment proposed are highly recommended. Conversely, superfluous marketing material that offers no insight into the benefit of the Offeror's proposal is strongly discouraged.

1.11.1.5 Section 5- Project Schedules

The Contractor shall provide detailed and realistic project schedules based upon the assumption that minimal site reviews will be required and the Detailed Design Review will begin shortly after contract award. Offerors shall also indicate on their schedules, suggested milestone completion dates for payment by the State recognizing the strict deadlines for project completion and invoicing as included within the RFP.

The Contractor shall provide project schedules in GANTT chart format depicting the start and stop dates for all tasks, with major project events and milestones from contract execution to final system acceptance, including tasks, resources, task duration, task responsibilities, and milestones. Additionally, the Contractor shall include an estimate of the project completion date, based upon the RFP requirements. The project schedule shall reflect the tasks enumerated in the Contractor's Statements of Work. At minimum, the following tasks shall be addressed in the project schedule and implementation plan:

<u>TASK</u>	<u>Responsible Party</u>
Contract award	State
Equipment and services submittals	Contractor
FCC Two-Way Licensing filings (if required)	Contractor/State
Design Specification	Contractor
System Design/Engineering	Contractor
Implementation and Cutover Plan	Contractor
Detailed Design Review	Contractor/State
Fixed Network Equipment Fabrication	Contractor
Submittal approval by the State	Contractor
Site preparation and site improvements (if required)	Contractor
Arrival of equipment at either the State's or Contractor's facility	Contractor
Equipment Inventory process	State/Contractor
Installation of all equipment	Contractor
Optimization of infrastructure equipment	Contractor
Training plan approval	State/Contractor
Training of system administrative personnel	Contractor
Training of State Maintenance personnel	Contractor

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Coverage Testing	State/Contractor
System Maintenance Plan	Contractor
System As-Built Documentation	Contractor
System Acceptance Testing by subsystem	Contractor
System fully complete and operational	Contractor

1.11.1.6 Section 6- Drawings

Offerors shall include block diagrams that clearly depict the proposed system, sub-systems, and component equipment, including equipment layout requirements. Drawings shall include dimensions and model numbers of the equipment specified. Offerors shall provide interconnect diagrams for the System. One large E-sized drawing that depicts the entire system and all interconnections shall be provided.

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2.0 SYSTEM PLATFORM

2.1 SCOPE

It is the purpose of this Section to outline the requirements for the In-Building Enhancement System needed for this project.

2.2 INTERFACE TO THE 800 MHz RADIO SYSTEM

The interface to the SOD 800 MHz System is only permitted through radio-frequency linkages via the In-Building Enhancement System. No direct connectivity in any way shall be permitted.

2.3 GENERAL SYSTEM FEATURES/ATTRIBUTES

The State will consider enhancement proposals composed from Class B Amplifier solutions only. Class A amplifiers will not be considered due to (1) their very high group delay concerns with digital simulcast donor systems and (2) the higher antenna isolation required, and (3) higher cost.

2.3.1 Interference Control/Resistance

The System shall be designed to be resistant to interference from co-channel, adjacent-channel, and intermodulation. In addition, the BDA System shall be capable of operating in an environment in which (VRS) Vehicular Repeater Systems are in close proximity of the Building without interference. Offerors shall clearly identify how the System has been designed to not only reduce susceptibility from interference but explain how the System is designed to minimize interference to other licensee systems.

2.3.2 Compatibility with Rebanding

Note that the 800 MHz Bi-directional Amplifiers will be subject to the FCC Rebanding Initiative, currently in an active process nationwide. Therefore the amplifiers and related frequency-dependent components shall be easily field tunable to allow for the changing of transmit and receive frequencies as required by the rebanding plan.

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2.4 Equipment Specifications

The State additionally requires the Offerors to adhere to the following design specifications and work requirements.

2.4.1 Bi-directional Amplifiers

The Specifications and number of BDAs proposed for the System will be directly related to the type of traffic the System is required to amplify which is outlined in the Appendix.

The proposed BDA shall be a high quality unit with compact design and feature/functionality rich. The unit shall be designed for easy installation, set-up and troubleshooting. The BDA shall be menu driven with a built-in LCD screen that also displays relative output level and status. The BDA shall be equipped with “technician friendly” characteristics including modular design and decoupled test points to simplify the troubleshooting process.

The following information on each different amplifier used shall be provided. In the appropriate section of the proposal, Offeror shall provide a copy of the manufacturer installation and optimization manual for each BDA device.

- Manufacturer/Make/Model No.
- FCC Certification No.
- Mechanical Information including
 - Enclosure Type – (See standby power system requirements below)
 - Size
 - Weight
- Operating Band – MHz
- Pass Band/Bandwidth
- Propagation Delay
- Gain Range – dB
- Gain Setting Range and Adjustment Functionality
- System Noise Figure at Max Gain
- 1 dB Compression Point
- Maximum RF input
- RF Port Impedance
- RF Port VSWR
- Output Power
- Third Order Intercept Point – dBm
- Power Requirements

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- Power Consumption
- Operating Temperature

2.4.2 BDA Standby Power Systems

Typically, when responding to a fire, emergency personnel will disconnect commercial power from a building. In order to ensure that the amplifier system is capable of operating during a commercial power outage, the Offeror shall provide the option for a standby power system consisting of sealed, long life batteries that will provide for at least four hours of emergency standby power for each bi-directional amplifier used at each building along with a battery charger that will completely recharge fully discharged batteries in no less than twelve hours.

The battery system shall be compact and contained within the cabinet that houses the BDA. The battery charger shall be entirely solid state and operate from a standard 120 volt, 60 Hz circuit and the batteries of a sealed, non-venting construction. The standby power system shall be capable of continuous operation in an ambient temperature range of 10° to 110° F.

The UPS system shall be capable sensing an internal failure and providing alarm output contact closures to the Alarm Reporting Unit which will in turn automatically contact the designated 911 center via telephone line and report the alarm.

The Offeror shall fully describe the battery/charger system and provide, at the minimum the following items.

- Manufacturer/Make/Model No. of the batteries and associated charger
- The type of batteries being used giving the maximum life of the batteries under stated charge/recharge cycles
- The power consumption of the standby power system
- All mechanical aspects of the system (batteries and charger) including size and weight

2.4.3 Alarm Reporting Unit (ARU)

Offeror shall provide a standard and commercially available Alarm Reporting Unit capable of reporting self-diagnosed failure alarms via telephone line to the regional 911 center for the County. The unit shall be capable of operating off the UPS power source and shall be equipped with functionality to sense critical System alarms via equipment relay contact closures. The ARU will have the capability to transmit a voice message to the regional 911 center and report specific alarms. The ARU also shall be capable of incoming inquiries by technical personnel to verify alarm status, as required to verify active operation. The ARU shall be capable of

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digital recording of appropriate alarm messages and identifying by voice, the particular System calling in the trouble report.

The following alarms shall be provided, at a minimum, to the ARU:

- Amplifier(s) Critical Alarm
- Commercial power failure
- UPS failure

2.4.4 External RF Filters

In their design, Offeror shall utilize high quality external filters to prevent the amplification of unauthorized licensee systems and unwanted potential sources of interference and unnecessary composite gain consumption.

The Proposer shall describe, at the minimum, the following information and characteristics for each type of filter being supplied.

- Manufacturer/Make/Model No.
- Type – Bandpass – Bandpass with Reject – Reject – Include filter response curve and attenuation vs. frequency
- Insertion Loss
- Frequency Range
- Input impedance
- Type of connectors
- Mechanical Information including
 - Enclosure Type
 - Size
 - Weight
- Operating Temperature Range

2.4.5 Transmission Line and Connectors

The Contractor shall supply plenum rated coaxial transmission lines from the LDF series of transmission cable as manufactured by Andrew Corporation, or approved equivalent. All plenum cables must meet the requirements of UL 910. Any required RF jumper cables used with the transmission lines must be of the same high quality and shall be described in the proposal. Offeror shall state the size, length and type of transmission line being proposed.

All connectors used shall be state-of-the-art characteristic of exhibiting least loss and least susceptibility for inter-modulation distortion. Connectors must be of non-ferrous construction. No splices or adapters shall be used in any permanent installations under any circumstance. However, the use of splice connections

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during temporary transition periods is permitted. It is permissible to utilize different connectors on opposite ends of a cable to avoid the use of adapters. When transforming from one diameter cable to another, it is acceptable to use flange reducers, so long as the cable V.S.W.R. specification is not changed.

The means of securing the transmission line shall be stated, but in any case shall consist of the manufacturer's recommended components for a proper and professional installation. The RF connectors provided, as part of the kit shall be designed to provide weatherproof connections and low intermodulation generation. Connectors shall be installed in accordance to the manufactures instructions. Manufacturer's recommended tools shall be used and proper torque settings applied.

The Proposer shall describe, at the minimum, the following information and characteristics for each transmission line type being supplied.

- Manufacturer/Make/Model No.
- Cable Rating
- Impedance (ohms)
- Maximum frequency
- Velocity factor (percent)
- Peak Power Rating
- Loss at operating frequency
- Jacket Spark (volts RMS)
- Capacitance
- Inductance
- Outer conductor material
- Inner conductor material
- Minimum bending radius
- Jacket material
- Bending moment
- Cable weight
- Tensile strength
- Type of connectors used
- Attenuation/Insertion loss at 800 MHz - per 100 feet
- Coupling loss (for radiating cable) at 20'

2.4.6 Antennas

Antennas shall be manufactured with high quality materials capable of providing the necessary gain performance with the minimum bandwidth necessary while offering the minimum contributions to intermodulation and interference to the System.

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The Offeror shall describe, at the minimum, the following attributes of the antennas being provided.

- Manufacturer/Make/Model No.
- Frequency Range
- Gain (dBd)
- Bandwidth
- Type of Horizontal Pattern
- Vertical Beam width (1/2 power points)
- Nominal Impedance (ohms)
- Maximum power input - (watts)
- Lightning Protection
- Termination type
- Overall Length (ft.)
- Weight (lbs.)
- Radiating Element Material
- Mast Material
- Wind Loading Area
- Rated Wind Velocity
- Mounting Hardware Supplied
- Mounting Method

2.4.7 BDA Accessories

The Offeror shall provide high quality, industry standard BDA design and installation accessories and components. The Offeror shall describe the mechanical and electrical specifications of the accessories used in the BDA system, including, but not limited to the following:

- RF power splitters
- RF cable taps
- RF loads
- Hanger kits and other mounting accessories
- Lightning and surge protection equipment

2.4.8 Test Equipment/Optimization

Offerors shall specify any test equipment required to maintain and optimize the System. The State will review this equipment list against their current inventories and procure any additional test equipment as required.

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2.4.9 Physical Site Requirements

Offerors shall provide a detailed list, for all sites, of any special requirements needed for the installation and operation of their equipment as deemed necessary. Offerors are instructed to propose re-use of as much existing system equipment infrastructure throughout the system process so as to maximize the previous equipment and infrastructure investment made by the State.

Offeror shall detail all AC, DC, HVAC, equipment dimensions, and equipment floor loading requirements for each affected site. The State requires Offeror to provide a quotation for each affected site for electrical and installation services to adequately prepare the facility for the system platform upgrade. Offeror shall adhere to the latest applicable and grounding standard throughout entire installation effort.

2.4.10 Cabling/Punchblocks/Interface Panels

The Contractor shall provide all cabling, punch blocks, interface panels, adaptors, connectors, etc. Whenever possible and practical, the Contractor shall conform to existing wiring/hookup practices and conventions for uniformity and maintenance purposes. All cables provided by Contractor shall come properly labeled. A corresponding cable matrix reflecting the labels used for each site shall accompany all cable labels.

2.4.11 Grounding and Bonding Standards

The Contractor work shall meet grounding and bonding standards by utilizing Motorola's most recent version of the R-56 standard at the time of installation.

2.4.12 Power Line Surge Protection

For any AC circuits/wiring supplied by the Contractor, AC line transient and surge protection shall be provided for all equipment. The nominal discharge current rating for each line surge protector shall be 10,000 amperes or more. The Contractor work shall meet all transient protection standards by utilizing Motorola's most recent version of the R-56 standard at the time of installation.

2.4.13 Telephone Circuit Protection

Transient and surge protection shall be provided for each wired telephone circuit in the system. The surge protectors shall be sealed, three-element, gas filled spark gaps, having a nominal discharge current rating of 5,000 amperes or more. The Contractor work shall meet all transient protection standards by utilizing Motorola's most recent version of the R-56 standard at the time of installation.

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2.5 RF COVERAGE DESIGN

Coverage is defined as providing the minimum design signal level while delivering the specified DAQ 3.4 audio quality. The subscriber configuration is a portable device on the hip with a standard antenna. In the case of a public safety subscriber, the radio is worn on the hip with a standard swivel case, ½ wavelength flexible antenna and use of a standard lapel speaker/microphone. Coverage design will be verified with a simultaneous audio quality and MRSL measurement in order for a test grid to pass.

Minimum Received Signal Level (MRSL) is defined as the minimum signal level required at the receiver input port to meet the coverage requirements within the service area. In the case of public safety portable subscribers, the TSB-88 established MRSL is -105.9 dBm which shall be delivered to the subscriber's receiver port.

The State reserves the right to have the Contractor revise coverage predictions as required. Measurement and verification methodology shall be provided to insure compliance.

The coverage design and performance testing shall comply with the most current version of TIA/EIA-TSB88, although this RFP may specify minor variations in this standard.

The radio coverage design shall take into account the current noise floor environment as well as predictable degradations for the near future. It is the intention of the State to procure a System that shall be tolerant of current and future interference from cellular and ESMR system deployments. Interference and system degradation to public safety radio systems from adjacent-band ESMR cellular and ESMR systems is becoming a nationwide problem. In addition to standard considerations for environmental losses, the coverage design shall take into account the following:

- Predictable Adjacent Band Noise/Interference from CMRS systems
- Predictable Co-channel Interference
- Increased Noise Levels from BDA System
- 8-point Body Absorption Averaging or Similar Assumptions

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3.0 SITE IMPROVEMENTS

3.1 EXISTING FACILITY UPGRADES

It is not the intent of this RFP for the Offeror to propose to upgrade any existing facilities as part of this RFP. The Offerors shall not propose upgrades to existing facilities that do not directly impact the functionality, performance, or reliability of the System. However, testing and upgrades to existing grounding, bonding systems, and transient protection are examples of valid upgrades of existing facilities.

3.2 GENERAL CONDITIONS

The Contractor shall engineer, furnish, and install a complete and fully operational System. System design work shall conform to these specifications and be stamped by a professional engineer with Delaware registration.

The Contractor shall be responsible for a complete and fully operable installation in accordance with the latest version of the National Electrical Code, local building codes, environmental laws, zoning and planning regulations or ordinances, land use restrictions, Federal Aviation Administration and Federal Communications Commission rules and regulations, Delaware Department of Transportation regulations governing road access and entry, and all other applicable local, state or Federal codes, regulations, laws and/or ordinances. In the event of conflict, the most stringent interpretation shall apply.

Materials furnished by the Contractor shall be new and of first quality as defined in industry standards. The Contractor shall not make substitutions unless prior approval has been obtained from the State Project Manager.

The Contractor assumes full responsibility for materials and equipment employed in construction of the project and agrees to make no claims against the State for damages to such materials and equipment except for that which is caused by the State, its employees or agents. The Contractor shall be responsible for storage of all materials purchased and turned over to him by the State and shall receive all delivered items by suppliers at the job site or at a staging area to be furnished by the Contractor.

The Contractor shall clean up and remove from the work site on a daily basis (or sooner if directed by the State Project Manager) all rubbish and construction debris, resulting from his own work. The Contractor shall supply a dumpster or similar trash storage/removal device wherever a substantial amount of construction debris is generated. Upon completion of work, the entire job site areas shall be left clean and free of trash, debris, mud, dirt, dust, scrap materials, and excess materials.

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The Contractor shall coordinate the work of all the trades under his responsibility to ensure that interference between electrical conduits, cable support trays, grounding wire, structural, and the radio system components shall be avoided so that the project is completed within budget and schedule.

The Contractor shall keep up-to-date marked-up prints of the Project Drawings. Markings indicating changes to the drawings shall be red or green and clearly visible. Project Drawings shall also be supplied on disk in AutoCAD format and PDF format readable by Adobe Acrobat Reader software.

3.2.1 Grounding Systems

All power feeders and branch circuits shall contain an equipment grounding conductor which shall have green colored THWN/THHN insulation or green identifying tape at both ends and which shall be suitably terminated to an equipment ground bus or device screw terminal at both ends.

At any site where building structural members are used for grounds, connections to those main structural steel members shall be made by exothermic welding. Any paint or fire retardant material shall be scraped away down to bare metal (for good metal contact) before applying the connection. Surface preparation recommendations of the exothermic welding process to be used shall be followed. All connections to ground halos shall be made as straight as possible with a minimum number of bends. Minimum bending radius of any ground wire shall be one foot.

3.2.2 Lightning Protection

Delaware is a lightning prone location, and it is the State's goal to reduce possible system damage and failure due to strikes or induced currents. The Contractor shall adhere to current best engineering practices in providing protection to sensitive electronic equipment. At a minimum, the Contractors shall comply with the following practices:

3.2.2.1 Radio Frequency Transmission Lines

Each transmission line shall be protected by coaxial surge/lightning protectors. Lightning arrestors shall be properly grounded according to outlined standards in this RFP.

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3.2.2.2 AC Power Supply for Electronic Equipment

All AC powered equipment to be installed in equipment shelters or rooms shall be equipped with a surge arrestor, (MOV/SAD/gas tube combination), in addition to any surge protection equipment that may be installed across the shelter/room power mains.

3.2.2.3 Telephone Circuits

All telephone company circuits or other twisted pair cable that enters an electronics equipment room or shelter shall be protected with gas tube surge arrestors. These arrestors shall be grounded to the equipment shelter/room ground ring.

3.2.2.4 Conduits and Raceways

All wiring inside of the building/shelter shall be enclosed in EMT (electro-metallic tubing) with compression type fittings (setscrew type fittings are unacceptable). EMT shall be surface mounted in a neat, professional manner. UL approved locknuts and grounding bushings (or EMT box connectors) shall be used at boxes and equipment enclosures.

All wiring outside of the building/shelter shall be enclosed in heavy wall galvanized rigid steel conduit with gasketed fittings. Weatherproof grounding type hubs shall be used at boxes and equipment enclosures. All wall penetrations shall be sealed with weatherproof compounds.

Telephone Company cable(s) shall be enclosed in GRS conduit.

All new conduit routings shall be horizontally and vertically straight, neat in appearance, indicative of professional workmanship and conform to existing conduit routings. Where existing conduit supports are adequate, they shall be used. If new supports are required, they shall be installed at intervals in accordance with the NEC. Only structural members suitable for conduit supports shall be used; piping, HVAC ducts etc. shall not be used for conduit supports. Conduit support intervals shall be based on the NEC Table 346-12.

3.2.3 Wiring and Devices

Power conductor insulation shall be color-coded (with tape at each termination end). Identification shall be by color tape (black-phase A, red-phase B, blue-phase C, white-neutral and green-ground). Branch circuit conductors shall be labeled (using Brady or approved equivalent wire markers) at each end with the appropriate circuit numbers. Generator set and A/C unit control wiring shall be labeled with the terminal numbers corresponding to the Contractor's wiring diagrams furnished with the equipment.

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All outlet boxes shall be surface mounted metallic and suitable for the quantity of devices enclosed. Faceplates shall match the outlet boxes. The outlet boxes shall be marked with the associated circuit numbers.

Radio equipment power feeds (120 VAC from UPS power panel) shall contain separate identifiable white neutral conductors. Common or shared neutrals for these protected loads shall not be utilized.

All wire for power, lighting, control and grounding systems shall be stranded copper with UL THWN/THHN 600V insulation, sizes as indicated. Minimum size for power shall be #12 AWG and minimum size for controls shall be #14 AWG. Electrical equipment, such as UPS, generator, A/C (air conditioning units), heater, etc. shall be wired in accordance with manufacturers wiring diagrams furnished with the equipment.

3.2.4 Ground Resistance Testing

A component of the system acceptance test plan to be completed by the Contractor shall be the testing of all existing grounding systems and any grounding systems installed, or utilized, for equipment associated with this procurement.

All grounding systems shall be tested using an AEMC, or equivalent, clamp-on ground resistance tester or Biddle 500V Null Megger or equal (3-terminal fall-of-potential method). The resistance to ground shall measure 5 ohms or less.

Ground tests shall be conducted in the presence of a State installation representative and the results shall be recorded on a form approved by the State Project Manager. These forms shall be included as a part of the acceptance test documentation and are a component of final acceptance of the radio communications system.

3.3 SCOPE OF WORK

The Contractor shall be responsible for the following:

- Procurement and installation of materials necessary to complete the work
- Submittal for approval, all details, cuts and drawings of equipment and control systems
- Removal from the site and lawful disposal of debris and refuse as the result of performing his work
- Permits

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-Compliance with all codes in accordance with the requirements set forth in the specifications

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4.0 SYSTEM ACCEPTANCE TESTING

The Acceptance Testing Procedure (ATP) for all systems shall consist of a series of tests, inspections, and analyses and demonstrations that are defined in this section. The ATP shall cover all field testing procedures and which inspections shall be made in order to show Contractor compliance to the RFP (System) Specifications and the approved Design Specifications.

All Test Plans shall include a Verification Matrix containing the following information:

- Specification Name to which the verification applies
- Specification Paragraph to which the verification applies
- Test Method (Test, Inspection, Analysis, Demonstration)
- Test Phase (Unit/Equipment, Factory Acceptance, Site Integration, Field Acceptance)

The State's representative and the Contractor's representative shall conduct these tests and inspections as defined. The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the State for review and acceptance. The outstanding items shall be resolved within 7 working days and these items shall be re-tested. If the outstanding items have an effect on other previously performed tests then re-testing of those tests shall also be included. Final acceptance of each individual system shall include, but not be limited to, the list of tests and inspections contained in the following sections.

4.1.1 Hardware Testing

Each hardware component shall be inspected and tested per the ATP. A test procedure and checklist shall be used to perform these tests based upon the ATP.

4.1.2 Software Testing

Each software feature shall be tested per the ATP. A test procedure and checklist shall be used to perform these tests based upon the ATP.

4.2 FIELD ACCEPTANCE TESTING

The Acceptance Testing for all systems shall consist of a series of tests, inspections, and verifications that are defined in this section. The ATP shall cover all field testing procedures and which inspections shall be made in order to show Contractor compliance to the RFP specifications as well as define each and every required sub-

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system interface. The State's representative and the Contractor's representative shall conduct these tests and inspections as defined.

The tests and inspections listed in the following paragraphs shall be performed. Final Acceptance of each individual system shall include, but not be limited to, the following list of tests and inspections. The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the State for review and acceptance. The outstanding items shall be resolved within 7 working days and these items shall be re-tested. If the outstanding items have an effect on other previously performed tests then re-testing of those tests shall also be included.

The tests to be performed shall include, but not be limited to, the following:

- Amplifier Gain
- Amplifier Sensitivity
- Site Noise Test
- Receiver Intermodulation Susceptibility Test
- Antenna System Isolation
- Failure Modes and Alarm Reporting
- Feedback Potential

4.2.1 System Acceptance Sequence

System Acceptance shall take place in the following sequence:

- Notification by the Contractor that the System installation is complete
- Completion of inspections by State Project Manager
- Notification by Contractor that final punch list is resolved and Acceptance Tests can commence
- Hardware Acceptance Tests
- Software Testing Test (if applicable)
- Interconnect Testing
- Coverage Acceptance Test
- 30 day Performance Test
- Contractor provides draft system acceptance test report
- Acceptance Test Results Approval by State Project Manager
- All deliverables received by State Project Manager
- Final System Acceptance Executed

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4.2.2 Hardware Testing

Each hardware component shall be inspected and tested per the ATP. A test procedure and checklist shall be used to perform these tests based upon the ATP.

4.2.3 Software Testing

Each software feature shall be tested per the ATP. A test procedure and checklist shall be used to perform these tests based upon the ATP.

4.2.4 Interconnect Testing

Interconnects are defined as the electrical connections between two systems. With respect to BDA amplification systems, this would include functionality tests between the BDA and alarm/control devices. Each system interconnect shall be tested per the ATP. A test procedure and checklist shall be used by the Contractor to perform these tests based upon the ATP.

4.3 30-DAY PERFORMANCE TEST

Upon completion of the RF Coverage Test, a Performance Test shall be executed that shall consist of 30 consecutive days of uninterrupted operation. During this test period, the Contractor shall keep detailed records of any failures or adjustments of the System or subscriber units. The test shall be considered a failure if any of the following events occurs; the test may be repeated at the discretion of the State.

- The System experiences a catastrophic failure that results in total loss of in-building enhancements
- A System failure is not automatically reported to its proper destination
- The same device fails twice during the performance test
- A non-critical failure, as defined in the warranty section of this RFP, is not restored according to the contracted response time.

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5.0 RF COVERAGE ACCEPTANCE TEST PLAN

5.1.1 General

The purpose of this RF Coverage Acceptance Test Plan (CATP) is to verify, through in-place testing, that the delivered signal enhancement system meets the performance specifications required under this RFP. This section establishes the requirements with a generic, Contractor-independent methodology. Each Contractor shall submit the appropriate and source-peculiar details in its offering to permit both evaluation of compliance with this section and to also provide a definitive basis for a contractual specification.

5.1.2 Coverage Testing as a Part of Final Acceptance Testing

RF Coverage Testing is a subset of total System acceptance testing. Once the Contractor has completed testing in accordance with the approved CATP and the CATP results are accepted by the State, the Contractor shall have satisfied all RF System Coverage Testing required under Final Acceptance Testing ("FAT") so long as the requirements set forth in this section continue to be met.

5.1.3 CATP Submittal

Offerors shall prepare and submit a detailed outline of the CATP with its proposal. This outline shall conform to the specifications set forth herein and shall be in sufficient detail that it may become a definitive section of the resulting contractual agreement. Subsequently, the selected contractor shall submit for the State's review and approval, a final CATP not less than one hundred twenty (120) days after acceptance of contract.

5.1.4 Schedule

Testing shall be scheduled by mutual agreement as soon as practical following commissioning of the Fixed Network Equipment ("FNE" or "Backbone").

5.1.5 RF System Configuration

The RF system actually tested shall remain essentially unmodified from the configuration that existed at the time of testing, continuing through successful completion of FAT.

5.1.6 Forms of Testing

Successful passing of the coverage portion of the ATP shall consist of a simultaneous talkout/talkback (TO/TB) audio quality evaluation in addition to a

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minimum signal strength measurement. Both tests shall pass for each test location (grid) to be considered a PASS.

The CATP shall consist of the following tests:

- Appropriate In-street Signal Levels
- TO/TB Audio Quality Test

5.1.7 Determination of Number and Size of Test Tiles

5.1.7.1 In-Building Testing

For in-building coverage testing, the building shall be divided into equal grids of 100 square feet.

5.1.7.2 Areas of Exclusion

Contractor shall include all spaces within the Building in their coverage design except any specific exemptions outlined in Appendix 1: Detailed Building Design Requirements.

5.1.8 Remedies For Coverage Failure

Remedies for coverage failure shall address the entire problem area and not be limited to correcting a portion of the failed area. Remedies shall not degrade areas of coverage that were previously accepted. A retest of coverage shall be conducted in those areas (previously failed or not) potentially affected by the remedy in order to verify that the composite coverage is maintained. All remedies shall meet the performance, feature-functionality and reliability requirements of the Specification. These remedies may include the following modification of antenna or transmitter configurations.

5.1.9 Test Teams

The test teams shall consist of two SOD representatives and a Contractor representative. There shall be one test team located in central dispatch and one test team in the Building under test.

5.1.10 Test Equipment and Apparatus

The Contractor shall be required to provide all test equipment associated with the CATP processes. The State will provide all portable radios.

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5.1.11 Test Vehicle

For in-building testing this portable radio-based equipment shall include the test backpack system or rolling cart system, as appropriate. For in-building testing, the portable radio shall be worn on the hip with a standard swivel case and standard lapel microphone.

5.1.12 Testing Elements

5.1.12.1 RF Signal Level Measurement Test

The signal measurements test portion of the CATP is required in order to verify that the Minimum Received Signal Level (MRSL) is present in the specified number of test tiles, thereby proving that the coverage prediction model/design is accurate.

5.1.12.2 Talk-Out and Talk-Back Audio Quality Test

TSB88B recommends that a talk-back test is unnecessary since there is reciprocity in the design and may be a waste of resources unless the service area is characteristic of high ambient noise. This high-noise characteristic has been found within the State, especially in the vicinity of high density cellular sites and shall be the basis for the more complex talk-out/talk-in test plan for in-building amplification systems. Additionally, BDAs can produce high noise levels in the building as well as low noise amplifiers located at the donor sites.

Intelligibility tests shall be conducted in order to verify inbound and outbound audio quality for all digital channels. In the audio quality test portion of the RF Coverage Test, a particular test tile shall deliver the audio quality specified below, for the same test location in the tile under test, for both talk-in and talk-out. The specified audio quality shall meet the following criteria:

“The delivered audio quality for digital and analog units shall meet the DAQ 3.4 as per TIA Standard TSB88-B, which is defined as “Speech understandable with repetition only rarely required. Some Noise/Distortion”.

“Rarely” shall be quantified as not greater than 10 percent re-test. This means that a maximum of 10% of all the grids tested shall be allowed a repeated transmission within three feet of the original test location and shall be identified as a “pass-retry”. If the message meets or exceeds this criterion, as agreed by a majority of the test team, it shall be considered “passed”. If the message does not meet this criterion, as agreed by the majority of the test team, it shall be considered “failed”. The Contractor may then move no more than three feet in any one direction and repeat the audio test once. If this re-test meets or exceeds the original criterion, the tile shall be considered a pass and is recorded as a “retry-pass”. The test team may then move to the next test point.

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Each member shall classify the message as a “pass” or “fail”. Then the test team shall reach a consensus as to whether the test point is a “pass” or a “fail” in the event the message classification is not unanimous. When the talk-out test is conducted, the operator shall state the following message: “*Dispatcher to Portable Team. Grid Number #.[Random Test Language]. Grid number #. How do you copy grid number #?*” When the talk-in test is conducted, the portable operator shall state the following message: “*Portable Team to Dispatcher. Grid Number #. [repeated Random Test Language]. Grid number #. How do you copy grid number #?*”. Each team member shall then classify the message as “pass” or “fail”. The speakers shall speak the test messages as clearly as possible and occasionally incorporate voice inflections characteristic of typical police and fire emergency transmissions.

The test language to be used shall be mutually agreed upon between the State and the Contractor prior to testing. The State shall provide a list of potential test messages representing commonly used dispatch language, void of acronyms, and not to exceed 10 seconds in length, for evaluation. From the potential list of messages, one hundred shall be selected as the pseudo random messages to be used for testing purposes. The phrase to be used during each test shall be determined by the speaker. The final list shall be determined prior to testing.

5.1.13 Evaluation of Results

After all testing have been completed, Contractor and the State of Delaware will evaluate the test results by compiling all of the data gathered for each of the test grids. Contractor shall provide the State with a single pass/fail grid percentage that verifies a minimum of 95% grids that simultaneously pass the Audio Quality and Signal Strength Tests.

The percentage of area covered shall be based on the number of passing grids divided by the total number of valid grids tested. The formula shall determine the percentage of grids passed.

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6.0 SYSTEM SHIPPING

The Contractor shall be responsible for shipping, safe transportation, delivery, and unloading of all material provided within this specification from the place of origin to designated locations within the State. No equipment shipments shall be made without the approval of the State. All shipping shall include the offloading of equipment from delivery vehicles by the Offeror's shipping company and not the State of Delaware personnel with delivery into a storage location as specified by the State.

All packaging of material shall conform to good packing practices to protect against any possible shipping damages.

Delivery shall be made to ensure that the system is installed to meet the State's critical dates as defined in the final implementation schedule.

The contractor shall indicate how equipment or systems shall be delivered, i.e. identifying the carrier, and shall notify the State's Project Manager of shipping dates. The State's Project Manager shall be informed of any changes in shipping dates.

Title to and ownership of the equipment shall remain with the contractor until the equipment is delivered, successfully installed, and operational at the radio site as characterized in the Acceptance Test Plan. The Contractor shall retain risk of loss for all mobiles, portables, and control stations that it is working on, controlling, or is in contact with. Risk of loss to fixed network equipment shall pass to the State upon acceptance of the entire System by the State. Should the System not pass all acceptance tests required by these technical standards, the RFP and any resulting agreement, title shall revert to the Contractor, and the State shall retain all rights and remedies available under any resulting agreement, including, but not limited to, termination. The Contractor warrants that, at the time title passes, it shall pass free and clear of all liens, charges, security interests, and encumbrances.

Charges for freight express, cartage, or packing shall not be allowed or paid by the State unless otherwise expressly stated by the State.

Every package, bill of lading, shipping memorandum, and invoice shall be marked with a purchase order number of the purchaser.

An itemized delivery ticket, bearing the State's purchase order number shall be left with the goods to insure their receipt. If a carrier makes delivery, an itemized delivery ticket shall be attached to the outside of the package.

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7.0 ENHANCEMENT SYSTEM INSTALLATION

All installation work performed shall be in accordance with laws, regulations, and ordinances of all State, Local, and Federal agencies.

The Contractor shall provide all the necessary personnel, tools, equipment, and transportation for the successful installation of all equipment provided under this RFP procurement.

The Contractor doing the installation shall be required to provide a Certificate of Insurance indicating the coverage limits as outlined by the State. The Contractor shall bear responsibility for the safety of their workmen and all others during the implementation phase of this RFP contract.

The State has critical deadlines for the implementation phase of the project. The Contractor shall be prepared to meet the critical dates. The Contractor shall ensure that all material and components are delivered to the proposed sites.

The Contractor is responsible and shall provide all the hardware and supplies necessary for the proper and complete installation of their equipment.

It shall be the responsibility of the Contractor to provide a turnkey installation of their equipment; this requirement applies equally to a turnkey total system supplier or to suppliers of individual subsystems or components. Optimization, trouble shooting, and adjustment of each sub-system shall be the system contractor's responsibility. This includes any changes and/or additions to the systems in order to meet performance criteria. Any additional equipment required after the proposal is awarded to meet the system performance criteria of the defined standards and/or specifications shall be at the sole expense of the contractor.

All existing radio communications systems shall remain fully operational during installation of the new radio systems and until the State provides Final Acceptance. Because existing systems support public safety operations, interruptions in service due to contractor or contractor activities cannot be tolerated. If interruptions in service are deemed by the contractor to be unavoidable, written notification detailing the nature and duration of such interruptions shall be provided to the State for review and approval.

Equipment shall be installed in a neat and workmanlike manner, in accordance with good practice, by competent technicians or mechanics. Personnel designated by the State shall provide inspection and approval of all installations. Such approval shall be limited in scope to the specific sub-system physical installation, and shall not be construed to imply full acceptance of the system or sub-system.

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Subcontractors performing installations of any equipment or any sub-system shall be identified in the Offeror's response. All subcontractor installation experience and qualifications to perform the tasks associated with this procurement shall be outlined in the proposal response.

Notwithstanding the details presented in these specifications, it is the responsibility of the Contractor's project manager to verify the correctness of the material lists and suitability of devices proposed to meet the intent of the specifications. The Contractor shall be responsible for providing or arranging for all parts necessary for the equipment and its installation up to and including Final System Acceptance.

7.1 Background Checks

The State reserves the right to require background checks on any personnel proposed by the Offeror to install radio system components or access high-security fixed network public safety radio transmission sites. Any employee of the Offeror or a sub-contractor of the Offeror convicted of a felony or crime of moral turpitude may be denied access to any buildings.

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8.0 SALVAGE OPERATIONS

The Contractor shall remove all existing equipment, if any, no longer required to remain in operation in order to meet the performance requirements of this Specification. All removed equipment shall be properly stored at a location provided by the State. Contractor shall provide the State with a detailed inventory list of all equipment including model number, serial number and location of removal.

The State requires the Offeror to quote any applicable salvage values for existing, operational equipment that is entirely replaced and not reused following the completion of the work described by this Specification. The State shall not be obligated to accept the buyback or credit pricing provided by the Offeror, but the Offeror is highly encouraged to provide the opportunity for the State to recoup a portion of its past infrastructure investment.

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9.0 WARRANTY MAINTENANCE AND SYSTEM SUPPORT

The Contractor shall guarantee that all equipment supplied pursuant to this RFP shall be new and of first quality throughout. Warranty shall commence upon Final System Acceptance.

All items (material and labor) shall be warranted for a minimum of (1) one year after date of Final System Acceptance, unless otherwise specified. This warranty shall include repair or replacement of any defective equipment, system, subsystem, hardware and/or software which becomes defective through normal wear and usage or is deemed as such between the State and the Contractor.

9.1 SYSTEM SOFTWARE AND HARDWARE WARRANTY

The equipment supplied pursuant to this RFP and any subsequent agreement is warranted by the Contractor to be free from defects in materials, workmanship, and otherwise for one (1) year from final acceptance of the System unless otherwise provided in this RFP and any subsequent agreement.

The Contractor shall warrant that the System and each component of the System shall perform in strict accordance with the requirements of this RFP and any subsequent agreement and shall be free of System defects, including System latent defects for one (1) year after final acceptance of the System. Unless otherwise provided herein, all equipment and the Contractor furnished equipment is warranted for a period of one (1) year after final acceptance of the System. The warranty period for non- Contractor manufactured equipment is as specified by its manufacturer, but not less than one year.

The software/firmware release in the System at the time of final system acceptance shall be the latest version available at the time of shipment from the Contractor's development and manufacturing facility.

Under all warranties provided, all parts shall be replaced free of charge including labor. The Contractor may replace equipment, software or components rather than repair them, at the Contractor's option.

Where defective work (and damage to other work resulting there from) has been corrected, removed, or replaced under warranty, the warranty period with respect to such work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

9.2 EQUIPMENT SUPPORT

The Contractor shall warrant support in the form of replacement parts for the Contractor subscriber equipment for ten (10) years from the last date of

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manufacture of the product, and for ten (10) years on the Contractor supplied fixed infrastructure equipment from the last date of manufacturer. The Contractor shall use commercially reasonable efforts to identify and to obtain replacement parts for the State's specific requirements.

9.3 SPARE PARTS INVENTORY

Offeror shall provide a strategic sparing plan for the proposed upgrade. Offeror shall review existing spare parts inventories and include all compatible spares in their inventory.

The cost for replacement parts shall be quoted as part of the Contractor's proposal. Parts pricing shall be in the form of a discount off of manufacturer's list price similar to those provided to dealers for the purpose of self-maintenance. This discount shall be part of the pricing sheets.

Spare parts required for this System shall include sufficient parts, modules and components to restore the System to full redundancy during a system or sub-system failure, within four hours of the outage occurrence.

The Offeror is tasked to provision and test all spare equipment prior to final system acceptance.

9.4 MAINTENANCE TEST EQUIPMENT

Offerors shall propose a complete and detailed list of all test equipment, complete with their associated costs, that is required to fully maintain and service the equipment that shall be supplied per this RFP. The State shall review the listing of recommended test equipment against their existing inventory of equipment, and may optionally purchase those items that are not currently in their inventory.

9.5 WARRANTY MAINTENANCE PERFORMANCE LEVELS

Warranty responses shall be performed during normal business hours. Contractor shall respond to the Building for warranty repair and support within 24 hours of the alert provided by the State.

Malfunctions that cannot be immediately or definitively diagnosed and pinpointed to a certain item of equipment or service shall require the immediate participation of all service suppliers until responsibility for the problem has been established. In no instance shall the failure to resolve the issue of responsibility relieve any of the suppliers of the mutual obligation to restore system operability with the least impact on the availability of the system to the end users. The State reserves the right to adjudicate such matters after the fact and validate charges applicable to the provisions of the contractor of tariffs involved. The Contractor shall be the sole

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point of responsibility to resolve any and all maintenance matters to the satisfaction of the State.

Offerors shall provide proposals that include a complete description of preventive maintenance and shall specify the frequency of preventive maintenance required for all proposed equipment and systems. Preventive maintenance shall be performed according to a schedule that is mutually acceptable to the State and the Contractor, which, at minimum, shall meet the recommendations of all system component manufacturers. The schedule shall be consistent with the operation requirements of the State and shall be based upon the specific needs of the equipment being maintained.

Offerors shall include in their proposals a description of any remote administration and maintenance service arrangements that shall be provided with the system.

9.6 WARRANTY MAINTENANCE PERFORMANCE REPORTS

In the event that a warranty repair occurs, the Contractor shall furnish the State with a written report within five working days of the event. As a minimum, the following data is required:

- Date and time notified
- Date and time of arrival on site
- Description of malfunction reported
- Diagnosis of failure and work performed
- Date and time failure was corrected
- Charges for service, if applicable
- Name of person performing service

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10.0 OPERATIONAL AND TECHNICAL TRAINING

Offerors shall fully describe their recommended training courses in their response. This shall include, as a minimum, class room style instruction, extensive hands-on training with actual equipment in realistic configurations, operational style classes, a detailed training plan, description of available training material, resume of potential course instructors and a customer reference list of trained personnel (to include: names, telephone numbers, company, and system description).

The Contractor shall train State's Division of Communications employees, State's contractors, or State's designees. The contractor shall permit video taping of training sessions for use within the State for re-fresher training. All written and presentation training materials shall become property of the State.

In all technical and operational types of training, Offeror shall assume that training courses shall be held in each of the three regional communications maintenance shops, with one independent session per shop in order to reduce the likelihood of disruptions to daily maintenance operations and demands on personnel.

The Contractor shall provide on-site operational and maintenance training for twelve (12) people per each of three sessions, one session in each regional shop. Training shall include system orientation and familiarization that includes discussion and equipment demonstration. The Contractor shall propose a training schedule that correlates to the implementation schedule. The Contractor's highly skilled personnel shall conduct the training.

The Contractor shall provide one set of manuals per student plus an additional four (4) sets of manuals. Additionally, all manuals shall be provided in an electronic version such as PDF (Portable Document Format) and read with the Adobe Acrobat Reader software. Four (4) CD ROM copies shall be supplied.

Training shall include system orientation, management, operation, and maintenance of all system infrastructures and associated system equipment provided. The training shall include education on the theory of operation and practical maintenance procedures for the entire system infrastructure and all systems contained therein. This training shall be designed primarily for technical and telecommunications personnel within the State that may require sufficient education to assist in the restoration of the system during a failure. Since this training is specific to the State's system design, the Contractor shall provide technicians from the local maintenance shop to attend this training.

Whenever possible, the training shall be conducted with substantial hands on involvement using the State's system/equipment.

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The Offerors shall provide a list of courses required along with the duration (hours, days, weeks, etc.), cost and location for each course required. Whenever possible, the training shall be conducted with substantial hands on involvement using the State's system/equipment.

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11.0 DESIGN AND INSTALLATION DOCUMENTATION

11.1.1 Installation and Maintenance Manuals

11.1.1.1 Operator's Instruction Book

The Operator's Instruction Book shall be provided by the Contractor, and shall be clearly written and illustrated to instruct radio maintenance personnel in the proper use of all standard features available for the equipment. Drawings and/or photographs shall show the location of all operator controls and adjustments. This manual shall be provided in addition to all other manuals furnished. A quantity of four master quality Operator's Instruction books shall be furnished in paper and electronic format. These instruction books shall also be available in a PDF (Portable Document Format) and read with the Adobe Acrobat Reader software. Four CD-ROM copies shall be supplied in addition to the paper copies. There shall be no restrictions or licensing requirements for information provided as reference or used for State training.

11.1.1.2 Installation and Maintenance Manuals

The Installation and Maintenance Manuals shall be clearly written and illustrated to instruct a radio technician skilled in the trade to unpack, assemble, and interconnect the various system components to prepare the system for operation. All equipment interconnect wiring shall be included as part of this manual and its attachments.

The Maintenance Manual shall be written and illustrated such that a radio technician skilled in the trade can service any portion of the system to the component level, if desired.

The manual shall include the theory of design for each unit, a schematic diagram of each assembly, assembly drawings of each circuit board, detailed part numbers where applicable, the description of each component used and the name and part number of the original component manufacturer to facilitate locating parts locally. The manual and its attachments shall include complete system configuration data, programming data, and as-built drawings. Where applicable, such information shall also be supplied for any items furnished as part of the system but not manufactured by the Contractor.

A quantity of six Installation/Maintenance Manuals shall be furnished in both electronic and paper format. These instruction books shall be available in a PDF (Portable Document Format) and read with the Adobe Acrobat Reader software. Six CD-ROM and paper copies shall be supplied. There shall be no restrictions or licensing requirements for information provided as reference or used for training.

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The equipment manufacturer (if other than the Contractor) shall maintain a complete set of original reference documentation for the system, to be supplied upon request as individual replacement sheets or complete replacement manuals. The manufacturer shall certify that this support shall be available.

11.1.2 As-Built Documentation

The Contractor's project manager shall prepare a comprehensive "System As-Built Manual" for the entire System.

11.1.2.1 Content

The As-Built Documentation shall, at minimum, include the following inventory of information:

- Detailed Design Review Documents
- Overall System Diagram
- Detailed Systems Parameters Matrix
- Pre- and Post-Construction Photographs
- Telco Circuits
- Certified Coverage Testing Results
- System Optimization Records
- Network and Subsystem Block Drawings
- Equipment Lists/Inventory
- Racking/Wall/Floor plan Drawings
- Physical Site Requirements
- Power and HVAC Requirements
- Antenna Transmission System Diagrams
- Any Non-standard or Unique Wiring Configurations/Circuit Modifications
- Firmware/Software Inventory
- Completed Test Plans
- Equipment Configuration/Installation/Maintenance Manuals
- Level Setting and Optimization Documents/Procedures
- Cabling/Wiring Matrices and Spare Cable Labels
- Punch block Wiring Matrices
- Additional Training Guides and Materials
- Change Orders
- Comprehensive Preventative Maintenance and Warranty Documentation
- Regulatory Manual including FAA/FCC Permits and Documents
- Meeting Minutes
- Licensee Design and Operation Approvals
- Spares Inventory

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12.0 DETAILED EQUIPMENT LIST BY SITE

Offeror proposals shall contain detailed equipment lists as required to meet the System Specification herein. The detailed equipment list shall be cross-referenced to the Offeror's itemized pricing sheets.

Where applicable detailed equipment lists shall be provided by radio sites, and shall include details of requirements needed for the installation and operation of their equipment as deemed necessary.

The equipment list shall contain equipment model numbers, description, equipment supplier, and the associated cross-reference to the provided pricing sheet items. Offerors shall provide this detailed equipment list as part of their technical support and documentation response to the RFP specifications.

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13.0 DETAILED SITE LAYOUTS BY EQUIPMENT RACKS

The Contractor shall provide, as part of the as built documents, equipment rack layouts and drawings indicating dimensions and the model numbers of the equipment specified. Equipment rack numbers shall identify all site equipment racks. These layout drawings shall be provided by site and cross-referenced to the detailed equipment list.

Each Offeror shall also include equipment specifications containing equipment power consumption, power requirements, heat dissipation, size, weight and environmental requirements in a spreadsheet format by rack and site.

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14.0 SYSTEM GUARANTEES

Offerors shall provide a description of all equipment, sub-systems, RF coverage and system related guarantees that are part of the Offeror's proposal. These guarantees shall be clearly defined for the State's review and comments. The State expects these guarantees to cover terms, conditions, and time frames for each type of guarantee. Offerors are required to provide all types of guarantees as part of the response support material.

14.1 EQUIPMENT

The State is requesting the Offerors to respond to equipment guarantees by defining each guarantee by product offering. Offerors shall list each product and define the guarantee as it applies to the product offered. All equipment, at a minimum, shall meet published specifications and or RFP specifications in order to meet product performance. Offerors are required to provide published specifications as part of the response support material.

14.2 SUB-SYSTEMS

Offerors are required to supply guarantees on each sub-system offered as part of the Offeror's response. Offerors shall list each sub-system and clearly define the guarantee as it applies to the sub-system offered. Each sub-system, at a minimum, shall meet the RFP specifications and performance requirements in order to be accepted as a compliant guarantee.

14.3 RF COVERAGE

The Offeror shall guarantee RF Coverage as specified in the RFP specifications. Offerors shall submit a RF coverage guarantee that is based on the coverage predictions. Offerors shall utilize the system design, coverage predictions, and coverage acceptance testing as the minimum elements of the RF Coverage guarantee.

All changes in System design that may arise due to this System's inability to meet the system performance criteria shall be provided by the Contractor at the Contractor's expense. Any additional sites or changes in antennas that may be required to correct deficiencies where the Contractor has failed to satisfy the coverage requirements of this RFP and any resulting agreement shall be provided by the Contractor at the Contractor's sole expense, with the exception that the Contractor shall not be responsible for providing any additional site leases or purchases. Any modifications of antenna or transmitter configurations by the Contractor to address coverage issues shall comply with all regulatory and zoning restrictions placed on the State.

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15.0 SYSTEM OWNERSHIP

In the event that the Offeror's proposal response is developed using Offeror-owned, existing commercial, or joint venture/limited ownership networks, the division of ownership, liabilities, access, and control of the proposed system solution meeting the RFP specifications shall be clearly defined to the State. This may also include Offeror offerings of access to rights of way, subscriber units, frequencies, and software.

Offerors shall provide definition of specific ownership and the terms and conditions that are being offered to the State. All costs, life cycle analysis, and contractual terms shall be defined by the Offeror's description of the offering.

Offerors are expected to provide a detailed cost analysis based on the life expectancy of the offered system. Offerors shall define the system's life expectancy and cost analysis based on sound business practices and professional criteria as related to telecommunication networks and the State's procurement practices.

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16.0 APPENDICES

APPENDIX 1: SAMPLE DETAILED BUILDING COVERAGE DESIGN
REQUIREMENTS

APPENDIX 2: SOD RADIO SYSTEM ARCHITECTURE

APPENDIX 3: SOD FREQUENCY INFORMATION

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APPENDIX 1
DETAILED BUILDING COVERAGE DESIGN REQUIREMENTS

(EXAMPLE)

It is understood that the coverage design for any one building will be specific and may vary from one building to another. This Appendix provides the details of the coverage design for a particular building.

Building Name:

Building Type:

Building Materials:

Building Classification by State:

Building Geographical Location:

Building Coordinates:

Building Owner:

Approximate Square Footage:

Signals to be included in the Design:

- State of Delaware 800 MHz Trunking System
 - Pre-rebanding assignments 866-869/821-824 MHz
 - Post-rebanding assignments 851-853/806-809 MHz
- Commercial Carriers

- Other Private Systems

Areas of Exemption from coverage

- Elevators and associated shafts

Special Conditions

[ie. work must be done on evenings and weekends]

Representative Photographs

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APPENDIX 2
SOD RADIO SYSTEM ARCHITECTURE

[Specific Architecture is dependent on Task Order]

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APPENDIX 3
SOD FREQUENCY INFORMATION

[Frequency information provided with Task Order]



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PRICING PROPOSAL APPENDIX B

April 28, 2008

In their Qualification Proposal, Offeror shall provide their pricing elements in the following format. This will become the basis for all future building-specific task order pricing.

	PRICE EA.	BASED ON QUANTITY	EXT'D PRICE
INSTALLATION EQUIPMENT			
<i>Amplifiers</i>			
<i>Signal Splitters</i>			
<i>Filters</i>			
<i>Coax and cable</i>			
<i>Connectors</i>			
<i>Antennas</i>			
<i>UPS System</i>			
<i>Alarm and Control System</i>			
<i>Spare Parts</i>			

LABOR	STANDARD HOURLY RATE	NON-STANDARD HOURLY RATE
<i>Technician</i>		
<i>System Engineer</i>		
<i>Administrative</i>		
<i>Regulatory</i>		
<i>Project Manager</i>		
<i>Technical Trainer</i>		