



DELAWARE DEPARTMENT OF TRANSPORTATION

# State of Delaware

## Request for Proposal

Title: **VIRTUAL WEIGH STATIONS - DEVELOPMENT,  
OPERATION, AND MAINTENANCE OF NEW  
COMMERCIAL MOTOR VEHICLE E-SCREENING SITES**

Contract ID: 2152F

**- *Deadline to Respond* -**

**Thursday, July 31, 2025**

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



State of Delaware  
**DEPARTMENT OF TRANSPORTATION**  
Administration Building  
Contract Administration  
800 Bay Road, Dover, DE 19901



**QUESTIONS** are to be submitted via [Bonfire Procurement Portal](#)

Responses to Questions will be posted in the Bonfire Procurement Portal.

**VIRTUAL WEIGH STATIONS - DEVELOPMENT, OPERATION, AND MAINTENANCE OF NEW  
COMMERCIAL MOTOR VEHICLE E-SCREENING SITES**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" consisting of the following documents:

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**INFORMATIONAL DOCUMENTS:** *(not required to be returned with bid)*

- 1 – Sample Monthly Usage Report (Sample Report 1)
- 2 – Sample Subcontracting (2<sup>nd</sup> Tier) Quarterly Reporting (Sample Report 2)
- 3 – Proposal Reply Requirements

**REQUIRED PROPOSAL DOCUMENTS:** *(MUST be completed and returned with your bid)*

- [ATTACHMENT A – NON-COLLUSION STATEMENT](#)
- [ATTACHMENT B – SUBCONTRACTOR INFORMATION FORM](#)
- [ATTACHMENT C – BUSINESS REFERENCES](#)
- [ATTACHMENT D – CONFIDENTIAL AND PROPRIETARY INFORMATION](#)
- [ATTACHMENT E – EXCEPTIONS FORM](#)
- [ATTACHMENT F – BID FORM](#)
- [ATTACHMENT G – BID BOND FORM](#)

- APPENDIX A – DETAILED REQUIREMENTS
- APPENDIX B – INFORMATION TECHNOLOGY REQUIREMENTS
- APPENDIX C – TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE POLICY
- APPENDIX D – TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE AGREEMENT
- APPENDIX E – FEDERAL CONTRACT PROVISIONS

All above documents are made part of this solicitation and are contained within this file, or available for download at the following site: [Bonfire Procurement Portal](#)

In order for your response to be considered, the REQUIRED BID DOCUMENTS must be executed completely and correctly within the [Bonfire Procurement Portal](#)

**COMPETITIVE SEALED PROPOSAL**

The Delaware Department of Transportation (DelDOT) has determined, pursuant to **29 Del. C. §6981 and §6982(b)**, 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 vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

## VIRTUAL WEIGH STATIONS - DEVELOPMENT, OPERATION, AND MAINTENANCE OF NEW COMMERCIAL MOTOR VEHICLE E-SCREENING SITES

### 1. PROJECT INFORMATION

This Request for Proposal (RFP) issued by the DelDOT for the purpose of acquiring Proposals from qualified firms to provide one or more commercial motor vehicle e-screening sites, which may include Virtual Weigh Stations (VWS), thermal brake sensor systems, and tire abnormality detection systems as more fully described herein. These e-screening systems will integrate or be interoperable with Delaware’s existing system of four (4) Virtual Weigh Stations (VWS). Proposals shall also include Preventive and Emergency Maintenance Support services for any new sites developed under this agreement. The Selected E-Screening Systems Vendor will be responsible for commercial motor vehicle (CMV) e-screening site design, implementation, integration, testing, and maintenance of new e-screening sites in the State of Delaware, including provisioning of all hardware, software, and ancillary equipment required for a fully functioning system. DelDOT seeks responses from Vendors that have demonstrated prior experience in implementing CMV e-screening systems of similar size and scope in other jurisdictions as well as demonstrated experience with system preventive and emergency maintenance support services. The Selected Vendor will be responsible for designing the site and will be required to coordinate with a DelDOT-approved Design Firm that will produce final design documents in accordance with DelDOT requirements, which include, but are not limited to DelDOT’s Standard Specifications for Road and Bridge Construction, using the version identified in the approved construction plans, as applicable; and The Pedestrian Accessibility Standards Manual, 2021 Edition, as applicable. The Selected Vendor will also be responsible for coordinating with DelDOT selected Construction Contractor(s) for the construction and approval of infrastructure elements (e.g., foundations, poles, cabinets, conduits) that are installed to support the requirements of the e-screening systems as specified by the Vendor.

These e-screening systems will meet or exceed DelDOT’s technical and functional requirements described in Appendix A and support future upgrades and expansion. DelDOT desires a proven solution that can be modified to meet the evolving needs of DelDOT over time.

#### 1.1. KEY RFP DATES/MILESTONES

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

<b>Activity</b>	<b>Due Date / Time</b>
Questions Due - No Later Than:	Ten (10) business days prior to the proposal due date
Final Questions/Answers Posted:	Five (5) business days prior to the proposal due date
<b>Proposals Due:</b>	Thursday, July 31, 2025 @ 2:00 pm
Contract Award	Within 90 days after proposals are due

## 1.2. 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 RFP.

Questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must make specific reference to the section(s) and page numbers of the RFP where applicable. All communications with DelDOT regarding this RFP are to be made through the Bonfire Procurement Portal.

Questions must be submitted before the due date identified in the Key RFP Dates/Milestones for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the [Bonfire Procurement Portal](#).

DelDOT's response to questions will be posted, according to the Key RFP Dates/Milestones, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <https://mmp.delaware.gov/Bids/>.

Responses issued by DelDOT will be posted on the Bonfire Procurement Portal. Vendors should rely only on written statements issued by DelDOT regarding this RFP. Information otherwise obtained is not valid.

Direct contact with State of Delaware employees other than DelDOT's Contract Administration staff 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.

## 1.3. BID BOND REQUIREMENT

Each bidder must furnish a Bid Bond to the State of Delaware for the benefit of the Delaware Department of Transportation in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. ATTACHMENT G.

A certified or bank check made out to the Delaware Department of Transportation in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond. The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids. Bidders are made aware that Certified or Bank Checks submitted in lieu of Bond will be deposited, and unsuccessful bidders will receive payment of the value of the check from the state.

## 1.4. PERFORMANCE BOND REQUIREMENT

Vendors awarded contracts are required to furnish a Performance Bond to the State of Delaware for the benefit of the Delaware Department of Transportation with surety in the amount of \$500,000.00. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using a form supplied by DelDOT in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

## **1.5. CONTRACT PERIOD**

Each successful Vendor's contract shall be valid for a five (5) year period. The contract may be extended annually through negotiation between the Vendor and DelDOT with the maximum number of annual extensions being five (5), for a potential additional total contract period of five (5) years beyond the initial five (5) year term. Negotiation should be initiated no later than ninety (90) days prior to the termination of the agreement period.

The State reserves the right to extend this contract for E-Screening Systems Operations and Maintenance support on an annual basis through negotiations between the Vendor and DelDOT after the term of the contract has been completed.

## **1.6. PRICES**

Prices and/or rates shall remain firm for the initial five (5) year term of the contract, as well as the first two (2) extensions, if exercised (meaning costs are capped for at least the first seven (7) years of any to be entered agreement), unless further negotiations are deemed necessary by the State. The pricing policy that you choose to submit must be clear, accountable, and auditable and must cover the full spectrum of services required. Submittal must be structured as described.

## **1.7. PRICE ADJUSTMENT**

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

If agreement is reached to extend this contract beyond the initial period of five (5) years plus the first two (2) years of exercisable extensions, DelDOT shall have the option of offering a determined price adjustment based on 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 previously published twelve (12) month period at the time of renegotiation.

## **1.8. SHIPPING TERMS**

All shipping costs are to be the responsibility of the selected vendor. Shipping locations to be determined on a site-by-site basis.

## **2. SCOPE OF WORK**

The Vendor(s) shall provide all equipment, materials and labor to address DelDOT's need for the development of one or more new CMV e-screening system sites, including VWS, thermal brake sensor systems, and tire abnormality detection systems, and for the ongoing O&M support for any new sites developed under this agreement, as described herein. The contract will require the Vendor(s) to cooperate with DelDOT to ensure the State receives the most current state-of-the-art material and/or services.

### **2.1. BACKGROUND**

DelDOT is issuing this RFP to acquire, install, integrate, test, and maintain e-screening systems at multiple locations throughout the State. E-screening systems are a critical element of many states' roadside

commercial motor vehicle (CMV) enforcement programs, including Delaware. These systems use roadside technologies to support enforcement of truck size and weight regulations, as well as CMV safety and credentialing regulations. These systems expand the geographic scope and effectiveness of Delaware's truck size and weight enforcement program by pre-screening commercial vehicles as they approach fixed weigh station facilities and by monitoring and screening commercial vehicles on routes that bypass fixed inspection stations and other locations with heavy CMV usage. Data from e-screening sites also assist in effectively targeting enforcement resources on roadways when and where overweight trucks are known or are suspected to operate.

The e-screening systems help monitor statewide compliance rates and provide a deterrent to CMVs that use bypass routes for the purposes of violating state weight and safety regulations. Occasional and habitual offenders can be identified remotely and pulled over for targeted inspections. This pre-screening approach has significant advantages over a traditional random selection approach by providing law enforcement officers the necessary information to make an informed decision about additional inspection for a targeted CMV.

DelDOT is an active participant in the federal Innovative Technology Deployment (ITD) Program and DelDOT's approved Expanded ITD Program Plan and Top-Level Design includes plans for the development of VWS and e-screening system sites in the State of Delaware. As part of the State's ITD Program, DelDOT, through coordination with the Delaware State Police Commercial Motor Vehicle Enforcement Unit (DSP CMVEU), is preparing to construct one or more additional e-screening systems. This deployment will include a mix of technologies such as Weigh-in-Motion (WIM) sensor, License Plate Reader (LPR), Automated USDOT Number Reader (AUR), over-height detector, HAZMAT Placard reader, tire abnormality detector, and site activator. It may also include a thermal brake sensor system for e-screening on weigh station ramp and tire abnormality detection to be integrated with existing VWS sites.

Currently, there are four (4) fixed VWS locations in Delaware:

- US-13 NB approaching Blackbird Weigh Station in Smyrna, DE.
- US-1 NB approaching Exit 119 in Smyrna, DE.
- US-301 NB approaching Middletown Weigh Station in Middletown, DE. This site also includes tire abnormality detectors on the mainline and a thermal brake sensor on the ramp to the weigh station.
- Warwick Road EB in Middletown, DE.

The VWS system is based on existing proven commercial-off-the-shelf (COTS) technology and customized, web-enabled COTS software. It provides a graphical user interface that is easy to use by law enforcement personnel monitoring VWS-enabled pre-screening bypass routes in the State. It also provides a means to exchange data, in real-time, with a remote system, either through database replication, web services, or other data synchronization method.

The following conditions exist for this RFP:

- The new e-screening system sites must provide for integration or interoperability with existing e-screening system sites and must provide the capability to interface with CVIEW and other State and Federal systems through web services as further detailed in this RFP.
- The State of Delaware will own the new system, have a license for all system software, and may eventually maintain the new system.

- A client/server and/or web-based platform utilizing proven technologies such as .Net or Java is preferred.
- It is anticipated that commercial leased wireless services will be utilized to support the system.
- The E-screening System Vendor will be responsible for providing all hardware and software required to support the new system. Vendor agrees to work with the State to coordinate the additional work outside of the scope of this RFP to fully implement the VWS system. The State may utilize existing construction service contracts or solicit new bids for the infrastructure work required for full implementation.
- The system will meet all applicable federal and State requirements.

## **2.2. PROJECT APPROACH**

The selected Vendor shall be responsible for coordination with the DelDOT approved Design Firm on e-screening site design, and DelDOT Construction Contractor(s) on infrastructure construction for each e-screening site as described herein. The Vendor shall be responsible for the installation of all equipment furnished under this contract. All equipment provided shall be new; refurbished or reconditioned equipment shall not be acceptable. The Vendor shall provide on-site field engineering to supervise, and technicians to perform the installation. All work shall be performed in a manner adapted to local conditions and best calculated to promote quality installation, to secure safety to life, person, and property, to assure a safe and continuous operation of the roadway under consideration, and to reduce to a minimum any interference with the public and with other Vendors on or about the property. The Vendor shall provide preliminary documentation on installation practices, tests, and quality control procedures of each component of the e-screening system at the pre-construction meeting. The Vendor shall provide final documentation on the results of the application of these installation practices, tests, and quality control procedures after completion of the installation at each site.

## **2.3. PROJECT MANAGEMENT REQUIREMENTS**

The Vendor shall be responsible for meeting all of the Project Management requirements specified in this RFP. This shall include, without limitation:

- 2.3.1.** Development of project management deliverables (e.g., Project Management Plan, Project Schedule, Quality Assurance Plan) as more fully described herein.
- 2.3.2.** Progress reporting. Progress reports shall be submitted on a monthly basis and shall include milestone schedule status, progress, plans, problems, and proposed resolutions to any identified problems.
- 2.3.3.** Project meetings. Vendor Project Manager shall convene project coordination meetings as necessary for the duration of the project.
- 2.3.4.** Project invoicing shall be in accordance with the payment terms outlined in RFP Section 6.

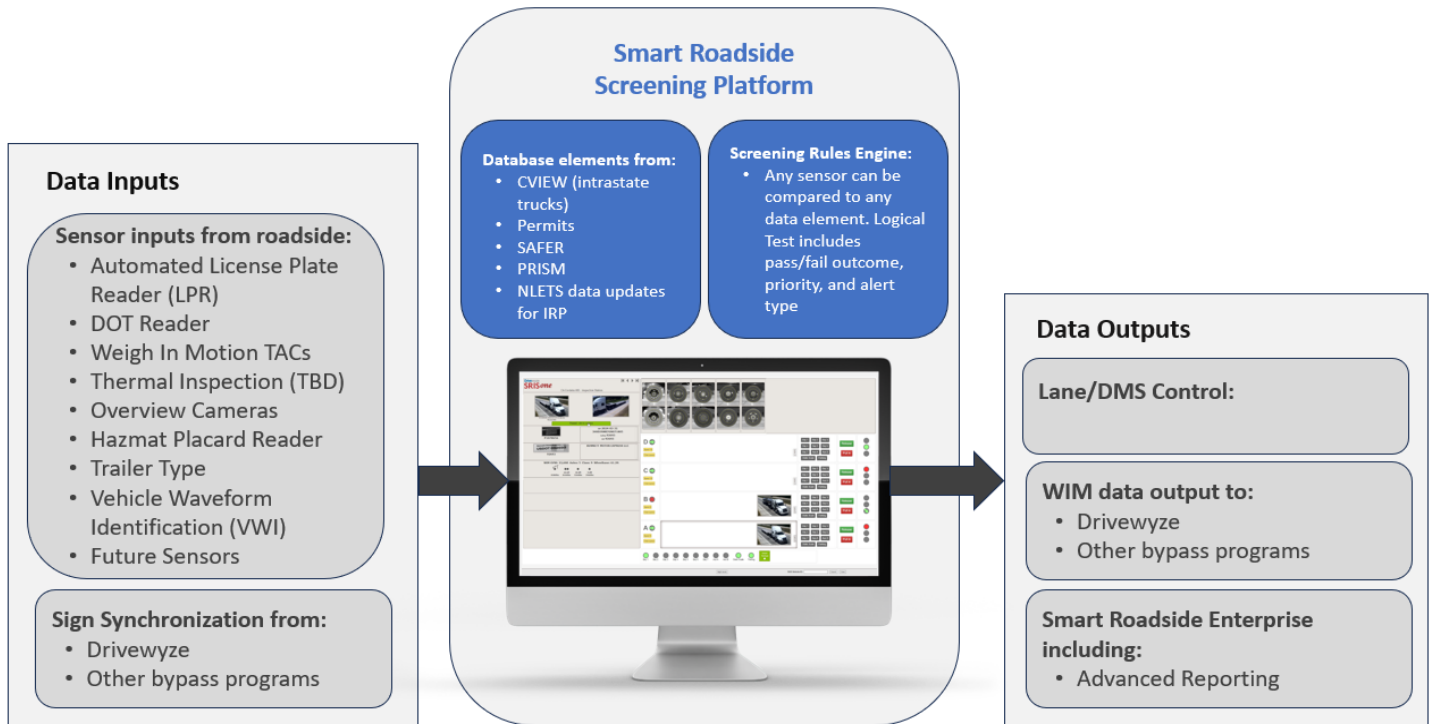
## **2.4. PROJECT DESIGN REQUIREMENTS**

The Vendor shall work with a DelDOT -approved Design Firm that will be engaged by DelDOT through a separate task order agreement, to provide final site design for a complete system, encompassing the roadway and roadside screening elements and portable equipment to meet the goals and objectives identified in this RFP. Vendor shall work with DelDOT Design Firm to provide input on the following:

- 2.4.1. Design all roadway related infrastructure in accordance with applicable sections of DelDOT's Standards for Roadway Construction, as well as all applicable local, state, and federal regulations.
- 2.4.2. Design erosion and sedimentation controls as necessary.
- 2.4.3. Design utility accommodation and services in accordance with National Electric Code (NEC) and utility requirements as necessary.
- 2.4.4. Design above-ground support structures in accordance with the latest American Association of State Highway and Transportation Officials (AASHTO) Design Guidelines.
- 2.4.5. Design Maintenance and Protection of Traffic (MPT) requirements for all work to be conducted within the highway right-of-way.
- 2.4.6. Design all proposed signage in accordance with Delaware Manual on Uniform Traffic Control Devices (MUTCD).
- 2.4.7. Design accessibility in accordance with the standards of the State of Delaware Architectural Accessibility Board.
- 2.4.8. Design roadside requirements associated with portable applications, as necessary.
- 2.4.9. Design interface with existing VWS system when adding components such as thermal brake sensor and/or tire abnormality detection system.
  - 2.4.9.1. Delaware has several fixed and virtual electronic screening systems operational in the State. These systems currently utilize Smart Roadside (by Drivewyze) as the screening system middleware. This software is designed to be hardware agnostic as far as sensors and detectors (such as Automate License Plate Readers – ALPR, Automated USDOT Readers (AUR), Overview Cameras (OVC), Weigh in Motion (WIM), Automated Tire Pressure Sensing – ATPS as part of WIM systems, and other detectors such as over-height, dimensioning, and tracking). These include:
    - Smart Roadside has current interfaces to accept IRD iSINC WIM data (including TACs), Mettler Toledo WIM, Kistler Data Logger Lineas, and Digital data formats.
    - Smart Roadside has current interfaces to accept PIPs, HTS, DIS, AXIS, and other camera systems.
    - Smart Roadside has current interfaces to accept Trigg, LSM, and Hypoint dimensional and over-dimension sensors.
  - 2.4.9.2. Smart Roadside currently supports over 60 custom sensing devices as noted above. Smart Roadside can accept any new sensors that meet the following criteria:
    - IP based interface. Any IP based sensor that can be accessed through a network switch can be accommodated.
    - An open data structure that is not proprietary can be accepted, including a data string and any associated images in a non-proprietary format
    - The sensors can be triggered by other sensors within Smart Roadside, such as existing loops. If existing Smart Roadside sensors are not utilized by the sensor, then Smart Roadside will need to be sent a beginning of vehicle trigger (or timestamp), end of vehicle trigger (or time stamp to assure that the sensor data can be attached accurately

to an appropriate vehicle record. This data will need to be made available within 250ms of the actual event.

- Questions regarding the above information should be submitted in the [Bonfire Procurement Portal](#).



Vendor shall utilize modular components to the extent practical, specifically those bearing the Underwriters Laboratories (UL) or Conformité Européenne (CE) mark. Vendor shall provide short range communications, where required, in accordance with Federal Communications Commission (FCC) licensing and interference requirements. Vendor shall specify and design equipment to withstand electrical, magnetic and radio interference to the extent practical. Vendor shall specify and design field components to withstand temperatures ranging from -40 degrees F to 135 degrees F.

**2.5. TYPICAL VWS SITE CONCEPT OF OPERATIONS**

The typical VWS site shall consist of weigh-in-motion, overheight detection, tire abnormality detection, LPR cameras, USDOT reader cameras, site activation system, overview camera, site server PC, remote client, and necessary infrastructure. If the system provides pre-screening for a fixed weigh station, it may also include a thermal brake sensor for ramp screening of CMV tires and brakes. The general operational concept is as follows:

- 2.5.1. Vehicle passes a site activator (loops or radar-based sensor) to activate the system.
- 2.5.2. Overview image of vehicle is captured.

- 2.5.3. Vehicle crosses the WIM scales; vehicle is weighed; weight limits (thresholds) are checked (e.g., gross weight, single axle weight, tandem axle weight).
- 2.5.4. Vehicle crosses tire abnormality sensors that screen tires for potential abnormalities.
- 2.5.5. Vehicle passes through overheight detectors, which determine whether the dimensions of the vehicle are within vehicle classification limits.
- 2.5.6. Vehicle passes LPR and Automatic USDOT Number Recognition (AUR) system; vehicle is identified through optical character recognition of the license plate and USDOT Number; vehicle ID is run through safety and credential screening systems to identify potential credentials and/or safety violations.
- 2.5.7. A vehicle record is created that includes an overview image of the vehicle, size and weight information, LPR and USDOT number information, image of the vehicle license plate and USDOT Number, and any flagged violations. The vehicle record and digital images are transmitted to the VWS Central Server.
- 2.5.8. Vehicles that are flagged for safety violations and/or exceed the threshold size/weight limits will be clearly identified by the vehicle screening software. This information is uploaded to the internet where DSP CMVEU officers located downstream from the VWS location can access the information through a secure web site via wireless connection, allowing them to identify potential violators.
- 2.5.9. The suspected violator, identified by the vehicle image, may be directed by an officer or Dynamic Message Sign (DMS) to pull over to an area for inspection and static weighing.
- 2.5.10. Depending on the layout of the VWS site, there may be a need for the vehicle to be tracked through the screening system using roadside or in-pavement devices.
- 2.5.11. Static weighing may be accomplished via portable scales and/or the suspected oversize/overweight vehicle could be escorted to the nearest fixed weigh station/inspection facility for official measurement (size and weight), credential check and vehicle inspection.
- 2.5.12. Thermal brake sensor system is installed on ramp to static scale at Weigh Station; tires on both sides of vehicle are screened as the vehicle is slowing, approaching the scale metering system; vehicles with heat signatures that suggest overheating or inoperable brakes or tires are flagged for further inspection. Thermal brake sensor screening information shall be integrated with VWS screening information for the vehicle.

## 2.6. EQUIPMENT DELIVERABLES

- 2.6.1. Delivery point: Vendor shall be responsible for providing and maintaining a secure delivery point for each site for all hardware, materials, and equipment to be provided by the Vendor.
- 2.6.2. All materials, equipment, etc. shall be owned by the Vendor until the site is completely installed and operational and has been tested and accepted by DelDOT.

## 2.7. CONSTRUCTION

- 2.7.1. Vendor shall be responsible for identifying general construction requirements for each VWS site and all of the site components. For example, Vendor shall describe anticipated requirements for placement of the WIM devices in the right-of-way, the number, size and general location of foundations and

poles for devices and equipment cabinets, as well as anticipated grounding requirements. Vendors shall note that DelDOT prefers an approach that minimizes roadway impacts and infrastructure requirements.

- 2.7.2. Vendor shall be responsible for coordination with DelDOT-approved Construction Contractor(s) for site construction requirements, including, without limitation, installation of foundations, poles, conduits, grounding system, signs, guardrails, roadway modifications and other construction required for the installation of the Vendor's VWS / e-screening equipment.
- 2.7.3. Vendor shall be responsible for verifying that the work performed by DelDOT's Construction Contractor has been completed in accordance with the Vendor's requirements, and as reflected in the Detailed Design Plans prepared by DelDOT's Design Firm under the Vendor's direction.
- 2.7.4. DelDOT's Construction Contractor shall be responsible for ensuring that all existing utilities are properly marked prior to the commencement of any construction activities and shall be responsible for repairing and/or replacing any existing utilities that are damaged or disrupted during construction at no additional cost to DelDOT.
- 2.7.5. Prior to any construction, DelDOT Design Firm shall verify that all permits are in place (e.g., environmental approvals, right-of-way (ROW) approvals, lane closure and MPT plans).

## 2.8. INSTALLATION

- 2.8.1. Equipment shall only be installed in accordance with installation plans that have been previously approved by DelDOT. Installation shall not commence until appropriate installation and MPT plans have been reviewed and approved by DelDOT. The Vendor shall provide all mounting hardware, cables, plugs, and accessories and all incidentals necessary to complete the work.
- 2.8.2. Site availability for equipment installation – DelDOT will make its best endeavor to have sites available for installation, however, DelDOT shall not be held responsible for costs associated with any necessary and/or unforeseen unavailability of sites.
- 2.8.3. Each e-screening system installation shall be planned such that the minimum disruption of service shall occur to the operations of DelDOT. The installation plan shall consist of four steps: (1) submission of schedule, description, and plans of the work to be accomplished; (2) approval by DelDOT; (3) accomplishment of the equipment installation/integration; and (4) inspection/testing/approval of the work by DelDOT or its representatives.
- 2.8.4. The Vendor shall review each site to establish equipment requirements, cable paths and layouts, mounting details, modification requirements, and any other particular site requirements such that all necessary information is gathered for each site installation and provided in the plans.
- 2.8.5. The Vendor shall coordinate with DelDOT's Design Firm to develop the detailed Site Installation Plan(s), and installation drawings for each site as part of the design submission for each site. Vendor shall supply Preliminary Plans at least ninety (90) days prior to the start of installation. DelDOT's Design Firm will incorporate Vendor Plans in the Detailed Design submission. The Detailed Design

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plans shall include equipment layout drawings and elevations, equipment, material, and catalog sheets for technical components.

- 2.8.6.** The Vendor shall provide a preliminary schedule showing proposed major and minor milestone accomplishments and projected dates for these accomplishments. Final design plans and schedules shall be submitted to DelDOT at least thirty (30) days prior to the scheduled start of any installation.
- 2.8.7.** The Vendor shall assign a Project Manager (PM) to facilitate and oversee the entire project. The Project Manager shall be the primary contact for DelDOT for all items concerning the installation, construction, testing, acceptance, and production phases of the project. The Vendor must certify that this Project Manager has the authority to make significant and critical decisions relevant to the project and has management access to resolve problems beyond their direct authority.
- 2.8.8.** The Vendor's Project Manager must be on site during critical points of each VWS / e-screening system installation.
- 2.8.9.** The Vendor shall not commence any installation work at any site until written notice has been received of DelDOT approval of the final design.
- 2.8.10.** Each installation shall be accomplished in accordance with the relevant final design. Any deviations or changes to each relevant final design shall be coordinated with DelDOT and agreed to by DelDOT in writing.
- 2.8.11.** Equipment installation shall be done in a professional and workmanlike manner and in accordance with all applicable Delaware codes and standards and good engineering practices.
- 2.8.12.** All equipment racks and cabinets, and individual equipment shall be properly grounded. In this connection, the Vendor is to take special note of the presence of high ground currents in the vicinity of energized rail tracks and similar ground operating conditions and take appropriate steps to avoid ground loops and consequent equipment damage. Note that no "all system" grounding will be accepted. Each component that requires grounding shall have its own individual ground rod(s) as required and shall not be electrically bonded to other components to meet the ground resistance requirements.
- 2.8.13.** All underground cable ducts shall be installed in accordance with DelDOT's Standards for Roadway Construction and marked with marking tape. All bored conduits shall be marked with flexible delineator posts adjacent to roadway crossings for future identification.
- 2.8.14.** All equipment shall be connected to suitable breaker panels. All electrical wiring and connections shall be properly made and installed, and properly terminated.
- 2.8.15.** The Vendor shall work with DelDOT's Design Firm to provide electrical drawings that indicate the locations of each component of the VWS system, location of wiring runs, conduit and interconnect points, and other pertinent details, including the submission of a grounding plan for each location. Loose wiring or wiring not properly contained in a trough, conduit or raceway shall not be acceptable.
- 2.8.16.** The Vendor shall conduct the installation of equipment in a manner that ensures the minimum disruption to DelDOT operations. Lane closures shall be accomplished with traffic control provisions required by DelDOT Standard Specifications. DelDOT shall be given advance notification of at least five (5) business days of the time and duration of the proposed MPT and any and all lane closures. Detailed MPT plans shall be developed by DelDOT's Design Firm and approved by the Traffic Office for each location. In no circumstances shall any DelDOT equipment be placed out of service without

prior written permission from DelDOT. The Vendor shall coordinate with the appropriate DelDOT and County entity.

- 2.8.17.** When proposed changes are initiated or delays are expected to occur, the Vendor shall communicate these changes and/or delays to DelDOT in writing, along with an estimated schedule impact, schedule revision and remediation steps, if any.
- 2.8.18.** Repair of Damage – The Vendor shall be responsible for the installation of all equipment, systems, and parts thereof. Any damage caused by the Vendor shall be reported immediately to DelDOT, and damage so caused shall be repaired by the Vendor at the expense of the Vendor. If the Vendor fails to repair the damage within 30 days of its occurrence, DelDOT may seek to undertake the repairs and withhold such moneys from any balance due and/or seek reimbursement to cover the repair costs.
- 2.8.19.** After installation or modification, the Vendor shall ensure that the site is clean and free of any debris, trash, metal and other shavings, grease marks and any water logging. Each site shall be restored to its original condition using seeding, mulching, removal of erosion and sedimentation control devices, etc.
- 2.8.20.** The Vendor shall be responsible for installing, correcting, and updating any required software, databases and/or hardware provided by the Vendor. The Vendor shall work closely with DelDOT and other users to determine the scope and extent of any correctional work required to ensure complete and seamless integration in the provided system.
- 2.8.21.** The Vendor shall provide an ‘as built’ equipment, software and hardware checklists for each individual VWS / e-screening site that lists all components installed, removed, and/or modified at each site. For each component, the model, type, and serial numbers shall be provided as appropriate. The checklist shall also show progress and completion of all tests and appropriate acceptance signature blocks. The satisfactory accomplishment of this checklist shall be an inherent part of the quality control process.

## **2.9. TESTING**

- 2.9.1.** This Scope of Work (SOW) requires the completion of all work to the satisfaction of DelDOT. The Vendor shall carry out all tests required to demonstrate compliance with this SOW, the functional and technical requirements, and that the VWS / e-screening system is fully operational in all respects. As required, the Vendor shall provide an overall Acceptance Test Plan and Component Calibration Test Plan(s) at the time of the Final Design Submission, and individual Acceptance Test Procedures (ATP) for individual components of the system at least thirty (30) days prior to the test date(s). After DelDOT approval, these ATP tests shall be conducted in conjunction with DelDOT representatives, and the results documented. Once the entire VWS / e-screening system is installed and operational, On-Line Demonstration and Production Testing shall be conducted in conjunction with DelDOT and DSP (designated users and operators of the system) at each site. After the completion of all tests, and the delivery of all contract deliverables, Final Acceptance shall occur.
- 2.9.2.** Equipment and subsystem component power on and associated testing shall be accomplished by the Vendor after the system is installed. As equipment is brought online, DelDOT and associated inspection personnel shall be kept updated about progress and next steps in the acceptance testing process.

- 2.9.3.** The Vendor shall be responsible for initial setup, data loads, configuration, and modification of the system in accordance with the requirement for a complete turnkey system. The Vendor is responsible for installing a fully operational system at the contract price.
- 2.9.4.** As applicable, WIM calibration and testing with certified weight truck(s) shall be observed and accepted by DelDOT engineers and/or their designated personnel. There shall be no exceptions to this requirement.
- 2.9.5.** Online Demonstration and Production Testing – This testing is to be performed along with DelDOT and DSP personnel prior to the commencement of the thirty (30) day testing and acceptance period. The purpose of this testing is to provide definitive proof that the VWS / e-screening system is providing the necessary functionality at the accuracy and quality listed herein, and that the system is capable of meeting the long-term reliability and performance requirements of this RFP. Testing of all equipment and the system furnished and installed under this RFP shall be conducted by, and be the responsibility of, the Vendor. DelDOT reserves the right to perform any inspections and witness tests deemed necessary to ensure that the system performs to the specifications listed in this RFP. At a minimum, the following tests shall be performed. The Vendor shall submit detailed test procedures to DelDOT for approval prior to any testing being performed and witnessed. Provide step-by-step procedures for site component configuration and system installation and operation. The procedures shall be provided to DelDOT at least thirty (30) days prior to the start of testing for each site. These procedures shall contain, as applicable:
- WIM performance under various CMV load, axle, and speed configurations.
  - Tire Abnormality Detection System and Thermal Brake Sensor System performance (accuracy of system sensor meets/exceeds specification requirements).
  - Graphical User Interface (GUI) stability and functionality, meeting common look and feel (CLF) requirements.
  - GUI display performance for violation and alarm conditions as specified under operational configuration thresholds, and stability of GUI information, image, and alarm overlays.
  - Daytime camera and image performance under continuous traffic conditions.
  - Nighttime camera and illumination performance under continuous traffic conditions.
  - System recovery (CMV controller/loop detector) under stop and go traffic conditions.
  - Quality of images multicast to user laptops and/or PCs.
  - Stability of application using all browsers and operating systems mentioned herein.
  - System monitoring status and diagnostic capabilities using remote access tools and remote reboot capabilities for hung applications and/or hardware.
  - Verification of all reporting, data collection, and archival functions including backups.
- 2.9.6.** Thirty Day acceptance testing period: Following the on-line demonstration testing, a thirty (30) day production testing and acceptance period shall be observed. During this test, the VWS / e-screening system at each site shall operate normally, 24 hours a day, 7 days a week. DelDOT and law enforcement personnel shall operate the system during this period. During this production testing period, the system, as well as all of its individual components, shall operate within the specified level of functionality and reliability and shall operate to the satisfaction of DelDOT without unresolved,

intermittent, or sporadic (unplanned) failures. If the system experiences three separate or two of the same failures within the 30 consecutive day period a system mitigation plan will be required to identify the issue(s), provide resolutions, and anticipated schedule for completion of the repairs for DelDOT approval. After completing the required revisions, the complete acceptance period shall be repeated until the system is capable of performing uninterrupted.

- 2.9.7.** A Final Acceptance Test Report shall be provided to DelDOT by the Vendor for signature approvals upon successful completion of the acceptance testing period. This report shall list all the tests performed, all the deliverables provided and approved, all hardware delivered (equipment list), all software delivered (all COTS software licenses), user manuals, training manuals, and warranty delivery to DelDOT for the VWS / e-screening site under test.

## **2.10. TRAINING**

- 2.10.1.** The Vendor shall provide three (3) training modules – End User Training; IT/Systems Training; and Train the Trainer Training (for End Users). The End User and Train the Trainer Trainings are intended for DSP CMVEU officers and employees as well as county and municipal law enforcement personnel that will be operating the site. The IT/Systems Training is intended for technical personnel (DelDOT and DTI) that will be supporting the VWS system. The Vendor shall provide two (2) sessions of the End User training on the use, operation and routine maintenance of the VWS system; two (2) sessions of IT/Systems Training on the operation, support and maintenance of VWS system; and one (1) Train the Trainer session to be provided at the end of the Warranty Period. The first training session for each module shall occur at least two (2) weeks prior to the start of on-line demonstration testing. Subsequent training sessions shall be scheduled on an as-needed basis at a mutually agreeable time during the warranty/maintenance period. These training sessions shall provide an overview and ‘hands-on’ training on VWS usage, result interpretation, general usage guidelines and requirements, data retrieval, reporting capabilities, and customized report generation. The class size for the End User Training and IT/Systems Training will be approximately 8-10 personnel; the Train the Trainer session will include 4-5 personnel. A training manual shall be provided in electronic (PDF) format for future use. DSP CMVEU officers participating in the End User Training and Train the Trainer Training participants shall furnish their own broadband enabled laptops for training; the IT/Systems Training may be conducted using DelDOT’s training lab or on computers provided by the State of Delaware. The Vendor shall be responsible for its own computer(s) and any other equipment necessary to conduct the training.

- 2.10.2.** In addition to the training requirements specified above, Vendor is also requested to provide the option for future End-User and IT/Systems Training on an as-needed basis during the maintenance period. This training may be web-based training to minimize cost and travel requirements.

## **2.11. WARRANTY**

- 2.11.1.** The rights and remedies of DelDOT under this provision are not intended to be exclusive and shall not preclude the exercise of any other rights or remedies provided for in this SOW, and subsequent contract, by law, or otherwise.
- 2.11.2.** The Vendor shall warrant that all goods supplied, systems, equipment, designs, and work covered by this SOW and subsequent contract shall be satisfactory for its intended purpose, shall conform to and perform as called for in the Contract requirements specifications and shall be free from all defects and faulty materials and workmanship for a period of one (1) year after the date Final Acceptance of each VWS / e-screening site. Any goods supplied, systems, equipment, designs, or work found to be

defective within the time specified below shall be repaired, remedied, or replaced, hereinafter called “corrective work,” by the Vendor, free of all charges including transportation.

- 2.11.3. The warranty period for all Vendor-provided goods supplied, systems, and equipment except spare parts, shall extend to twelve (12) months after Final Acceptance. Vendor shall provide preventive and emergency maintenance and repair services during the warranty period comparable to the maintenance services provided during annual maintenance which commences at the conclusion of the warranty period.
- 2.11.4. The Vendor shall provide a copy of the warranty(s) with the response to this RFP and provide the formal signed warranty(s) at least thirty (30) days prior to Final Acceptance.
- 2.11.5. Notification and Corrective Work – Except as specified below, DelDOT will give the Vendor a written notice of observed defects or failures with reasonable promptness. Unless otherwise directed in said notice, the Vendor shall commence corrective work at the time specified by DelDOT. DelDOT shall have the right, when practical and feasible, in its opinion, to the continued use of any such goods supplied, systems, equipment, and work deemed defective or unsatisfactory, until such can be taken out of service for performance of corrective work by the Vendor.
- 2.11.6. In the event that a defect or failure, in the opinion of DelDOT, constitutes an emergency, which will jeopardize or impair service operation, then DelDOT will provide the Vendor both verbal and written notice thereof and the Vendor shall commence “corrective work” within three (3) business days after receipt of such verbal or written notice. Nothing herein shall be construed as preventing DelDOT personnel from immediately commencing corrective work, with labor cost at the expense of DelDOT, provided all such corrective work is performed in accordance with the Operation and Maintenance manuals furnished by the Vendor. The Vendor shall reimburse DelDOT or make replacement (at the option of DelDOT) for any spare parts or materials required by DelDOT to perform any corrective work with which it must proceed. Such corrective work by DelDOT shall not be construed to invalidate the warranty provided by the Vendor and other provisions herein contained in this Section.
- 2.11.7. For the Spare Parts Inventory, the Vendor shall identify spare parts and equipment that are recommended for on-site storage for quick replacement of broken or malfunctioning equipment during the warranty period and for ongoing system maintenance after the warranty period is complete. The Vendor shall provide a list of such parts with a complete cross reference, supplier source, and part unit price. The availability of replacement parts shall be guaranteed for a period of five (5) years from the time of VWS / e-screening acceptance of each site. A written statement confirming this required availability shall be provided no later than thirty (30) days after system acceptance of each VWS site.

## **2.12. MAINTENANCE SERVICES**

- 2.12.1. The Vendor shall provide preventive and emergency response maintenance services for the entire length of this agreement.
- 2.12.2. Periodic (at least two times per year) preventative maintenance and WIM calibration shall be included in the annual maintenance price.
- 2.12.3. Emergency response maintenance shall include all costs for labor, materials and equipment required to keep the VWS sites operational in accordance with the performance requirements specified herein.
- 2.12.4. The Vendor shall be reimbursed for costs associated with the repair and replacement of equipment due to damage caused by DelDOT and other third parties, including vandalism. Costs will be based

on the detailed unit pricing and hourly labor rates provided by the Vendor and agreed upon by DelDOT during negotiations.

**2.12.5.** The Vendor shall be available to respond to incidents five (5) days per week, Monday through Friday, from 8am to 6pm. Vendors shall respond in the timeframes specified below based on the nature of the incident.

**2.12.5.1.** For a minor incident, defined as an incident that only affects one VWS / e-screening site, the Vendor shall respond within one (1) business day for all response maintenance notifications and system repairs shall be completed within five (5) business days.

**2.12.5.2.** For a major incident, defined as an incident that affects multiple VWS / e-screening sites and/or the Central Server, the Vendor shall respond within four (4) hours and system repairs shall be completed within two (2) business days.

**2.12.5.3.** Failure to respond and/or repair the system in a timely manner shall result in liquidated damages that shall be subtracted from any maintenance fee owed to the Vendor for the period of performance during which the deficiency occurred. Liquidated damages shall be applied on a daily basis in an amount of \$1,000 per day for a major incident and \$500 per day for a minor incident as described above, subject to final negotiations with the Selected Vendor.

**2.12.6.** The Vendor shall be required to submit a comprehensive Maintenance Plan and Procedures Manual for DelDOT approval at least one month prior to the first schedule preventive maintenance work. This Maintenance Plan and Procedures Manual shall include, without limitation, descriptions of the Selected Vendor's maintenance management system, internal controls, safety practices, and detailed procedures for all anticipated preventive and corrective work. This shall include all aspects of the VWS / e-screening system and may require the Selected Vendor to interact with other systems or service providers. Once approved, The Maintenance Plan and Procedures Manual shall be used by both DelDOT and the Selected Vendor to guide the management of all maintenance work and shall be updated as necessary to meet additional needs as they arise.

## **2.13. DOCUMENTATION**

This section summarizes the documentation requirements for the various stages of the VWS / e-screening systems project, from proposal submission to contract execution, project implementation, system acceptance testing, and project closeout. See Section 3 for additional details regarding Proposal Submission Requirements.

**2.13.1.** Proposal Documentation – The following documentation is required at the proposal stage:

- Technical Proposal
  - Cover Letter (limited to one (1) page)
  - Table of Contents
  - Executive Summary (limited to two (2) pages)
  - System Description, including general construction requirements
  - List of Hardware and Software, including warranty information
  - Compliance with Detailed Requirements

- Typical Site Diagram
- System Architecture Diagrams
- Network Requirements
- Risk Management & Disaster Recovery Plan (draft)
- Maintenance Plan & Procedures Manual (draft)
- Project Management Plan & Schedule (draft)
- Demonstrated Experience, Resumes, Organizational Chart, Staffing Plan, and References
- Cost Proposal
  - Cost Proposal Matrices (see Attachment F)
  - Milestone Payment Schedule (proposed)
- Fully Executed Proposal Forms (see Attachments)

**2.13.2. Contract Documentation** – The following documentation is required for Contract Execution:

- Signed Contract Agreement
- Valid Delaware Business License
- Certificate(s) of Insurance

**2.13.3. DTI and ARB Documentation** – See Appendix B.1 for details regarding required documentation.

**2.13.4. Project Execution Documentation** – The following documentation is required to be submitted prior to commencement of any activities relevant to the documentation being provided:

- Project Management Plan & Schedule (final)
- Final Design Documents – to be developed in conjunction with DelDOT Design Firm
- QA/QC Plan for Hardware and Software Installation & Integration
- Hardware and Software Testing Plans & Procedures
  - Factory Test Plan
  - Component Calibration Test Plan
  - Acceptance Test Plan
  - On-Line Demonstration and Production Test Plan
  - Final Acceptance Test Plan
- Test Results and Reports
- Maintenance Plan & Procedures Manual (final)

**2.13.5. Product Documentation**

- Equipment Manuals

- Product Cut Sheets/Data Sheets
- Software Manuals – for all system software, utilities, databases, licenses, and other packages used to develop, debug, and load software
- Hardware and Software Warranty Information
- Training Materials and User Manuals
- Hardware and Software Maintenance and Repair Manuals – this documentation shall provide sufficient information, including schematics, site specific layouts and modifications, test processes and procedures, cabling diagrams and parts lists to permit quick and efficient maintenance and repair by qualified personnel.
- Vendor must provide executable file in electronic format and/or a server image to DTI after any significant updates and fixes are implemented for the system.
- Source Code (to be held in Escrow – see Appendix B.2 for detailed requirements)

**2.13.6. Project Close-out Documentation** – The following documentation is required to be submitted as part of project close-out for each project phase:

- Lessons Learned Document
- Risk Management & Disaster Recovery Plan – Test results and updates as necessary
- Completed Final Close-out Punch List
- Final As-Built Documentation in native format
- Final Acceptance Test Report
- Spare Parts Inventory & Equipment Inventory for Each Site
- VM Ware Image of Active System (provide at Final Acceptance and within ten (10) business days of any updates to the system)

**2.14. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the vendor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits below with a carrier satisfactory to the State. All vendors/contractors must carry at least the following coverages:

- Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate, and
- Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate, and
- Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate, and
- Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate, and
- Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other, and
- Maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations

under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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

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

**State of Delaware**  
**Department of Transportation**  
**P.O. Box 778 Dover, DE 19903**  
Contract: 2152F

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

**2.15. DETAILED REQUIREMENTS**

The Detailed Requirements of this RFP are stated in **Appendix A**.

**2.16. IT REQUIREMENTS**

The IT Requirements of this RFP are stated in **Appendix B**.

**2.17. 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. DelDOT must approve any substitutions in writing.

**3. PROPOSAL REQUIREMENTS**

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

1. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.

- **Upload your submission at:**

<https://deldot.bonfirehub.com/portal/>

Important Notes:

- Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and **MUST** click the submit button before the proposal due date and time.

- Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- Each submitted item of Requested Information will only become visible to DelDOT after the proposal due date and time.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

Need Help? Please contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

2. **The Prime Consultant must be Registered**, or submit application for registration, with DelDOT at or before the time of submission in order to be considered. For registration information, click [here](#).
3. **Submit one (1) Original and one (1) Redacted copy** of the Proposal. The original must be a .pdf file of the original signed proposal and should be clearly marked “**Original**” on the first page of the document. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as “**Redacted**” on the first page of the document. The redacted copy is required even if the submission contains no proprietary or confidential information.

*To determine what information may be considered proprietary or confidential and may be redacted from their Proposal, firms should review Delaware’s Freedom of Information Regulations [here](http://regulations.delaware.gov/AdminCode/title8/1400.shtml#TopOfPage); 29 Del. C, §10002(l)(2), “Trade secrets and commercial or financial information...which is of a privileged or confidential nature” are “records that shall not be deemed public” and are therefore exempt from disclosure under FOIA.*

### **3.1. COVER LETTER**

Each proposal must 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 an officer of the company who has the legal capacity to enter the organization into a formal contract with DelDOT.

### **3.2. TABLE OF CONTENTS**

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

### **3.3. 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. Vendors are encouraged to review the Evaluation Criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

The Description of Services and Qualifications must be structured as follows:

#### **3.3.1. Executive Summary**

The Vendor must provide an executive summary of the highlights of the proposal.

#### **3.3.2. Proposed Solution**

Vendors must provide a detailed narrative of their proposed solution which addresses the Scope of Work in Section 2, in accordance with the functional, technical, and other project requirements identified in the Appendices. At a minimum, the Vendor must provide the following information:

- 1) System Description including a narrative describing the overall system, how the system operates, and a preliminary design sketch illustrating the system layout. Include descriptions of major system components, subsystems, and general construction requirements. Please provide this information for VWS site inclusive of tire abnormality detection system and thermal brake sensor on weigh station ramp.
- 2) Provide a statement indicating that the Vendor's proposed solution meets all of the Requirements specified in the Appendices. In the event that Vendor's proposed system is not capable of meeting some of the Requirements identified in the Appendices, Vendor shall identify those Exceptions to the Requirements in a table that identifies the requirement by section number (from the RFP) and describes the capabilities of the Vendor's system in relation to each of the unmet Requirements.
- 3) System Architecture Diagrams including systems, interfaces, hardware, and software shall be provided. A graphical representation of the major system components and their interaction shall also be provided. Specifically, Vendor shall provide the system architecture documents required by the Delaware Architecture Review Board (ARB). Templates for these documents can be found at the following web address:  
<http://dti.delaware.gov/information/ARBtemplates.shtml>
- 4) Application Architecture: Identify the type of application architecture (e.g., client/server, browser based). Provide a brief description of application architecture. An application architecture diagram can be included.
- 5) Technologies Used: Identify the technical platform (.NET, Java, etc.) and list the technologies that will be used by servers, workstations, middleware, database, software etc.
- 6) Hardware proposed to support the proposed solution.
- 7) Software proposed, including COTS tools to support the proposed solution.

- 8) Network requirements to support the proposed solution.
- 9) Risk Management and Disaster Recovery Plan.
- 10) Warranty and Maintenance Period – Vendors must describe their approach to meet the warranty and maintenance requirements specified in RFP Sections 2.11 and 2.12.

### **3.3.3. Project Management Plan and Schedule**

- 1) The Vendor must present its proposed project management plan and schedule.
- 2) The schedule shall provide timeframes in business days for the following activities:
  - Project Initiation
  - System Documentation (refer to Section 2.13 above and Appendix B)
  - Requirements and Customization
  - Typical VWS Site
    - Design Coordination
    - Construction Coordination
    - Site Construction – assume 2 months
    - Equipment Installation
    - System Integration
    - System Training
    - System Testing and Acceptance
    - Site Documentation
- 3) The Vendor’s proposed work plan must include a three (3) week timeframe for DelDOT to review and approve task completion deliverables, without interrupting the continuing progress towards completion of the project.
- 4) The proposed project work plan must include the timeframes for each phase and task in the project.

### **3.3.4. Testing and Acceptance**

The Vendor must submit a detailed testing and acceptance plan describing the proposed testing that supports the requirements and phased implementation as described in the RFP. This test plan should cover all aspects of testing throughout the development lifecycle. At a minimum, the plan should include factory testing, testing of each VWS subsystem, integrated system testing, and thirty (30) day operational testing that demonstrates the system meets the requirements and capabilities specified herein.

### **3.3.5. Training**

The Vendor must submit its plans for a comprehensive training program that will include provision of training manuals, and user’s manuals for DSP users and technical personnel (DelDOT IT and DTI). Anticipate three separate training modules, one for DSP users, one for DTI and DelDOT staff that will be supporting the system, and one for train-the-trainer. For the DSP End Users module, include two (2) training sessions; for the DTI and DelDOT staff, include two (2) training

sessions; and for the train-the-trainer, include one (1) training session. Vendor may also be required to provide additional training on an as-needed basis during the maintenance period, based on the unit pricing provided in the Cost Proposal. The training plan must include:

- 1) Method of training
- 2) Length of training (estimate number of hours)
- 3) Facility requirements for training
- 4) Detailed outline and description of the training
- 5) List of training materials and samples
- 6) Description of any self-guided training modules that may be available

### **3.3.6. Warranty**

The Vendor must submit a narrative describing the Warranty period. At a minimum this should include the length, terms, and conditions of the warranty period. Warranty must be for a minimum of twelve (12) months from final acceptance by DelDOT for each VWS / E-screening site. The Warranty must also include a narrative describing the level of support that will be available during the Warranty period. This level of support shall be equal to or greater than the support required during the maintenance period as described below.

### **3.3.7. Maintenance Support Services**

The Vendor must submit a comprehensive proposal for post-implementation support services for the remainder of the agreement term for each site. The proposal must provide support for both bi-annual preventive maintenance and emergency maintenance services, including a description of the support services and approach for providing the support.

### **3.3.8. Demonstrated Experience**

- 1) The Vendor must submit information demonstrating the Vendor's relevant experience in the design, construction, installation, integration, and maintenance of VWS and other CMV e-screening systems similar to the system sought by DelDOT through this RFP. Include Vendor's business history, number of years in operation, and two (2) most recent audited financial statements. Experience of key subcontractors should also be included here.
- 2) The Vendor must submit a project staffing proposal that supports the proposed project work plan. Identify the project manager and key personnel who will be performing the work on the project. Provide resumes highlighting relevant experience and describe the percentage availability of the PM and key personnel for the anticipated duration of this project. Vendors are advised that no changes or substitutions of the PM or key personnel will be allowed without the prior written approval of DelDOT. Describe the PM and key personnel's experience in the design, construction, installation, integration, and maintenance of the VWS system and subsystems described herein.
- 3) Submit a list of subcontractors and other persons and organizations that are anticipated to furnish the principal items of material and equipment for this project. This list shall be

accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, person, or organization.

- 4) Provide a Matrix summarizing the proposed staffing for this project. The matrix must include a list of personnel with the following columns: Name, Role, Key/Non-Key, On/Off Site, Full-Time/Part-Time, Number of Years of Experience, list of states where they have been involved in implementing similar systems.
- 5) Include a project team organizational chart.

### **3.4. PRICES QUOTED**

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

Vendors may offer to add related material or services that have been identified as necessary. The Vendors and DelDOT must agree on the pricing of any addition in writing.

### **3.5. INTERPRETATION OF ESTIMATES/QUANTITIES**

Unless stated otherwise, the quantities given in the RFP are to be considered approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

### **3.6. NON-COLLUSION STATEMENT**

Include a signed and notarized copy of the Non-Collusion Statement.  
Must have original signatures and a notary mark. **Use Attachment A.**

### **3.7. SUBCONTRACTORS**

Subcontracting is permitted under this RFP and contract. Every subcontractor must be identified. Make as many copies of the form as needed. **Use Attachment B.**

### **3.8. BUSINESS REFERENCES**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered. Please provide references other than DelDOT contacts. **Use Attachment C.**

### **3.9. CONFIDENTIALITY FORM**

Complete and include the Confidentiality Form. If your submittal includes confidential information, list on the form the confidential areas of your submittal. Please check box if no confidential or proprietary information is submitted. **Use Attachment D.**

**3.10. EXCEPTIONS FORM**

Bidders may elect to take **minor exception** to the terms and conditions of this RFP. DelDOT will evaluate each exception according to the intent of the terms and conditions contained herein. DelDOT must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening and listed on the Exceptions Form. DelDOT maintains sole discretion to reject any vendor exceptions that are submitted. **Use Attachment E.**

**3.11. BROCHURES, CUT SHEETS AND DRAWINGS**

Product brochures, cut sheets, drawings, etc. shall be provided as required for evaluation purposes. They shall be such as to permit DelDOT to compare and determine if the item offered complies with the intent of the specifications.

**3.12. BID FORM – ELECTRONIC**

Submit a completed Bid Form using the electronic spreadsheet provided on the Bonfire Website. A sample of the form is embedded with the RFP document for use in preparing your pricing. You must fill out the Pricing Form in the Bonfire Procurement Portal for bidding purposes. **Use Attachment F.**

**3.13. DBE GOAL**

There has been a zero percent (0 %) DBE goal has been established for this project.

**3.14. PROPOSAL SUBMISSION**

Interested firms must submit the material required herein or they may not be considered for the project. Proposals must be received prior to the Submission due date and time indicated in Section 1.1 above.

Proposals must be submitted through the [Bonfire Procurement Portal](#).

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

**3.14.1. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

The Vendor shall carefully examine 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. PROPOSAL EVALUATION**

##### **4.1. 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: More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.

- 4.1.1.** Evidence of collusion among vendors.
- 4.1.2.** Unsatisfactory performance record as evidenced by past experience with DelDOT or on a State of Delaware contract.
- 4.1.3.** Any suspension or debarment of the parent company, subsidiary, or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- 4.1.4.** 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.
- 4.1.5.** Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.
- 4.1.6.** If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

##### **4.2. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

- 4.2.1.** An individual proposal may be rejected for one or more of the following reasons:
  - 4.2.1.1. The respondent to the solicitation is determined to be nonresponsive or non-responsible.
  - 4.2.1.2. It is unacceptable.
  - 4.2.1.3. It is otherwise not advantageous to the State.
  - 4.2.1.4. The proposed price is unreasonable.
- 4.2.2.** 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:
  - 4.2.2.1. The Vendor's financial, physical, personnel or other resources, including subcontracts.
  - 4.2.2.2. The Vendor's record of performance and integrity.
  - 4.2.2.3. Any record regarding any suspension or debarment.
  - 4.2.2.4. Whether the Vendor is qualified legally to contract with the State.
  - 4.2.2.5. Whether the Vendor supplied all necessary information concerning its responsibility.
  - 4.2.2.6. Any other specific criteria for a particular procurement (to be entered by agency)
- 4.2.3.** If a Vendor is determined to be non-responsible or non-responsive, the Vendor shall be informed in writing.
- 4.2.4.** DelDOT reserves the right to waive minor irregularities or request additional information before determining if the Vendor is responsible and/or responsive. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

**4.3. RIGHT TO CANCEL SOLICITATION**

DelDOT reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DelDOT 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 DelDOT. Vendor’s participation in this process may result in DelDOT 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 DelDOT to execute a contract nor to continue negotiations. DelDOT may terminate negotiations at any time and for any reason, or for no reason.

**4.4. PROPOSAL EVALUATION COMMITTEE**

The Selection Committee is generally comprised of representatives of DelDOT, other agency employees, and/or persons familiar with the subject matter.

**4.4.1. The Committee reserves the right to:**

- 4.4.1.1. 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.
- 4.4.1.2. Waive or modify any information, irregularity, or inconsistency in proposals received.
- 4.4.1.3. Request modification to proposals from any or all vendors during the contract review and negotiation.
- 4.4.1.4. Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- 4.4.1.5. Select for contract, or for negotiations, a proposal other than that with lowest costs.
- 4.4.1.6. Select more than one vendor pursuant to 29 Del. C. §6926. Such selections will be based on the highest rated Criteria and Scoring evaluations.

**4.5. CRITERIA AND SCORING**

Evaluation Criteria categories and weighting are listed in the table below and described in the subsections that follow.

	<b>Evaluation Criteria:</b>	<b>Points</b>	<b>Weight</b>
1.	Proposed Solution	1 – 10	30 %
2.	Project Management Plan, Schedule, and Training Plan	1 – 10	10 %
3.	Warranty and Maintenance Services	1 – 10	15 %
4.	Demonstrated Experience	1 – 10	15 %
5.	Price	1 – 10	30 %
<b>Total:</b>			<b>100%</b>

Selection Committee members will assign up to the maximum number of points listed for each of the above criteria which determines individual ranking. DelDOT’s ranking is the average ranking of all Committee members. Upon review of DelDOT’s ranking the Committee will:

- Select the firm(s) with the highest DelDOT ranking and award a contract(s); or
- Conduct negotiations with offerors who submit proposals found to be reasonably likely to be selected for award. If negotiations are held, Best and Final Offers will be requested from those offerors.

**4.5.1. Proposed Solution (30%)**

- Technical Solution – The solution is complete and comprehensive, meeting the functional and technical requirements.
- Proposed Approach – The project approach meets or exceeds the project requirements specified in this RFP.
- Proposal Options – The options are presented clearly with definitive cost separation and meet the intended purpose.
- Technical Innovations – The proposal includes the latest state of the practice technology applications and/or provides innovative solutions to meet the identified goals and objectives of this project.

**4.5.2. Project Management Plan, Schedule, and Training Plan (10%)**

- Project Management Plan – The Project Management Plan is comprehensive, feasible, and adequately addresses the variety of project requirements.
- Project Schedule – The project schedule is complete and comprehensive, addressing all project phases and deliverables within a reasonable timeframe.
- Training Plan – The Training Plan is complete, comprehensive, and suitable to address the training requirements specified herein.

**4.5.3. Warranty and Maintenance Services (15%)**

- Warranty – The warranty meets or exceeds the requirements specified in the RFP. Vendor agrees to provide preventive and emergency maintenance services during warranty period.
- Maintenance Services – Proposal provides an approach to preventive and emergency maintenance that meets or exceeds the requirements specified in the RFP.

**4.5.4. Demonstrated Experience (15%)**

- Project Experience – The Proposal provides evidence of similar, successful design, construction, installation, integration, and maintenance experience with VWS / e-screening projects of similar size and scope.
- Qualifications and Experience of PM and Key Personnel – The Proposal demonstrates the relevant experience of the project manager and key personnel.
- References – The Proposal provides positive references from previous clients with projects of similar size and scope.

**4.5.5. Vendor Pricing (30%)**

All Price Proposals submitted by Vendors will be opened and evaluated subsequent to the Proposal Technical Evaluation. Price proposals will be evaluated comparatively, with the Vendor that presents the lowest cost solution receiving the full points for this category and the Vendor that presents the highest cost solution receiving the least points for this category.

**4.5.6. 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, DelDOT 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, DelDOT will pay travel costs only for State of Delaware personnel for these visits.

#### **4.5.7. Oral Presentations**

Vendors who submit proposals found to be reasonably likely to be selected for award 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.

### **5. AWARD**

DelDOT reserves the right to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

DelDOT reserves the right 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 DelDOT, the best interest of the State will be promoted thereby.

DelDOT will award this contract within one hundred twenty (120) days from the date of opening proposals to the most responsible and responsive vendor(s) who best meets the RFP terms and conditions, or all proposals will be rejected. A formal contract must be executed with the successful firm(s) within 20 days after award.

#### **5.1. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor(s) shall either furnish DelDOT 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 at the following number 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

#### **5.2. MATERIAL VERIFICATION**

Before any contract is awarded, the successful Vendor(s) 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.

#### **5.3. CONTRACT IMPLEMENTATION**

No order is to be shipped, or employee of the Vendor(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 Notice to Proceed may also be required prior to beginning work.

#### **5.4. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for

commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor.

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

#### **5.5. WARRANTY**

In addition to any warranty requirements listed or proposed, 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.

#### **5.6. PERSONNEL, EQUIPMENT AND SERVICES**

The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

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.

#### **5.7. ASSIGNMENT**

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

#### **5.8. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by DeDOT 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.

#### **5.9. 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, DeDOT, 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).

**5.10. 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.

**5.11. 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.

**5.12. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

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

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

**5.13. 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.

**5.14. CONTRACT DOCUMENTS**

The executed Contract, DelDOT's Request for Proposal with Attachments and Appendices, the Purchase Order(s), and the Vendor's submitted Proposal 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 former prevails over the latter.

## **6. TERMS AND CONDITIONS**

### **6.1. 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 its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal, and are subject to the approval and acceptance of DelDOT.

DelDOT requires the use of various electronic applications for various documentation processes. These processes will be identified, and the Contractor's required use will be detailed during the Preconstruction Meeting. No additional payments will be made to the contractor to use or interface with the applications.

### **6.2. 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 or order.

### **6.3. ORDERING PROCEDURE**

Successful Vendor(s) 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, DelDOT and 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 DelDOT or a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax, or computer on-line systems.

### **6.4. BILLING**

The Vendor is required to "Bill as Shipped" to DelDOT or 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.

### **6.5. INVOICING**

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

### **6.6. METHOD OF PAYMENT**

**6.6.1.** 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 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.

- 6.6.2.** No premium time for overtime will be paid without prior written State authorization. Any indirect overhead cost shall not be applied to the premium portion of the overtime.

**6.7. 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.

**6.8. 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.

**6.9. 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.

**6.10. VENDOR- OWNED EQUIPMENT REMOVAL**

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

**6.11. CONTRACT EXTENSION**

DelDOT reserves the right to extend this contract on an annual basis for a period of up to five (5) years.

**6.12. LAWS OF DELAWARE**

This Agreement and the terms thereof shall be construed in accordance with the laws of the State of Delaware. In addition, Vendor(s) agrees to the jurisdiction and venue of a competent court within the State of Delaware.

## **7. GENERAL PROVISIONS**

### **7.1. AUTHORITY OF AGENCY**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of DelDOT or the Agency shall be final and binding.

### **7.2. 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.

### **7.3. INDEPENDENT CONTRACTORS**

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

### **7.4. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES**

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

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency,

continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

#### **7.5. EMERGENCY TERMINATION OF CONTRACT**

- 7.5.1.** 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.
- 7.5.2.** 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.

#### **7.6. INDEMNIFICATION**

##### **7.6.1. 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.

##### **7.6.2. 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:

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

#### **7.7. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any

such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

#### **7.8. 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.

#### **7.9. 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.

#### **7.10. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS**

The individual orders may be terminated as follows:

**7.10.1. 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.

**7.10.2. 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 Agency, 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.

**7.10.3. 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.

**7.11. TERMINATION OF CONTRACT**

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

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

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

**7.11.2. 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.

**7.11.3. 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.

**7.12. 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.

**7.13. TAX EXEMPTION**

**7.13.1.** Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

**7.13.2.** 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.

**7.14. AGENCY USE CONTRACT**

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

**7.15. 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.

**7.16. APPLICABLE LAW AND JURISDICTION**

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

exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

**7.17. SEVERABILITY**

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

**7.18. PATENTED DEVICES, MATERIALS AND PROCESSES**

**7.18.1.** 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.

**7.18.2.** The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers, or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**7.19. 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.

**7.20. ASSIGNMENT OF ANTITRUST CLAIMS**

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

**7.21. TESTING AND INSPECTION**

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

**7.22. 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.

**7.23. GRATUITIES**

**7.23.1.** 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

**7.23.2.** 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.

**7.24. POTENTIAL CONTRACT OVERLAP**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**7.25. SUPPLEMENTAL SOLICITATION**

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

**7.26. REQUIRED REPORTING**

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

A complete and accurate Usage Report (**Attachment 8**) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov) with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing

agency information, quantities procured, and prices paid. Reports are required monthly, including those with “no spend.” Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov) 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.

**7.27. FAIR BACKGROUND CHECK PRACTICES**

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

**7.28. VENDOR BACKGROUND CHECK REQUIREMENTS**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State’s on premises contracts. Unless otherwise directed at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site premises service for contract vendors. Should an individual be identified, and the Vendor(s) believes their employee’s service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency’s decision to allow or deny access to any individual identified on a registry database is final and at the Agency’s sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

**7.29. MINIMUM WAGE RATES**

State of Delaware Prevailing Wage Rates are not applicable to this project.

**7.30. PREVAILING WAGE**

State of Delaware Prevailing Wage Rates are not applicable to this project.

**7.31. IRS 1075 PUBLICATION**

**Performance**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees. The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either

with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### 7.32. CLOUD AND EXTERNAL HOSTING

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

- All [State Standards](#);
- Terms and Conditions Governing Cloud Services and Data Usage Policy. APPENDIX B
- Terms and Conditions Governing Cloud Services and Data Usage Agreement. APPENDIX B

### 7.33. SECURITY

As computer, network, and information security are of paramount concern, DeIDOT wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Vendor's system shall meet or exceed the requirements of the most recent version of the State of Delaware Information Security Policy (SE-ESP-001), obtained from <https://dti.delaware.gov/technology-services/standards-and-policies/>.

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by DeIDOT. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to DeIDOT in law or in equity, DeIDOT shall have the right to set off from any payment made to Vendor all damages, costs, and expenses caused by any information security breaches. To the extent that there is a conflict between this paragraph and the Cyber Liability Addendum (Cyber Responsibilities, Liability and Insurance Attachment), the terms of the Cyber Liability Addendum shall control.

### 7.34. OWNERSHIP, SOURCE CODE ESCROW, AND LICENSING

Once the system is deployed, DeIDOT shall retain ownership of all tests, production, and historical data produced by the proposed system.

In the event that custom software development is required and developed by Vendor specifically and solely for DeIDOT (the "Custom Software"), DeIDOT shall own the entire rights (including

copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to the Custom Software development documentation, software, and any other intellectual properties created for custom software and versions thereof, and all works based upon, derived from, or incorporating works thereof, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the custom software and copyrights arising therefrom, and in and to all rights corresponding to the custom software and versions thereof.

Custom Software developed to enhance existing commercial off the shelf software to conform to minor aspects of the Technical Requirements per the Request for Proposal Scope of Work is not considered as DelDOT-owned per conditions defined herein but must be included in the escrowed source code.

Vendor is to deliver source code in escrow for all Software programs under this Agreement with all support resource files needed to edit, compile and link these programs on DelDOT's network. The rights of DelDOT in this respect shall survive for a period of twenty (20) years. The Escrow Agreement must be executed between the Vendor, DelDOT, and Escrow Company prior to issuance of the Notice to Proceed. Escrow account costs are borne by DelDOT. DelDOT's rights to any software or code contemplated herein shall include the right of DelDOT to provide said software or code to any replacement provider of the services and equipment contemplated in this RFP after the termination of the Agreement period at no additional cost to DelDOT.

Vendor is to deliver all documentation concerning protocol for Custom Software, source code, program listings, and description of software infrastructure, system architecture, database design, procedure manuals, hardware utilization, and instructions necessary to convert the source code into an operational system such that upon the failure or demise of the Vendor or Vendor's partners, DelDOT has access to such information limited in use only by the scope of this contract.

Vendor shall transfer to, or purchase for DelDOT, licenses for software acquired in conjunction with this project, including all original media, documentation, warranties, licenses, and applications software.

**7.35. WARRANTIES**

The Contractor warrants that the services, and all parts thereof, shall be (a) performed by the Contractor, its employees and subcontractors, utilizing the skill, judgment, and attention of experienced and competent professionals having extensive experience in the performance of the services; (b) consistent with the technology and other practices expected from similar firms of national reputation performing services of a similar nature; (c) conducted in a safe, prudent, careful, and workmanlike manner; and (d) conformed to the standard of care expected from similar firms of national reputation performing services of a similar nature. The Vendor further warrants that any documents, computer disks, printouts, plans, layouts, or other items provided under the Contract Documents, whether by the Vendor or its subcontractors, shall be free from any and all claims, demands, encumbrances, security interests and liens, and that the Vendor shall defend DelDOT's title thereto.

**7.36. BREACHES AND DISPUTE RESOLUTION**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Secretary of the Delaware Department of Transportation. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Secretary. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Secretary's representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by DelDOT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of the other parties' employees, agents, or others for whose acts that party is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. Contractor acknowledges that DelDOT's liability is limited by law in 2 Del. C. §1329.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between DelDOT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DelDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**8. DEFINITIONS**

The attached Definitions apply to this Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Vendors or their authorized representatives are required to fully acquaint themselves with State procurement laws and regulations prior to submitting a proposal.

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

**STATE:** The State of Delaware

**AGENCY:** Delaware Department of Transportation (DelDOT).

**BID INVITATION:** The "Request for Proposal" is a packet of material sent to vendors and consists of related documents 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.

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

**RFP:** Request for Proposal.

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

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

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

**VENDOR'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.

## 9. ACRONYM LIST

AASHTO – American Association of State Highway and Transportation Officials

AFDS – Active Direct Federation Services

ALPR – Automated License Plate Reader

API – Application Programming Interface

ARB – Architecture Review Board

ASTM – American Society for Testing and Materials

ATP – Acceptance Test Procedures

AUR – Automatic USDOT Number Recognition

BAFO – Best and Final Offer

BOLO – Be-On-The-Look-Out

CE – Conformité Européenne

CFR – Code of Federal Regulations

CIF – Carriage Insurance and Freight

CMV – Commercial Motor Vehicles

COM – Computer Output Microfilm

COTS – Commercial Off-The-Shelf  
CMVEU – Commercial Motor Vehicle Enforcement Unit  
CVIEW – Commercial Vehicle Information Exchange Window  
DMS – Dynamic Message Signs  
DMZ – Demilitarized Zone  
DOIT – Department of Information Technology  
DSP – Delaware State Police  
DSRC – Dedicated Short-Range Communications  
DTI – Delaware Department of Technology and Information  
FCC – Federal Communications Commission  
FHWA – Federal Highway Administration  
FOIA – Freedom of Information Act  
FTA – Federal Transit Administration  
GUI – Graphical User Interface  
IAM – Identity and Access Management  
ICD – Interface Control Document  
ITMS – Integrated Transportation Management System  
IT – Information Technology  
ITD – Innovative Technology Deployment  
ITS – Intelligent Transportation System  
JAWS – Job Access with Speech  
JSON – JavaScript Object Notation  
LP – License Plate  
LPR – License Plate Reader  
MPT – Maintenance and Protection of Traffic  
MTBF – Mean Time Between Failures  
MUTCD – Manual on Uniform Traffic Control Devices  
NEMA – National Electrical Manufacturer Association  
Nlets – National Law Enforcement Telecommunications System  
NTP – Notice to Proceed  
OCR – Optical Character Recognition  
PDF – Portable Document Format  
PrePass – Name of service for transponder-based e-screening system

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PM – Project Manager

PRISM – Performance and Registration Information Systems Management

PTZ – Pan, Tilt, and Zoom

RFP – Request for Proposals

ROW – Right-of-Way

SAFER – Safety and Fitness Electronic Records

SOW – Scope of Work

SQL – Structured Query Language

SSD – Solid State Drives

SSLVPN – Secure Socket Layer Virtual Private Network

UL – Underwriters Laboratories

USDOT – United States Department of Transportation

VMW – Variable Message Sign

VWS – Virtual Weight Station

WIM – Weigh-in-Motion

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STATE OF DELAWARE  
Department of Transportation

Informational Document- 1.

Sample Report 1

STATE OF DELAWARE  
MONTHLY USAGE REPORT

FOR ILLUSTRATION PURPOSES ONLY

**State of Delaware**

**Monthly Usage Report**

<b>Supplier Name:</b>				Insert Contract No.	<b>Report Start Date:</b>				
<b>Contact Name:</b>					<b>Report End Date:</b>				
<b>Contact Phone:</b>					<b>Today's Date:</b>				
Agency Name or School District	Division or Name of School	Budget Code	<a href="#">UNSPSC</a>	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov). It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE  
Department of Transportation

Informational Document- 2.  
Sample Report 2

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																					
Subcontracting (2nd tier) Quarterly Report																					
<b>Prime Name:</b>							<b>Report Start Date:</b>														
<b>Contract Name/Number</b>							<b>Report End Date:</b>														
<b>Contact Name:</b>							<b>Today's Date:</b>														
<b>Contact Phone:</b>							*Minimum Required		Requested detail												
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service-Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid				

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorousage@delaware.gov](mailto:vendorousage@delaware.gov).

**Informational Document- 3.**

**PROPOSAL REPLY REQUIREMENTS**

The response must contain at a minimum the following information:

- 1. Attachment A** - One (1) completed, signed, and notarized copy of the Non-Collusion Statement.  
*MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.*
- 2. Attachment B** - One (1) completed signed paper copy of the Subcontractor Information Form.  
*One form for each Subcontractor, if no Subcontractors submit form and mark it N/A.*
- 3. Attachment C** - One (1) completed Business References Form.  
*Please provide references other than State of Delaware contacts.*
- 4. Attachment D** - One (1) completed Confidentiality Form.  
*Please check box if no confidential or proprietary information is claimed.*
- 5. Attachment E** – One (1) completed Exception Form.  
*Please check box if no information.*
- 6. Attachment F** - One (1) completed excel Bid Form (Bonfire Portal)  
*Must contain all Bid Form pages.*
- 7.** Provide Delaware license(s) and/or certification(s) necessary to perform services as identifies in the scope of work.
- 8.** Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
- 9.** Complete all appropriate attachments and forms as identified within the RFP.
- 10.** Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section 2.14 (Mandatory Insurance Requirements).
- 11.** Pricing as identified in the solicitation.

The items listed above provide the basis for evaluating each vendor’s proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

**Proposals must be submitted in Bonfire Procurement Portal.**

STATE OF DELAWARE  
 Department of Transportation  
 Contract No. 2152F  
 VIRTUAL WEIGH STATIONS - DEVELOPMENT, OPERATION, AND MAINTENANCE OF NEW COMMERCIAL MOTOR VEHICLE E-  
 SCREENING SITES

**Attachment: A**

**NON-COLLUSION STATEMENT**

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

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

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

	Corporation
	Partnership
	Individual

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

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

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

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

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

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

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

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

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

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

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

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

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

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

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

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR 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 \_\_\_\_\_

**SUBCONTRACTOR INFORMATION FORM**

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

**Note: Add additional pages as needed.**

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

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**





STATE OF DELAWARE  
 Department of Transportation  
 Contract No. 2152F  
 VIRTUAL WEIGH STATIONS - DEVELOPMENT, OPERATION, AND MAINTENANCE OF NEW COMMERCIAL MOTOR VEHICLE E-  
 SCREENING SITES

**Attachment: F**

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

**BID FORM**

\*\* ALL COLUMNS MUST BE COMPLETED AS INDICATED \*\*  
**Note: Vendor will complete excel Bid Form in [Bonfire Procurement Portal](#)**

COST MATRIX 1 - HARRINGTON VWS SITE					
Item	Task Description	Qty	Unit	Unit Cost	Total Cost
1.1	Project Management, Design Coordination & Construction Coordination	1	Each		
1.2	DTI/ARB Requirements	1	Each		
1.3	VWS Site Server PC and Peripheral Equipment (monitor, keyboard, mouse, communications)	1	Each		
1.4	Weigh-in-Motion Scale	2	Each		
1.5	Site Activation System	1	Each		
1.6	Over Height Detector	1	Each		
1.7	LPR Camera	1	Each		
1.8	AUR Camera	1	Each		
1.9	Overview Camera	1	Each		
1.10	Dynamic Message Sign	1	Each		
1.11	Tire Abnormality Detector	1	Each		
1.12	Vehicle Tracking System (assumes 1 vehicle tracker at screening location and 1 at DMS)	2	Each		
1.13	Central Server Cost (5 years)	1	Quarterly		
1.14	Cabinet and UPS	1	Each		
1.15	System Integration	1	Each		
1.16	Testing and Documentation	1	Each		
1.17	Maintenance and Protection of Traffic (MPT)	1	Each		
1.18	Software Licensing	1	Each		
1.19	Spare Parts Inventory	1	Each		
1.20	Maintenance Cost Year 1*	1	Each		
1.21	Maintenance Cost Year 2*	1	Each		
1.22	Maintenance Cost Year 3*	1	Each		
1.23	Maintenance Cost Year 4*	1	Each		
1.24	Maintenance Cost Year 5*	1	Each		
	<b>Harrington VWS Site Total Cost</b>				

**Note: Equipment Cost includes equipment purchase, installation & integration.**

**This page is for information only. Do not use this page to submit a Bid.**

STATE OF DELAWARE  
 Department of Transportation  
 Contract No. 2152F

VIRTUAL WEIGH STATIONS - DEVELOPMENT, OPERATION, AND MAINTENANCE OF NEW COMMERCIAL MOTOR VEHICLE E-  
 SCREENING SITES

<b>COST MATRIX 2 – BLACKBIRD THERMAL BRAKE SENSOR SITE</b>					
<b>Item</b>	<b>Task Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
2.1	Thermal Brake Sensor System (turnkey solution includes installation, integration, testing, acceptance & one year warranty)	1	Each		
2.2	Maintenance Cost Year 1	1	Each		
2.3	Maintenance Cost Year 2	1	Each		
2.4	Maintenance Cost Year 3	1	Each		
2.5	Maintenance Cost Year 4	1	Each		
2.6	Maintenance Cost Year 5	1	Each		
	<b>Blackbird Thermal Brake Sensor Total Cost</b>				

**Note: Construction performed by DeIDOT On-Call ITS Contractor under separate agreement.**

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STATE OF DELAWARE  
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VIRTUAL WEIGH STATIONS - DEVELOPMENT, OPERATION, AND MAINTENANCE OF NEW COMMERCIAL MOTOR VEHICLE E-SCREENING SITES

<b>COST MATRIX 3 - TYPICAL VWS SITE</b>			
<b>Item</b>	<b>Task Description</b>	<b>Unit</b>	<b>Unit Cost</b>
3.1	Project Management, Design & Construction Coordination	Each	
3.2	DTI/ARB Requirements	Each	
3.3	VWS Site Server PC and Peripheral Equipment (monitor, keyboard, mouse, communications)	Each	
3.4	Weigh-in-Motion Scale	Each	
3.5	Site Activation System	Each	
3.6	Over Height Detector	Each	
3.7	LPR Camera	Each	
3.8	AUR Camera	Each	
3.9	Overview Camera	Each	
3.10	Central Server	Quarterly	
3.11	Cabinet and UPS	Each	
3.12	System Integration	Each	
3.13	Testing and Documentation	Each	
3.14	Maintenance and Protection of Traffic (MPT)	Each	
3.15	Software Licensing	Each	
3.16	Spare Parts Inventory	Each	
3.17	Maintenance Cost Year 1*	Each	
3.18	Maintenance Cost Year 2*	Each	
3.19	Maintenance Cost Year 3*	Each	
3.20	Maintenance Cost Year 4*	Each	
3.21	Maintenance Cost Year 5*	Each	
	<b>Typical Site Total Cost</b>		

**Note: Equipment Cost includes equipment purchase, installation & integration, testing, acceptance & one year warranty.**

**\*Maintenance cost per site.**

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VIRTUAL WEIGH STATIONS - DEVELOPMENT, OPERATION, AND MAINTENANCE OF NEW COMMERCIAL MOTOR VEHICLE E-SCREENING SITES

<b>COST MATRIX 4 - OPTIONAL ITEMS</b>			
<b>Item</b>	<b>Task Description</b>	<b>Unit</b>	<b>Unit Cost</b>
4.1	Dynamic Message Signs (DMS)	Each	
4.2	Tire Abnormality Detector	Each	
4.3	Thermal Brake Sensor	Each	
4.4	Vehicle Tracking System	Each	
4.5	Web-Based Training -- DSP End User	Each	
4.6	Web-Based Training -- Train-the-Trainer	Each	
4.7	Web-Based Training -- DelDOT/DTI Support	Each	

**Note: Equipment Cost includes equipment purchase, installation, integration, testing, acceptance & one year warranty. Construction performed by DelDOT On-Call ITS Contractor under separate agreement.**

<b>COST MATRIX 5 - MAINTENANCE COSTS FOR OPTIONAL ITEMS</b>			
<b>Item</b>	<b>Task Description</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Dynamic Message Sign O&amp;M</b>			
5.1	Maintenance Cost Year 1	Each	
5.2	Maintenance Cost Year 2	Each	
5.3	Maintenance Cost Year 3	Each	
5.4	Maintenance Cost Year 4	Each	
5.5	Maintenance Cost Year 5	Each	
<b>Tire Abnormality Detection System O&amp;M</b>			
5.6	Maintenance Cost Year 1	Each	
5.7	Maintenance Cost Year 2	Each	
5.8	Maintenance Cost Year 3	Each	
5.9	Maintenance Cost Year 4	Each	
5.10	Maintenance Cost Year 5	Each	
<b>Thermal Brake Sensor O&amp;M</b>			
5.11	Maintenance Cost Year 1	Each	
5.12	Maintenance Cost Year 2	Each	
5.13	Maintenance Cost Year 3	Each	
5.14	Maintenance Cost Year 4	Each	
5.15	Maintenance Cost Year 5	Each	

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VIRTUAL WEIGH STATIONS - DEVELOPMENT, OPERATION, AND MAINTENANCE OF NEW COMMERCIAL MOTOR VEHICLE E-  
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**Attachment:G**

10% BOND TO ACCOMPANY PROPOSAL  
(NOT NECESSARY IF CERTIFIED CHECK IS USED) OR BOND IS WAIVED

KNOW ALL MEN BY THESE PRESENTS That \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and the State of \_\_\_\_\_ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of \_\_\_\_\_ Dollars or \_\_\_\_\_ percent (not to exceed \_\_\_\_\_ Dollars) of amount bid on above Contract Number to be paid to said State of Delaware for the use and benefit of the Department of Transportation of said State, for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden Principal who has submitted to said Agency of the State of Delaware, a certain proposal to enter into this contract for the furnishing of certain products and/or services within the said State of Delaware shall be awarded this Contract, and if said Principal shall well and truly enter into and execute this Contract and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_ (20\_).

SEALED AND DELIVERED IN THE

Presence of

Corporate Seal

Attest:

\_\_\_\_\_

Corporate Seal

Witness:

\_\_\_\_\_

BY

\_\_\_\_\_  
Name of Bidder (Organization)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title