



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

NICOLE MAJESKI
SECRETARY

VIA WEBSITE POSTING

June 3, 2024

Agreement No. **2112 - 2113**

Ignition Interlocking Device (IID) Installation and Monitoring Services

Ladies and Gentlemen:

Enclosed is **Addendum No. 1** for the referenced agreement consisting of the following:

1. **Revised:**
 - a. **RFP – Removal of Attachment B, Subcontractor Information Form**

All other terms and conditions remain the same.

Sincerely,

Contract Administration
(302) 760-2031

****ADDENDUM 1 – June 3, 2024****
Request for Proposal updated - Removal of Attachment B



DELAWARE DEPARTMENT OF TRANSPORTATION

State of Delaware

Request for Proposal

Title: **IGNITION INTERLOCKING DEVICE (IID)
INSTALLATION AND MONITORING SERVICES**

Agreement Number: **2112 - 2113**

- *Deadline to Respond* -

Thursday, June 07, 2024

PRIOR TO 2:00 P.M. Local Time

Issued by:

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



Questions must be submitted before the due date identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the [Bonfire Procurement Portal](http://bonfireprocurement.com).

The Department's response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <http://bids.delaware.gov/>.

**IGNITION INTERLOCKING DEVICE (IID)
INSTALLATION AND MONITORING SERVICES**

ALL AUTHORIZED SERVICE PROVIDERS:

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

Contents:

1. PROJECT INFORMATION	2
2. SCOPE OF WORK	3
3. PROPOSAL REQUIREMENTS.....	26
4. PROPOSAL EVALUATION	30
5. AWARD	32
6. TERMS AND CONDITIONS	35
7. GENERAL PROVISIONS	37
8. DEFINITIONS.....	45

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

- 1 – Sample Monthly Usage Report (Sample Report 1)
- 2 – Sample Subcontracting (2nd Tier) Quarterly Reporting (Sample Report 2)

REQUIRED BID 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 – EXCEPTION FORM](#)

All above documents are made part of this solicitation and are contained within this file, or available for download at the following site: <https://deldot.bonfirehub.com/portal/>.

In order for your response to be considered, the REQUIRED PROPOSAL DOCUMENTS must be complete and correct and submitted electronically through Bonfire (<https://deldot.bonfirehub.com/portal/>).

**IGNITION INTERLOCKING DEVICE (IID)
INSTALLATION AND MONITORING SERVICES**

1. PROJECT INFORMATION

This Request for Proposal (RFP) issued by the Delaware Department of Transportation (DelDOT) is for the purpose of acquiring Proposals from qualified firms to provide Ignition Interlock Devices (IID), installation, and monitoring services to offenders that are required to have an IID installed in their vehicle pursuant to the requirements of 21 *Del. C.* §4177, et seq., which includes when an individual is convicted of Driving Under the Influence (DUI) while in possession of a driver’s license issued by the State of Delaware.

1.1. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and contract award. Authorized Service Provider(s) 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.

Action Item	Date	Time
Deadline for Questions to ensure response:	Ten (10) business days prior to the proposal due date	2:00 P.M. Local Time
Final Response to Questions posted by:	Five (5) business days prior to the proposal due date	2:00 P.M. Local Time
Proposals Due by:*	Thursday June 07, 2024	2:00 P.M. Local Time

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

1.2. INQUIRIES & QUESTIONS

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

The Department’s response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <http://bids.delaware.gov/>.

Direct contact with State of Delaware employees other than DelDOT’s Contract Administration staff regarding this RFP is expressly prohibited without prior consent. Firms 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. MANDATORY PREBID MEETING

A pre-bid meeting has not been established for this Request for Proposal.

1.4. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

1.5. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

1.6. CONTRACT PERIOD

DelDOT reserves the right to award a contract for the services requested under this RFP to more than 1 bidder, who would then become an “Authorized Service Provider” upon entry into a contract with DelDOT. Each successful Authorized Service Provider’s contract shall be valid for a three (3) year period. The contract may be extended for up to two (2) one (1) year periods through negotiation between the Authorized Service Provider(s) and DelDOT. 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 on a month-to-month basis for a period of up to six (6) months after the term of the contract has been completed to enable the award of any new contract and provide for continuity of service during any transition period to any newly awarded contractor

1.7. PRICES

Prices and/or rates shall remain firm for the initial three (3) year term of the contract period 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. Submittals must be structured as described.

1.8. PRICE ADJUSTMENT

The Authorized Service Provider(s) is not prohibited from offering a price reduction on its services or materiel offered under the contract. DelDOT is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that DelDOT may agree to exercise.

If an agreement is reached to extend this contract beyond the initial three year period, 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.

1.9. SHIPPING TERMS

FOB destination, freight prepaid and allowed.

2. SCOPE OF WORK

The Authorized Service Provider(s) shall provide all equipment, materials, and labor to supplement DelDOT’s need for Ignition Interlock Device (IID) Installation and Monitoring Services as described herein. The contract

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

will require the Authorized Service Provider(s) to cooperate with DelDOT to ensure the State receives the most current state-of-the-art material and/or services.

The Delaware Department of Transportation's, Division of Motor Vehicles (DMV) is seeking to establish a three (3) year agreement with the option for two (2) one-year extension for up to two (2) responsible service providers to supply Ignition Interlock Device (IID) installation and monitoring services to offenders who are required to have an IID installed in their vehicle pursuant to the requirements of 21 *Del. C.* §4177, et seq., which includes when an individual is convicted of Driving Under the Influence (DUI) while in possession of a driver's license issued by the State of Delaware.

The selected firm will need to:

- Show competence in the development and maintenance of an ignition interlock service program.
- Show competence in knowledge and design of the chosen ignition interlock device.
- Show competence in the installation and removal of the ignition interlock device.
- Show competence of confidentiality of customer information.
- Be versed in DelDOT ignition interlock device specifications.
- Have State Directors and technicians become certified with the DMV.

AUTHORIZED SERVICE PROVIDER SERVICES REQUIRED

Services included but are not limited to the following:

- Installation of ignition interlock devices that meet Delaware requirements and transmit information to DMV.
- Provide training and material/handouts of device to customers.
- Monthly monitoring of the ignition interlock devices.
- Removal of the ignition interlock devices.
- Reporting of ignition interlock violations to DMV.
- Provide 24-hour emergency services to customers.
- Upon request of the DelDOT, DMV or the Delaware Department of Justice (DOJ) to testify before applicable courts.
- Recognize any and all types of ignition interlock device tampering.
- Resolve customer complaints.
- Must provide locations and operating times for service centers located in each of the three (3) counties in Delaware.
 - New Castle County
 - Kent County
 - Sussex County

Providers are required to be in accordance with the DelDOT Ignition Interlock Device Specifications and have the capability to electronically submit monitoring reports directly to DMV's Toxloc system.

2.1. BACKGROUND

The IID Program is authorized by 21 *Del. C.* § 4177F. The purpose of the program is to provide an alternative sanction, at no cost to the State of Delaware (State), for a person convicted of driving under the influence that permits and encourages them to continue as productive members of society.

DUI programs must be self-supporting. A schedule of anticipated revenues must be presented in sufficient detail to reasonably assure that the program will be able to support its operation using client fees (See Section II of this RFP). While there is an assumption that all offenders will have to pay for the services they receive, the proposed fee structure should reflect the reality that not all participants will be able to pay the full fee for the service. Therefore, based on State Code and Regulations, any participant who makes application for an indigent plan shall meet certain criteria and provide specific documentation, upon approval by the DMV (See Section II, Fees, C.)

The DMV currently has two programs available for an IID: First Offense Election (FOE) and First and Subsequent IID Convictions. An Ignition Interlock license cannot be issued until the participant has met the minimum qualifications. These programs are based upon the Delaware Code in effect at the time of the posting of the RFP. Bidders should anticipate that the Legislature may change the Delaware Code regarding eligibility in the IID program, which could increase or decrease the number of persons eligible for IID, and also change the requirements for IID participation. All Bidders are expected to ensure that their proposal anticipates the potential for future expansion and the increase in persons eligible for IID and also any legislative changes that add requirements for the IID program at no cost to DelDOT. While DMV may provide legislative updates to the Authorized Service Provider which gives the Authorized Service Provider advance notice of proposed legislation which may affect the program, such as authorizing IID's for non-Delaware licensed drivers, it shall be the responsibility of the Authorized Service provider to track all pending legislation which may affect the IID program and services being administered by the Authorized Service provider.

FIRST OFFENCE ELECTION

At the time of arraignment in court, the offender may elect to apply for enrollment in the FOE program if they have never had a previous or prior conviction or offense for driving under the influence. If the offender has accepted the FOE and has taken a chemical test, they may also elect at that time to participate in the FOE program as part of their probation. The offender must hold a valid Delaware license at the time of offense to qualify for this program.

After election of the FOE, the offender shall immediately apply for an Ignition Interlock license under the following terms:

- All licenses were surrendered to the DMV prior to the application being submitted to DMV;
- Complete an Ignition Interlock Program application;
- Provide proof of insurance for each vehicle in which the IID is to be installed;
- The offender's driver license and/or privileges are not revoked or suspended for other violations that would prohibit the issuance of an Ignition Interlock license;

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

- Must have the IID Install Approval Letter from the DMV.

Any offender who elects the FOE program must remain on the Ignition Interlock license for four months from the date of issuance of the Ignition Interlock license. The IID program for FOE is mandatory if the offender has a vehicle registered in their name. It is not mandatory if no vehicles are registered in the offender's name. Prior to reinstatement, the DMV must have received notice that the individual has successfully completed all of the requirements of the FOE program.

FIRST AND SUBSEQUENT DUI CONVICTION

Any person who was convicted of a first or subsequent driving under the influence of drugs or alcohol charge has the option to have an IID installed on any vehicle they operate.

The offender must have had a valid Delaware license at the time of the offense in question, provide proof of enrollment in a course of instruction, rehabilitation, or both as designated by the court, and pay all fees associated with the course.

- The license must be surrendered to the DMV prior to the installation of the IID.
- For a first conviction the license must be revoked for thirty (30) days to forty-five (45) days, depending on the Blood Alcohol Concentration (BAC), for the installation of the IID. See 21 *Del. C.* §4177, et seq. for suspension durations. For subsequent offenses, the license must be revoked for sixty (60) days to six months (depending on if the conviction is a second, third, fourth, or higher) prior to the installation of the IID. See 21 *Del. C.* §4177, et seq. for suspension durations.
- Complete an Ignition Interlock Program application.
- The offender's driver license and/or privileges are not revoked or suspended for another violation that would prohibit the issuance of an Ignition Interlock license.
- If an IID license is issued, the offender must serve the entire period between eleven (11) months to fifty-four (54) months, depending on the offense. See 21 *Del. C.* §4177, et seq. for suspension durations. The revocation will not be lifted while the IID requirement is being served. IID violations can and will extend the period of the revocation, time to serve on the IID license, or both.

The DMV will provide an electronic Letter of Removal to the Authorized Service Provider(s) for the offender to schedule an appointment to have the device removed when the time has been satisfied.

IID REQUIREMENTS

Approval of Service Provider

The DMV requires the following services and commodities for the implementation and maintenance of the State's Ignition Interlock Program:

- Integrity of the program shall be upheld by restricting the delivery of interlock service to the actual provider of the product, the Authorized Service Provider, thereby effectively preventing the extension of subcontracts to other persons or businesses who lack long-term investment, long-term experience, or in-depth knowledge of product and service, potentially resulting in a higher

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

likelihood of neglect of duty or illegal exchange of funds. Denial of subcontracting of the interlock service to the consumer is an integral part of protecting offender confidentiality and the chain of evidence for court testimony and evidentiary procedures.

- Selected Authorized Service Provider shall:
 - Be dedicated and knowledgeable of the installation and maintenance of IID devices.
 - Supply and train staff and service center supervisors to ensure quality customer service and compliance with all program requirements.
 - Personnel seeking to perform ignition interlock services or administrative duties in the State of Delaware shall not necessarily be barred from employment due to a criminal record; however, a criminal record for certain offenses (ie: auto theft, sex offenses, fraud, crimen falsi, or any acts involving submitting false or misleading information to the government) may be considered in conjunction with other information to determine the overall suitability of applicants for employment.
 - Provide a completed application for state certification to the DMV to performing ignition interlock services for all technicians and directors seeking to work in the State. The application shall be submitted at least ten (10) days prior to the employee performing any ignition interlock services in the State except for newly hired employees in training who shall be permitted to perform services while under the direct supervision of a certified technician for a period of ninety (90) days prior to applying for state certification.
 - Identify all key personnel who will be providing ignition interlock services for the State and furnish the DMV with credentials on these personnel within fifteen (15) days of hiring.
 - Notify the DMV at least five (5) business days in advance of a reduction in staffing levels of key personnel or the reduction of service hours at the local or district offices in the State. DMV reserves the right to reject reduction in staffing levels or reduction in service hours which will affect the availability of services for the county in which the affected facility is located. If DMV rejects a proposed reduction in staffing or reduction in service hours, the provider shall take those steps necessary to maintain the staffing and service locations previously in place without additional cost to DMV.
 - Ensure that technicians and the state Director are trained and available to testify in court if required by a court or the DOJ or upon a ten (10) business day notice by the DMV in that court's jurisdiction regardless of whether a subpoena is issued.
 - Submit a description of the Authorized Service Provider's plan to be approved by the DMV for the distribution of the IID in all locations of the State where IID services will be performed. At least one physical service facility shall be located in each county unless otherwise authorized by the DMV. The location must be a stationary, enclosed building considered safe as indicated by state and local fire, safety, and health ordinances and codes. The IID provider may be integrated with an automotive repair, alarm, window tinting, or sound system facility, however, the installation of the IID must not be observable by the individual receiving the IID or others who are not an approved installer. The Authorized Service Provider shall provide the DMV with a list of all service center days and hours of operation that must include one (1) late weekday night and one (1) weekend day within each county per month. The night and weekend

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

day can be rotated through the three (3) counties. An updated list must be provided within 24 hours of any changes. Service facilities shall be inspected and certified by the DMV prior to the initial delivery of services to offenders. Each service facility shall be inspected and certified at least annually thereafter. The Authorized Service Provider shall:

- Comply with all local business license and zoning regulations and with all federal, state and local health, fire, and building code requirements. Prior to the jurisdictional compliance deadline, a copy of a valid Delaware business license or a Delaware business license payment receipt shall be forwarded to the DMV. The official, valid Delaware business license and tax document are required to be conspicuously posted at the service facility immediately upon receipt, when applicable.
- Authorized Service Providers which are a corporation, LLC or other alternate entity, must be registered with the Delaware Division of Corporations and have identified and maintain a registered agent within the state for service of process.
- Comply with all local, state and federal laws pertaining to the provision of physical access for persons with disabilities.
- Maintain offender records in a manner that complies with federal confidentiality guidelines and 21 *Del. C.* §305. All offender files, payment receipts, and other identifying information shall be in locked filing cabinets. Paper Records may be stored at an alternate location or on a secured electronic device. Records must be available upon request.
- Require and enforce maintenance of a drug-free workplace and have posted in a conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, supply, possession, or use of a controlled substance or marijuana is prohibited in the Authorized Service Provider's workplace. The notice shall specify the actions that will be administered against employees for violations of the policy.
- Replace an ignition interlock service facility within sixty (60) days whenever the closing of an interlock service facility results in noncompliance with the requirement to operate a facility in all three counties in the State. The Authorized Service Provider is also required to notify offenders of the closure dates, times, and the address of an alternate interlock service facility within fifteen (15) days of the closure date.
- Ensure that technicians maintain a professional appearance and are attired in such a manner as to be readily identifiable as employees of the Authorized Service Provider.
- Ensure that service facilities are clean, uncluttered, and pose no hazards to public safety. There must be an indoor waiting area for clients which not in view of any vehicles being serviced.
- Must have signage at least 24"x 36" that lists the IID provider.
- Provide the DMV a minimum of twenty (20) days' notice prior to the scheduled opening date of a new location. This requirement allows the DMV reasonable time to schedule an inspection of the new facility for approval prior to opening services to eligible offenders. Facilities may not be opened or operated until approved by DMV.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

- To the extent that the Authorized Service Provider seeks to use a mobile unit or conduct installations, testing, calibration, or other services at a location other than an approved service location, the Authorized Service provider must first provide a detailed written plan which addresses how the Authorized Service provider intends to utilize and mobile unit to perform services under any to be entered agreement. Once a detailed plan is received, DMV will review the plan and if the plan is acceptable, conduct an inspection of the mobile unit. If the mobile unit is acceptable and can perform as per the written plan, DMV will provide notice that the mobile unit is an “Approved Mobile Unit” that may be used by the Authorized Service Provider in the manner specified in the written plan. Should the Authorized Service Provider determine to use an Approved Mobile Unit, it will be at no additional cost to the DMV. DMV may, but is not required to, accept the use of an Approved Mobile Unit to meet the location and hours service requirements for any of the three (3) counties in the State.
- Provide to the DMV a list of all pricing related to extra fees that a customer may encounter while in the program.
- Submit proof of adequate liability insurance, as discussed in more detail in the Mandatory Insurance Section of this RFP, related to ignition interlock operations, services, and equipment, including coverage in Delaware, with a minimum policy limit of \$1 million per occurrence and \$3 million general aggregate total. The Authorized Service Provider’s insurance shall be considered primary above all other available insurance and shall so stipulate in the “other insurance” or other applicable section of the Authorized Service Provider’s insurance contract. Coverage shall extend to any action taken or not taken by the DMV due to verified errors in reporting of interlock activity by the Authorized Service Provider. The DelDOT and DMV shall be listed as a Certificate Holder on the required insurance. Under no circumstances shall the State, DelDOT, DMV or any Departments of the State be added as an additional insured on any insurance policies required by this RFP and any to be entered agreement.
- Provide a full-time state ignition interlock Director who will work with the State’s program participants which includes but is not limited to DMV, the courts and DOJ in addition to the customers being served. Among other duties, the Director will be expected to (i) respond promptly to problems in the field; (ii) upon request of the State or DMV, testify before applicable courts, or the General Assembly of Delaware; (iii) assist and provide training to the DMV staff, local and statewide, and other stakeholders as requested by the DMV; and (iv) be responsible for quality control reports and statistics, updates to all required documentation, and filed services reporting and repairs at no additional cost to DMV. In the event of a Director vacancy, the Authorized Service Provider shall submit to the DMV the name of an interim Director within ten (10) days of the vacancy and the name of a permanent Director fifteen (15) calendar days after filling the vacancy.
- Not discriminate against an employee or applicant for employment due to race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Authorized Service Provider. The Authorized Service Provider agrees to post in conspicuous places, available to employees and

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Furthermore, the Authorized Service Provider in all solicitations or advertisements for employees placed by or on behalf of the Authorized Service Provider shall state that the contractor is an equal opportunity employer. Notices, advertisement, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of the subdivision.

- Not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603; 100 Stat. 3359) during the performance of the contract for goods and services. The Authorized Service Provider shall obtain and maintain all required documentation to demonstrate that employees are eligible to work within the State of Delaware and the United States of America.
- Notify the DMV in writing within ten (10) business days of disciplinary action taken by a state or other state agency in which the Authorized Service Provider conducts or has conducted ignition interlock business. This notification shall include the reason for the disciplinary action and other information as the DMV may reasonably request. This requirement applies regardless of the existence of an appeal. Notice shall initially be provided via email to the DMV IID Program coordinator, with copies to DMV's Director, Deputy Director and DMV's assigned Deputy Attorney General. The Notice must attach a copy of the finding and results of the disciplinary process which triggered the notice requirement. In addition to providing initial notice via email, a formal written Notice, sent via certified mail or overnight express mail service shall also be sent. That written Notice shall at a minimum explain and address the events which triggered the disciplinary action and whether said disciplinary action impacts in any way the Authorized Service Provider's ability to continue to perform their work in the State. The Notice shall address the identity of any individuals whose testimony may be called into question, or any equipment, programs or aspect of the service provided which may be called into question in any court of competent jurisdiction. The information regarding persons to receive notice and the contents of notices will be further addressed in the to be entered Agreement.
- Provided that all vendor and device certification requirements are met, the DMV may contract with those Authorized Service Providers and may approve multiple makes and models of IIDs for use in the State of Delaware.

Fees

The Authorized Service Provider may charge offenders for services at rates up to, but not to exceed, the following:

- \$150.00 for an IID installation. This amount includes a rebate of \$30.00, which will be refunded to the client at the time of removal. This fee shall be the responsibility of the client.
- \$70.00 for a change of vehicle IID installation.
- \$0 for an IID removal.
- \$75.00 for monthly IID calibrations or monitoring.
- \$8.00 per month for optional insurance to cover theft or accidental damage to the IID and its components.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

- An amount of 10% over the actual replacement cost of the IID and its components when theft or accidental damage occurs and the offender has not purchased the optional insurance.
- \$50.00 plus mileage calculated at the State mileage rate (29 *Del. C.* §7102) in effect at the time, not to exceed one hundred miles, for service calls.
- \$50.00 for violation resets, when the violation is determined to be due to the fault of the offender.
- \$35.00 for missed appointments.
- An amount permitted by 6 *Del. C.* §1301A at the time for returned checks.
- \$50.00 for provision of a permanent lockout code, when the lockout is determined to be due to the fault of the offender.
- \$50.00 per hour, not to exceed four hours, for repairs and reinstallation of the IID when the DMV determines that the offender illegally tampered with the device.
- Any fee changes defined in this section must be requested and approved.

In the event of changes to the Delaware Code or the Delaware Ignition Interlock Regulations (Title 2: 2000: 2200: 2223) mandating enhanced technological capabilities of IIDs used in the State, the DMV may increase offender installation and calibration fees as permitted by a statutory or regulatory amendment, not to exceed a maximum of 25% total for the duration of any awarded agreement, including the exercise of any extensions thereunder.

The Authorized Service Provider shall create and maintain an indigence fund for offenders who are eligible for a reduction in fees based upon a declaration of indigence through application and approved by the DMV. The Authorized Service Provider shall not deny service to any offender for whom there has been a declaration of indigence and approval by the DMV. Indigent fees include the installation fee and monthly calibration charge only.

SUSPENSION OR REVOCATION OF IID OR SERVICE FACILITY CERTIFICATION

The DMV may suspend or revoke certification of an IID or IID service facility for a period not to exceed thirty (30) days for the following reasons:

- When there is a voluntary request by a manufacturer to cancel certification of a device.
- When the device is discontinued by the manufacturer.
- When the manufacturer, Authorized Service Provider, state Director or technician attempts to conceal its true ownership.
- When the Authorized Service Provider's liability insurance is terminated or cancelled.
- When materially false or inaccurate information is provided relating to a device's performance standards.
- When there are defects in design, materials, or workmanship causing repeated failures of a device.
- When the Authorized Service Provider, state Director, or technician knowingly permits nonqualified service technicians to perform work. Technicians cannot work for another Authorized Service Provider while revoked or suspended for three (3) years.
- When the Authorized Service Provider, state Director or technician assists users with circumventing or tampering with a device.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

- When the Authorized Service Provider, state Director or technician fails to fully correct an identified ignition interlock facility noncompliance issue within the time period required by the DMV, the provision of this chapter, or the Authorized Service Provider's contract.
 - When there is a pattern of three (3) or more identified interlock service facility noncompliance issues.
 - When the Authorized Service Provider, state Director, or technician impedes, interrupts, disrupts, or negatively impacts an investigation conducted by the DMV involving customer service issues, vehicle damage, or other complaints brought forward by a third party.
 - When there is identified public safety or client confidentiality issues at an ignition interlock service facility.
 - When the Authorized Service Provider has been disciplined in any other jurisdiction and that discipline calls into question the Authorized Service Providers ability to perform services under the Agreement in compliance with State law.
 - When the Authorized Service Provider fails to comply with the Notice requirements for disciplinary action in another jurisdiction or fails to provide complete information requested by DMV regarding any disciplinary action taken by another jurisdiction.
- If a suspension or revocation of an IID or service facility certification occurs, the Authorized Service Provider may submit a written request, within fifteen (15) calendar days of notification, a hearing with the DMV to contest the decision. Should a revocation of certification be upheld, the Authorized Service Provider whose device has been revoked (i) shall be responsible for removal of all devices installed and serviced by the Authorized Service Provider that are subject to the revocation, and (ii) will bear the costs associated with the required removal and installation of new approved devices by an Authorized Service Provider of DMV's choosing. In addition, the Authorized Service Provider whose device or facility is subject to the revocation shall continue to provide services for these Delaware offenders for a time to be determined by the DMV, out no longer than sixty (60) days, to permit the transition of the provision of IID services to another Authorized Service provider of DMV's choosing. No new IID Installations shall be permitted during the period of suspension or revocation.
- If the Authorized Service Provider terminates the contract or goes out of business, the Authorized Service Provider shall be responsible for removal of all devices from all vehicles in which IIDs are installed and serviced by the Authorized Service Provider. The same provider shall bear the costs associated with the removal and installation of new approved devices by an Authorized Service Provider of DMV's choosing. In addition, the Authorized Service Provider that terminates the contract or goes out of business shall continue to provide services for these Delaware offenders sixty (60) days from the date of the Authorized Service Provider's notification to the DMV that they will be terminating ignition interlock service in the State, to permit the transition of the provision of IID services to another Authorized Service provider of DMV's choosing .

2.2. MANDATORY INSURANCE REQUIREMENTS

The selected firm(s) must obtain at its own cost and expense and keep in force and effect during the term of the agreement, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate.
- d. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Authorized Service Provider pursuant to this Agreement as well as all units used by Authorized Service Provider, regardless of the identity of the registered owner, used by Authorized Service Provider for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident PIP benefits if carrying any of our clients or employees; and
 5. Comprehensive coverage for all vehicles leased from the State of Delaware Fleet Services which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

Certificate of Insurance and/or copies of the insurance policies will be requested at time of award.

In no event shall the State, DelDOT, DMV or any Departments of the State be named as an additional insured on any policy required under this agreement.

2.3. TECHNICAL SPECIFICATIONS

2.3.1 IID Specifications

- A. All IIDs used pursuant to 21 *Del. C.* § 4177 shall be approved by the DMV. The DMV shall maintain a list of approved IIDs.
- B. The selected Authorized Service Provider shall provide certification from an independent laboratory that its IID has been tested in accordance with the most current model specifications published in the Federal Register by the National Highway Traffic Safety Administration (NHTSA). The selected Authorized Service Provider must submit a certified affidavit that the IID model complies with all applicable state standards, including written documentation current within five years, from either a certified testing laboratory or a NHTSA testing lab that the ignition interlock model for which certification is being sought meets or exceeds the current NHTSA's model specifications. The certification report shall include the name and location of the testing laboratory, the address and phone number of the testing laboratory, a description of the tests performed, copies of the data and results of the testing procedures, and the names and qualifications of the individuals performing the tests.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

- C. If a device is submitted for approval by an Authorized Service Provider who is not also the manufacturer, the submitting party shall submit a notarized affidavit from the manufacturer of the device certifying that the submitting party is an authorized manufacturer's representative.
- D. Except where otherwise required in this chapter, all IIDs shall meet the model specifications for Breath Alcohol Ignition Interlock Devices (B.A.I.I.D) as set forth in the most current model specifications published in the Federal Register by NHTSA and operate reliably over the range of motor vehicle environments or motor vehicle manufacturing standards. At a minimum, the following specifications shall be met:
1. The IID shall work accurately and reliably in an unsupervised environment, at minimal inconvenience to others, and without impeding the safe operation of the motor vehicle. The accuracy will be determined by analysis of an external standard generated by a reference sample device.
 2. The IID shall be able to analyze a specimen of alveolar breath for alcohol concentration, correlate accurately with established measures of BAC, and be calibrated according to the manufacturer's specifications. The startup set point for the interlock device shall be an alcohol concentration of 0.010g/210 liters. A correlation of 95% will be considered reliable precision; ninety-five of one hundred times the device must respond to, detect, and prevent the motor vehicle engine from operating when the operator has an alcohol concentration of 0.050g/210 liters or greater, with a warning when the operator has an alcohol concentration of .020g/210 liters. 21 Del. C. § 4177G (f) (3).
 3. The IID shall be alcohol specific and use an electro-chemical fuel cell that reacts to and measures ethanol, thereby minimizing positive results from other substances.
 4. The IID shall indicate when a 1.5 L breath sample has been collected and shall indicate this by audible or visual means. The DMV may authorize the Authorized Service Provider to adjust the breath volume requirement to as low as 1.0 L upon receipt of documentation from a licensed physician verifying the existence of or history of an applicable medical condition. The physician's documentation shall be submitted in a format approved by the DMV.
 5. The IID shall detect and record a BAC that reaches the warning and/or fail point for all completed breath samples.
 6. The results of the test shall be noted by using green, yellow, and red signals or similar pass/fail indicators. No digital BAC shall be indicated to the offender.
 7. The IID shall lock out an offender when a BAC reaches the fail point.
 8. The IID shall have the ability to activate the vehicle's lights and horn when a required rolling retest is missed or failed.
 9. The IID shall have the ability to prevent the normal operation of the motor vehicle by an offender who fails to retest.
 10. The IID shall have the ability to perform a permanent lockout if the offender fails to appear for a scheduled monitoring appointment after the applicable five-day grace period. The Authorized Service Provider shall provide a code, smart key, or other similar unlock feature that has been approved by the DMV to offenders whose interlock is in a permanent lockout status. The duration of the time period that the interlock is unlocked shall be three hours. The code shall only unlock

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

the interlock device and shall not disable other interlock features. The Authorized Service Provider, state Director or technician shall not provide an ignition interlock code that disables the ignition interlock features to persons without first obtaining written authorization from the DMV. The Authorized Service Provider will need to respond to this request within four (4) hours of request.

11. The IID shall automatically purge alcohol before allowing subsequent analyses.
 12. The IID shall issue a warning of an impending permanent lockout.
 13. The IID shall be capable of random retesting and timed retesting.
 14. The IID shall notify the offender of upcoming service appointments at least five (5) days prior to the appointment. Should the offender fail to appear, the device shall lock out on the fifth day after the scheduled appointment, and the motor vehicle shall not be operable until the Authorized Service Provider has reset the device.
 15. The internal memory of the IID shall be capable of recording and storing a minimum of 15,000 interlock events and shall enter a service reminder if the memory reaches 90% of capacity.
 16. The IID shall be designed and installed in such manner as to minimize opportunities for tampering, alteration, bypass, or circumvention. The IID shall not spontaneously bypass the ignition system or starter relay, nor shall it be able to be made operational by a mechanical means of providing air to simulate alveolar breath. Bogus breath anti-circumvention features used to pass laboratory testing of the IID shall be turned on. In addition, the Authorized Service Provider, state Director or technician shall connect the IID to a constant and uninterrupted power source to further prevent an opportunity to circumvent the system.
 17. The IID shall be capable of recording and providing evidence of actual or attempted tampering, alteration, bypass, or circumvention.
 18. The IID shall meet the requirements of accuracy in Item 2 above and when used at ambient temperatures of -40 degrees Celsius to 85 degrees Celsius.
 19. The IID shall operate up to altitudes of 2.5 km above sea level.
 20. The readings of the IID shall not be affected by humidity, dust, electromagnetic interference, smoke, exhaust fumes, food substance, or normal automobile vibration when used in accordance with the manufacturer's instructions.
 21. The operation of the IID shall not be affected by normal fluctuations of power source voltage.
 22. The IID shall be installed with a fully functional camera that is equipped to record the date, time, and photo of all persons providing accepted breath samples to the IID. In addition, the Authorized Service Provider is required to obtain a reference photo of the offender to confirm the offender's identity.
- E. All IIDs that have been approved by the DMV shall have the following warning tamper label affixed: "Any individual tampering, circumventing, or misusing this device shall be subject to extension and may be disqualified from the program." The cost and supply of the warning labels to be affixed to the IIDs shall be borne by the Authorized Service Provider. The Authorized Service Provider shall submit to the DMV a prototype of the warning label for approval.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

- F. For initial startup of the motor vehicle:
1. The IID shall enable the starter relay after the successful completion of a breath alcohol test.
 2. The IID shall allow an operator up to two (2) minutes after the starter relay is enabled to start the engine.
 3. The IID shall permit a free restart within two (2) minutes of the engine being stopped without requiring an additional test.
 4. If the initial test results in a lockout due to the offender's BAC level, the IID shall not allow an additional attempt for five (5) minutes.
 5. If the offender's BAC still reaches the fail point on the second retest, the machine shall lock out for an additional fifteen (15) minutes and shall do so thereafter for subsequent failed retests. A violation reset message shall instruct the offender to return the IID to the Authorized Service Provider for servicing within five (5) days.
 6. If the IID is not reset within five (5) days, a permanent lockout shall occur.
- G. To thwart curbside assistance, after passing the test allowing the engine to start, the IID shall require a second test within a randomly variable interval. A rolling retest feature is required for all IIDs, and must allow for the following:
1. An IID shall require a rolling retest within the first five (5) to fifteen (15) minutes after the start of the motor vehicle and randomly thereafter at least once every forty-five (45) to sixty (60) minutes while the motor vehicle is in operation.
 2. The IID shall produce a visual and audible signal of the need to produce a breath sample for the rolling retest and shall be modified, as necessary, to accommodate operators who are hearing impaired. The offender shall have fifteen (15) minutes to provide the required rolling retest breath sample.
 3. A free restart shall not apply if the IID was awaiting a rolling retest that was not delivered.
 4. A deep lung breath sample at or above the fail point, or a failure to provide a rolling retest deep lung breath sample within the required time, shall activate the motor vehicle's horn and cause the motor vehicle's headlights, parking lights, emergency lights, or other light source approved by the DMV to flash until the engine is shut off by the offender or a passing breath test is provided.
 5. Once the vehicle has been turned off, all pre-start requirements shall become applicable.
 6. The violations reset message shall instruct the offender to return the IID to the Authorized Service Provider for servicing within five (5) calendar days.
 7. If the IID is not reset within five (5) calendar days, a permanent lockout will occur.
- H. Additional technical specifications for the operation and installation of the IID may be described in the contract between the DMV and the selected Authorized Service Provider.
- I. The selected Authorized Service Provider shall notify the DMV in writing if the approval or certification of a device that is approved or has been submitted for approval for use in Delaware is or has ever been denied, withdrawn, suspended, or revoked in another state, whether the action occurred before or after approval in Delaware. This notification shall be made in a timely manner, not to exceed

fifteen (15) calendar days after the Authorized Service Provider has received notice of the denial, withdrawal, suspension, or revocation of approval or certification of the device, whether or not the action will or has been appealed.

2.3.2 Anti-circumvention

The IID shall be designed so that those anti-circumvention features will be difficult to bypass. Anti-circumvention provisions shall include, but not be limited to, prevention or preservation of evidence of cheating by attempting to use bogus or filtered breath samples or bypassing the breath sampling requirements of the device electronically. The following anti-circumvention provisions also apply:

1. The device may use special seals or other methods that record attempts to bypass anti-circumvention provisions.
2. The device shall be checked for evidence of tampering, including camera placement, at least once every thirty (30) days, or more frequently if the need arises.
3. When evidence of tampering is discovered, the DMV shall be notified in writing within twenty-four (24) hours.

2.3.3 IID Installation

- A. No offender who has a case pending in the court system shall have an IID installed in the State unless enrolled in and monitored by the program in the area where the case originated. Prior to installation of the device, the Authorized Service Provider must receive written authorization from DMV via fax, e-mail, or online service. Any changes in the manner of DMV providing the written notice shall be at no additional charge to DMV. Offenders are permitted to begin the interlock process which includes independent selection of an IID Authorized Service Provider and scheduling of an installation appointment for a date on or after the court issues the offender a restricted license order with the interlock restriction.
- B. All installations will be performed in an enclosed garage not visible to the offender. While the facility may provide other services such as a mechanic, auto tinting, alarm installation, or sound system installation no one other than an authorized installer may be present and observe or provide other services to the vehicle while the IID is being installed. IIDs cannot be installed during a mobile visit.
- C. All agreements between the Authorized Service Provider and the offender shall be in the form of a contract and signed by the Authorized Service Provider or technician, state Director, and the offender. The Authorized Service Provider shall retain a copy of the contract and provide a copy to the offender.
- D. Prior to installation of the IID, the offender shall provide to the Authorized Service Provider:
 1. Photo identification.
 2. A copy of the IID Program Approval Letter from the DMV listing the vehicle(s) to be installed with the device(s).
 3. The name and policy number of their automobile insurance.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

4. A copy of the registration(s) containing the vehicle identification number (VIN) of the approved motor vehicle(s) the device(s) are to be installed in. If the car is not registered in the offender's name, a notarized affidavit from the registered owner of the vehicle granting permission to install the IID is required. The affidavit must be approved by the DMV prior to installation.
 5. Written authorization from the DMV if the air volume requirement, blow pressure, or anti-circumvention features of the IID are to be lowered or disabled to compensate for an offender's diminished lung capacity, when applicable.
- E. Under no circumstances shall an offender or anyone accompanying the offender be permitted to observe installation, calibration, or removal of the IID.
- F. The Authorized Service Provider must inspect all motor vehicles prior to installation of the device to ensure that they are in acceptable mechanical and electrical condition. Under no circumstances shall staff of the Authorized Service Provider install a device unless and until the motor vehicle is approved following the inspection. A DMV-approved pre-inspection checklist documenting the vehicle's condition at installation shall be completed and placed in the offender's file.
- G. The installation shall include tamper-resistant features at all ignition interlock electrical connections to make evident all attempts to circumvent or otherwise alter the normal functioning of the IID. At a minimum, the Authorized Service Provider shall ensure that the vehicle starter wire connected to the IID is secured with uniquely identifiable heat shrink tubing or its equivalent and that all connected wires are wrapped with uniquely labeled Authorized Service Provider's tape.
- H. An oral, written or video orientation to the IID shall be developed and delivered by the Authorized Service Provider to the participant and other persons who may drive the motor vehicle, including information on the use and maintenance of the device as well as all service center locations, and procedures for regular and emergency servicing. A demonstration IID will be available at the installation site for use in the training of customers.
- I. If, during the installation, the offender fails to pass the initial breath test, the installation shall be halted, and the DMV notified.
- J. The Authorized Service Provider shall maintain a toll-free 24-hour emergency phone service that may be used to request assistance in the event of failure of the IID or motor vehicle problems related to operation of the IID. Contact information for each facility must be published and made available to the DMV and offenders. The assistance provided shall include technical information, and aid in obtaining towing and/or roadside service. The expense of towing and roadside service shall be borne by the participant unless it is determined by the DMV that the IID failed through no fault of the offender, in which case the Authorized Service Provider shall be responsible for applicable expenses. The IID shall be made functional within forty-eight (48) hours of the call for assistance or the IID shall be replaced.
- K. At the time of device installation, an Authorized Service Provider may charge an installation fee. The maximum permissible cost for installation shall be set by the DMV; the Authorized Service Provider

shall not be permitted to exceed the maximum fee established by the DMV. The Authorized Service Provider shall establish a payment plan for participants. The plan shall be administered by the Authorized Service Provider and the participant shall make all payments under the plan to the Authorized Service Provider. The Authorized Service Provider shall further develop and implement an indigent plan for impoverished persons. The DMV will approve applicants for the indigent plan and forward the approvals to the Authorized Service Provider.

- L. In addition to the maximum fee permitted, Authorized Service Provider may collect applicable taxes and charge for optional insurance to cover device theft or accidental damage. Optional insurance shall be offered by the Authorized Service Provider, and a written copy of the insurance policy clearly stating the applicable coverages, coverage amounts, conditions, and exclusions shall be given to offenders who purchase the insurance. As permitted by law and upon approval of the DMV, other reasonable fees may be permitted for returned checks, and other approved expenses. No installation fees shall be collected from the user until such services have been provided.
- M. No later than the first service appointment, the offender shall provide to the Authorized Service Provider a statement from the licensed drivers who will be driving the offender's motor vehicle acknowledging their understanding of the requirements of the use of the IID.

2.3.4 Calibration and Monitoring Visit

- A. Only calibration units (i) found on the current National Highway Traffic Safety Administration's Conforming Products List of Calibrating Units for Breath Alcohol Testers or (ii) approved by the DMV shall be used by the Authorized Service Provider to calibrate IIDs.
- B. The participant must present photo identification to the Authorized Service Provider for all required services. The Authorized Service Provider shall:
 - 1. Provide service and monitoring of the IID every thirty (30) days. The offender will be given a five (5) day grace period to have the device inspected, including verifying accurate camera placement. All IID calibrations shall occur at an Authorized Service Provider's interlock service facility or an Approved Mobile Unit unless otherwise approved by the DMV.
 - 2. Calibrate the IID at each service appointment using a dry gas or wet bath reference sample. The Authorized Service Provider shall ensure that dry gas and wet bath reference values are adjusted in a manner approved by the DMV.
 - 3. Calibrate the IID for accuracy by using a wet bath simulator or dry gas alcohol standard with an alcohol reference value between .030 and .050 g/210L.
 - 4. Expel a three-second purge from the wet bath simulator or dry gas standard prior to introducing the alcohol reference sample into the IID.
 - 5. Perform an accuracy check that will consist of two consecutive reference checks with the result of each individual check being within plus or minus 10% or 0.003, whichever is the lesser of the alcohol reference values introduced into the IID. The time between the first and second consecutive accuracy check shall not exceed five (5) minutes.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

6. House and use wet bath simulators in environmentally stable, temperature controlled, setting. Wet bath simulators shall contain mercury-in-glass thermometers or digital thermometers. The thermometers shall read 34° C, plus or minus 0.2° C, during analysis and be certified annually using a National Institute of Standards and Technology traceable digital reference thermometer. In addition, the Authorized Service Provider shall use alcohol reference solutions prepared and tested in a laboratory with reference values traceable to the National Institute of Standards and Technology. The 500 ml bottles containing simulator solution shall be tamper proof and labeled with the lot or batch number, value of the reference sample in g/210L, and date of preparation or expiration. Alcohol reference solutions must be used prior to expiration and within one year from the date of preparation. In addition, wet bath simulator solutions shall be replaced every thirty (30) days or prior to every thirtieth test, whichever occurs first. A sticker shall be placed on the wet bath simulator indicating the date of the most recent simulator solution replacement. A written logbook or electronic database recording the date and result of each simulator test shall be maintained onsite.
 7. Store dry gas alcohol standard tanks in a manner consistent with the gas manufacturer's specifications. The dry gas tanks shall have a label attached that contains the components and concentration of the reference value of the gas, and expiration date that shall not be longer than three years from the date of preparation, and the lot or batch number. Dry gas alcohol standards must be certified to a known reference value and be traceable to the National Institute of Standards and Technology. The reference value shall be adjusted for changes in elevation and pressure. The Authorized Service Provider shall possess a certificate of analysis from the dry gas standard manufacturer. Dry gas tanks shall be secured in a manner as to prevent harm to the public.
 8. Retrieve data from the IID data log for the previous period and electronically submit it to the DMV within twenty-four (24) hours of calibration.
 9. Record the odometer reading of the motor vehicle in which the IID is installed.
 10. Check the IID and wiring for signs of circumvention or tampering, camera placement for accuracy, and electronically report violations to the DMV within twenty-four (24) hours of servicing.
 11. Collect the monthly monitoring fee from the offender. If an offender who has not been previously approved through the indigent program and is three (3) or more months delinquent in payments, the Authorized Service Provider may, at its discretion, refuse to provide calibration services, but shall not remove the IID without authorization from the DMV.
 12. Verify that the offender has a photo identification prior to calibrating the IID if photo identification was not already presented at the time of installation.
 13. Conform to other calibration requirements established by the DMV, as applicable.
- C. All malfunctions of the IID shall be repaired or the IID replaced by the Authorized Service Provider within forty-eight (48) hours at no additional expense to the offender. If it is shown that the malfunction is due to damage to the device resulting from mistreatment or improper use and the offender has not purchased optional insurance, then the offender shall be responsible for the applicable repair fees.

- D. A certified technician shall be available at the service center during specified hours to answer questions and to handle any mechanical concerns that may arise with a motor vehicle as a result of the IID.
- E. The IID shall record, at a minimum, the following data:
 - 1. The time and date of failed breath tests.
 - 2. The time and date of passed breath tests.
 - 3. The breath alcohol level of all tests.
 - 4. The time and date of attempts to tamper or circumvent the IID.
 - 5. A photo of all persons delivering an accepted breath test sample for analysis by the IID.
 - 6. A reference photo of the offender.
- F. At the time of device calibration, the Authorized Service Provider may charge a monthly monitoring fee. The maximum permissible cost for monitoring and calibration shall not exceed \$75.00 per month. The Authorized Service Provider shall not be permitted to exceed the maximum fee established by the DMV. A portion of these fees shall include costs for offender indigent funds. In addition to the maximum fee permitted, the Authorized Service Provider may collect applicable taxes and charge for optional insurance to cover device theft and accidental damage. As permitted by law and upon approval of the DMV, other reasonable fees may be permitted for returned checks, missed appointments, etc. Fees for the first monthly monitoring and calibration visit will be collected from the user in advance at the time of installation and monthly thereafter when services are rendered.
- G. The Authorized Service Provider is not allowed to require monthly calibration dates of a shorter duration than those required by the Delaware Code.

2.3.5 IID Removal

- A. Prior to removal of the IID, the Authorized Service Provider must receive written or electronic authorization from the DMV. Participants may not have their IID removed or replaced without written or electronic authorization from the DMV. All device removals are to be completed at an Authorized Service Facility. There are to be no removals performed at any location other than an Authorized Service Facility without prior written approval from the DMV. The removal can be completed outside the state of Delaware, providing a Removal Letter from the Delaware IID unit has been generated and sent to the service provider.
- B. Whenever removal of an IID is approved by the DMV for the purpose of changing Authorized Service Providers and the authorized removal is a result of determination that the initial Authorized Service Provider failed to provide a level of service meeting contract requirements, the ignition interlock regulations, or the Delaware Code, the original Authorized Service Provider shall bear the costs associated with installation of the device by the new Authorized Service Provider.
- C. Once the IID has been removed, the Authorized Service Provider shall send an authorized removal report to the DMV via a method established by the DMV documenting that the IID has been removed and that all fees have been paid. Once verification of an authorized removal has been received by the

DMV, the participant will be notified that they have successfully completed the program requirements.

- D. Whenever an IID is removed, all components of the motor vehicle altered by the installation or servicing of the IID shall be restored to their original, pre-installation condition and removed in a manner so as not to impair the continued safe operation of the vehicle. All severed wires shall be permanently reconnected (soldered) and properly insulated with heat shrink tubing or its equivalent. A DMV approved post-inspection checklist of the vehicle shall be completed after removal of the device, documenting that the vehicle or vehicles did or did not suffer damage due to interlock services provided by the Authorized Service Provider. A copy of the post-inspection checklist shall be placed in the offender's file.
- E. No fee shall be charged to the offender for removal of the IID.
- F. No offender or person accompanying the offender shall be permitted to observe the removal of the IID.

2.3.6 Records and Reporting

- A. The Authorized Service Provider shall be subject to announced or unannounced site reviews for the purpose of inspecting the facilities and offender records. Upon request, access to all Authorized Service Provider locations, records, and financial information shall be provided to the DMV for the purpose of verifying compliance with state law, Delaware regulations, and the Authorized Service Provider's agreement.
- B. In accordance with federal confidentiality guidelines, all personal and medical information provided to the Authorized Service Provider regarding offenders shall be kept confidential. If the information is temporarily held at the Authorized Service Provider Facility, it shall be stored in a locked filing cabinet when unattended by an Authorized Service Provider's employee.
- C. After installing an IID, the Authorized Service Provider shall provide the DMV with an installation report within twenty-four (24) hours, which includes:
 - 1. The name, address, and telephone number of the offender.
 - 2. The owner, make, model, year, vehicle identification number (VIN), license plate number, and registration information of the motor vehicle(s).
 - 3. The serial number of the installed IID and camera.
- D. After performing a monitoring and calibration check, the Authorized Service Provider shall submit to the DMV all data generated within 24 hours to include:
 - 1. Name of the offender whose device was monitored.
 - 2. Name, address, and telephone number of the monitoring official.
 - 3. Date of monitoring and calibration.
 - 4. Motor vehicles' make, model, year, identification number, and odometer reading.
 - 5. Number of miles driven during the monitoring period.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

6. Make, model, and serial number of the IID and camera.
 7. Any replacement of any device (handset or control box) and reason for the change out.
 8. Any data indicating that the offender has attempted to start or drive the motor vehicle with a positive BAC at or above the fail point.
 9. Any attempts to alter, tamper, circumvent, bypass, or otherwise remove the device.
 10. Any noncompliance with conditions of the DMV or interlock program.
 11. Any offender concerns.
 12. All charges incurred for the monitoring visit shall not exceed set fees as outlined in this document.
 13. Date of next scheduled monitoring visit.
 14. A photo of all persons who have delivered an accepted breath test sample or missed a retest on the IID.
 15. A reference photo of the offender.
- E. In addition, the Authorized Service Provider shall submit monthly reports detailing:
1. All installations and removals during the period covered.
 2. All calibrations performed during the period, categorized by date and offender name, detailing any unit replacements made during the monitoring period.
 3. Any evidence of misuse, abuse, or attempts to tamper with the IID.
 4. Any device failure due to material defect or improper installation.
 5. A summary of complaints received, and corrective action taken.
- F. The Authorized Service Provider shall be responsible for purchasing and providing necessary computer hardware and software to convey all data and information requested by the DMV if the equipment is not already present at the DMV.
- G. Accurate reports shall be submitted electronically to the DMV.
- H. If requested, a copy of the IID violation report may be provided to the participant by the state Director.

2.3.7 General Requirements

The Authorized Service Provider shall:

- A. Abide by all DMV memorandums, directives, contract terms, Delaware Code and regulations pertaining to the statewide ignition interlock program unless prohibited by state law.
- B. Resolve offender, court, DMV, and other stakeholder complaints as directed by the DMV.
- C. Install all DMV authorized IIDs within the time parameters set forth by the DMV. In situations where a service facility or facilities become inoperable due to a large-scale weather event or other verified unforeseen circumstances, the Authorized Service Provider shall contact the DMV within twenty-four (24) hours with an action plan to mitigate the impact to customer service.
- D. Resolve service facility compliance issues as directed by the DMV.

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

- E. Obtain approval from the DMV before disseminating any offender training or advertising materials used in association with the program.
- F. Make modifications to the Authorized Service Provider's website that is used to review monthly calibration reports upon reasonable request by the DMV. Reasonable requests include, but are not limited to, changes due to language that is confusing, misleading, offensive, or inaccurate; changes required due to updated technology; changes to the Delaware Code or the ignition interlock regulations; changes in workload; or changes in product enhancements.
- G. Assume full liability for action taken or not taken by the DMV due to an inaccurate or misleading report, whether electronic or hard copy, provided by the Authorized Service Provider.
- H. Be accountable for Delaware offenders with IIDs installed by its company in another state and ensure that all Delaware interlock processes, regulations, requests for proposal terms, contract terms, and DMV requirements are met unless prohibited by state law.
- I. Notify the DMV within ten (10) business days of any disciplinary action received from a state where the Authorized Service Provider conducts or has conducted ignition interlock business. This notification shall include the reason for the disciplinary action. This requirement applies regardless of the existence of an appeal.
- J. Provide information technology assistance and training upon reasonable request to the DMV.
- K. Provide literature promoting its device to the DMV and for distribution.
- L. Report all changes to the IID software or firmware, whether temporary or permanent, to the DMV within 30 days of release in the State of Delaware.
- M. In the event of reported vehicle damage alleged to be due to the Authorized Service Provider's IID or workmanship:
 - 1. Give immediate notice to the DMV once becoming aware of the alleged damage.
 - 2. Refrain from modifying or removing the IID or its wiring until approved by the DMV.
 - 3. Exhibit the damaged property to the DMV upon request.
 - 4. Provide applicable records and documents to the DMV upon request and permit copies to be made.

The DMV, at its discretion, reserves the right to hire a qualified, independent expert to examine the vehicle and provide a report that includes an opinion as to the proximate cause of the damage and a repair or replacement estimate. If the damage is determined to be attributable to the Authorized Service Provider's IID or workmanship, the Authorized Service Provider shall indemnify the offender for the costs as estimated by the independent expert. In addition, the Authorized Service Provider shall pay for the reasonable cost of the independent expert's report. In the event it is determined the damage is caused by tampering of the offender; costs for repair, replacement and costs of the independent expert shall be incurred by the offender.

2.3.8 Technician Certification

- A. The Authorized Service Provider's state Director and technicians are required to possess a Delaware Ignition Interlock Certification Letter to perform ignition interlock services in the State of Delaware. Newly hired technicians, however, may perform ignition interlock services under the direct supervision of a certified technician for training purposes for up to ninety (90) days prior to obtaining a Delaware Ignition Interlock Certification Letter. The certification application shall include submission of:
1. A completed applicant form provided by the DMV.
 2. A complete local and national criminal history check.
 3. A 5-year driving record.
 4. Applicants must not possess any history of suspension or revocations within the preceding five-year period.
- B. The DMV may revoke, suspend, or terminate a previously issued Delaware Ignition Interlock Certification for the Authorized Service Provider, technician, or state Director for any of the following reasons:
1. The technician or state Director is convicted of a felony.
 2. The technician or state Director is convicted of a misdemeanor potentially punishable by confinement.
 3. The technician or state Director commits an unethical or dishonest act that negatively impacts the integrity of the program.
 4. The technician or state Director fails to demonstrate the ability to consistently comply with ordinances, statutes, administrative rules, or court orders, whether at the local, state, or federal level.
 5. The technician or state Director fails to demonstrate possession of the knowledge required to perform ignition interlock services in the State of Delaware.
 6. The technician, state Director, or Authorized Service provider fails to make available on demand or fails to maintain, all records required to be maintained as part of the IID program.
 7. The technician, state Director, or Authorized Service provider fails to fully cooperate with or respond to the courts or the DOJ.
 8. When the Authorized Service Provider has been disciplined in any other jurisdiction and that discipline calls into question the Authorized Service Providers ability to perform services under the Agreement in compliance with State law.
 9. When the Authorized Service Provider fails to comply with the Notice requirements for disciplinary action in another jurisdiction or fails to provide complete information requested by DMV regarding any disciplinary action taken by another jurisdiction.
- C. An Authorized Service Provider, technician, or state Director whose Delaware Ignition Interlock Certification has been suspended or revoked may submit a written request for a hearing with the DMV within 15 business days of notification to contest the decision. If the decision to suspend or revoke the Delaware Ignition Interlock Certification of an Authorized Service Provider's technician or state

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

Director is upheld, the technician or state Director shall not perform interlock services in the State of Delaware for the entire suspension period, to include any period of contest, or in the case of a revocation or termination, on a permanent basis.

- D. Once the completed application has been approved by the DMV and all other qualifications have been met by the applicant, a Delaware Ignition Interlock Certification to perform ignition interlock services in the State shall be issued to the applicant by the DMV. The certification shall contain the effective date of the letter and a certification number specific to the applicant. The certification will be valid for a time period specified by the DMV unless otherwise suspended, revoked, or terminated but for no longer than the Authorized Service Provider's contract end date. In the event an applicant is not approved to perform interlock services in the State, the DMV will notify the Authorized Service Provider in writing within 10 days of the determination. The Delaware Ignition Interlock Certification is subject to review by the DMV at its discretion during the certification period.
- E. An application to renew a Delaware Ignition Interlock Certification for a technician or state Director shall be submitted 30 days prior to the expiration date printed on the current certification letter. A technician or state Director who has had their state certification revoked or terminated shall be ineligible to reapply for a Delaware Ignition Interlock Certification unless otherwise approved by the DMV.
- F. The Authorized Service Provider is required to surrender the original Delaware Ignition Interlock Certification for technicians and the state Director if they are no longer employed with their company. The surrendered certification shall be sent to the DMV within 15 days of the date that the technician or state Director is no longer employed with the Authorized Service Provider.

2.4. 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 Authorized Service Provider(s) 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.

2.5. PARTICIPATION FEES & COMPENSATION

The fee that the Authorized Service Provider receives from the participant in the program shall constitute the sole compensation for performing IID program services.

3. PROPOSAL REQUIREMENTS

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

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

The Request for Proposal contains required Forms for use by the Authorized Service Provider in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

The Authorized Service Provider 's proposal must be computer generated. When submitting a required Form, any corrections or erasures MUST be initialed by Authorized Service Provider's representative completing the bid submission. Required Forms must be complete, Bid Forms must show each required entry.

Authorized Service Provider s' proposals must respond to each, and every requirement outlined in the RFP criteria in order to be considered responsive.

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

Authorized Service Provider 's costs associated with participation in their response to this RFP are the Authorized Service Provider's responsibility.

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

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

- A. 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.
- B. 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 for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

- C. 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.
- D. 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>. Under Delaware FOIA law, 29 Del. C, §10002(1)(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.

E. Letters of Interest

Letters of Interest should be tabbed and collated in the following order:

Cover Page (one per set, limited to one page, single sided) - The cover page will serve as a letter of introduction and should identify the Service Provider. It must include the RFP number, Service Provider’s name, address, contact person and title, contact person's telephone number, fax, and email. It must be signed by someone authorized to commit the company to the statements made in the proposal.

Table of Contents - (one per set, limited to one page) Include section numbers and page numbers.

- **Section 1 - Statement of Understanding**

State in succinct terms your understanding of the services required by this RFP.

- **Section 2 - Organizational Chart**

(1 per set) Limited to one page, single sided.

- **Section 3 - Key Staff**

Provide a description of your project team including where each key staff member is physically located, their responsibilities on this project, and how long each person has been with your company. Identify the liaison who will work closely with the interlock program staff member representing DMV. Provide resumes for each key staff member, limited to one page, single sided.

- **Section 4 - Technical Approach**

This section shall address each Service Provider's ability to meet the specifications as detailed in the RFP. Provide a detailed description of your approach to delivering the required services that includes:

- Plan for ensuring the DMV interlock program staff member will receive accurate and timely notifications of infractions (i.e. a detailed report to include violations);
- Locations and operating times for service centers located in each of the three (3) counties in Delaware;
- De-certification strategy for service centers who fail to comply with state rules and regulations;
- A listing of current equipment which will be certified acceptable by DMV;
- Accountability and use of fair business practices for those Service Providers who have been designated as installers;
- A look at how Service Provider deals with tampering and circumvention;
- A "Notice of Intent to Modify" procedure.
- The ability of the Service Provider to offer a system and reporting method that ensures security of records.
 - In addition, the selected Service Provider's must submit a detailed description of how the offer will provide each of the products outlined in this RFP to include maintenance, warranty, and calibration requirements. Descriptions of any enhancements or additional services or qualifications the offer will provide that are not mentioned in this RFP may also be provided.

- **Section 5 – IID Information**

- The name and address of the IID manufacturer(s);
- The name and model number of the IID(s);
- A detailed description of the device including drawings, schematics, wiring protocols, and instructions for its installation and operation.

- **Section 6 - Training Support & Documentation**

Provide a detailed description of your approach and experience with providing training to support the products you propose. Provide information on the staff member(s) that will be providing this service, citing their experience in providing training of similar types to other agencies or organizations.

- **Section 7 – Firm's Experience**

Provide a description of the firm's past experience (minimum of three projects) in providing the required service. In addition, please provide the following:

- Anticipated number of trained/certified staff required to properly install and maintain devices.
- Details on certification/licensing obtained by technicians working at the service centers.
- Client references – document the firm's experience on similar projects including type of services provided and installation locations. References should not be older than 5 years from the date of completion. The references must include verified addresses and telephone

numbers, contact persons, and a brief description of services that have been provided similar to those described by Delaware DOT for this project.

F. Joint venture submissions will not be considered.

G. DelDOT reserves the right to reject any and all submissions. Submissions become property of the Department and shall be retained electronically for a minimum period of three (3) years from the date of receipt. DelDOT reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.

H. Required Certification Forms. All firms responding to the RFP must complete and return the submission forms located in 'Appendix A' of this document.

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

3.1. 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 Authorized Service Provider exceptions that are submitted. **Use Attachment E.**

4. PROPOSAL EVALUATION

4.1. DISQUALIFICATION OF AUTHORIZED SERVICE PROVIDER

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

- 4.1.1. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- 4.1.2. Evidence of collusion among Authorized Service Providers.
- 4.1.3. Unsatisfactory performance record as evidenced by past experience with DelDOT or on a State of Delaware contract.
- 4.1.4. Any suspension or debarment of the parent company, subsidiary or individual involved with the Authorized Service Provider by federal, any state or any local governments within the last five (5) years.
- 4.1.5. 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.
- 4.1.6. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

4.1.7. The bidder has been disciplined in any other jurisdiction regarding the provision of IID services and that discipline calls into question the bidders ability to perform services under the RFP in compliance with State law

4.2. RESPONSIVENESS AND RESPONSIBILITY OF AUTHORIZED SERVICE PROVIDER

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.

4.2.2. It shall be determined whether a Authorized Service Provider is responsible before awarding a contract. Factors to be considered in determining if a Authorized Service Provider is responsible include:

- 4.2.2.1. The Authorized Service Provider 's financial, physical, personnel or other resources, including subcontracts.
- 4.2.2.2. The Authorized Service Provider 's record of performance and integrity.
- 4.2.2.3. Any record regarding any suspension or debarment.
- 4.2.2.4. Whether the Authorized Service Provider is qualified legally to contract with the State.
- 4.2.2.5. Whether the Authorized Service Provider supplied all necessary information concerning its responsibility.

4.2.3. If a vendor is determined to be non-responsible or non-responsive, the Authorized Service Provider shall be informed in writing.

4.2.4. DelDOT reserves the right to waive minor irregularities or request additional information before determining if the Authorized Service Provider is responsible and/or responsive. All Authorized Service Providers 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 Authorized Service Provider.

This RFP does not constitute an offer by DelDOT. Authorized Service Provider'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 people 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 Authorized Service Providers during the contract review and negotiation.
- 4.4.1.4. Negotiate any aspect of the proposal with any Authorized Service Provider 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 Authorized Service Provider pursuant to 29 Del. C. §6926. Such selections will be based on the highest rated Criteria and Scoring evaluations.

4.5. CRITERIA AND SCORING

Criteria Description:	Points	Weight
The Authorized Service Provider’s ability to meet the specifications and program requirements as detailed in the RFP	1 – 10	25 %
Key Staff and Experience	1 – 10	25 %
Demonstrated understanding of IID program and objectives	1 – 10	25 %
System and reporting method that ensures confidentiality and security of records	1 – 10	15 %
Completeness of submission to include clarity and readability	1 – 10	10 %

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

- Select the firm(s) with the highest Department 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.

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 ninety (90) days from the date of opening proposals to the most responsible and responsive Authorized Service Provider(s) who best meets the RFP terms and conditions, or all proposals will be rejected. A formal contract must be executed with the successful Authorized Service Provider(s) within 20 days after award.

5.1. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Authorized Service Provider(s) shall either furnish DeIDOT with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to the following number: 302-577-8778. <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 Authorized Service Provider(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 Authorized Service Provider(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 if directed in this RFP.

5.4. AUTHORIZED SERVICE PROVIDER EMERGENCY RESPONSE POINT OF CONTACT

The awarded Authorized Service Provider(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 Authorized Service Provider.

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 Authorized Service Provider(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 Authorized Service Provider 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 Authorized Service Provider 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 not permitted under this RFP and contract.

5.9. LAWS TO BE OBSERVED

The Authorized Service Provider 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 Authorized Service Provider 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 Authorized Service Provider at its own expense.

5.11. AUDIT ACCESS TO RECORDS

The Authorized Service Provider 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 Authorized Service Provider 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 Authorized Service Provider. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Authorized Service Provider 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 Authorized Service Provider, 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 Authorized Service Provider's financial records will be borne by the Authorized Service Provider. Reimbursement to the State for disallowances shall be drawn from the Authorized Service Provider'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 Authorized Service Provider(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Authorized Service Provider 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 Authorized Service Provider for anything other than their intended purpose under this Contract. The Authorized Service Provider 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 Authorized Service Provider's submitted Proposal shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Authorized Service Provider. 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. AUTHORIZED SERVICE PROVIDER RESPONSIBILITY

The State will enter into a contract with the successful Authorized Service Provider(s). The successful Authorized Service Provider(s) shall be responsible for all products and services as required by this RFP whether or not the Authorized Service Provider or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Authorized Service Provider's proposal, and are subject to the approval and acceptance of DelDOT.

The Department 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 Pre-award 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 Authorized Service Provider (s) are required to have either a local telephone number within the (302) area code, a toll-free 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 Authorized Service Provider directly for all required resources. All consumables delivered by the Authorized Service Provider 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 Authorized Service Provider 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 Authorized Service Provider 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. Authorized Service Providers shall be required to report semi-annually opportunities to enhance the discounts achieved.

6.5. FEE STRUCTURES

The fee that the service provider receives from the Participant shall constitute the sole compensation for services. All costs required in the performance of this agreement shall be borne by the service provider and at no cost to the DMV.

6.6. 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 Authorized Service Provider s 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.

6.7. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Authorized Service Provider under the Scope of Work. Such changes, including any increase or decrease in the amount of the Authorized Service Provider's compensation, which are mutually agreed upon by and between the Agency

and the Authorized Service Provider shall be incorporated in written amendments to the Purchase Order or contract.

6.8. 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 Authorized Service Provider 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.

6.9. CONTRACT EXTENSION

DelDOT reserves the right to extend this contract on a month-to-month basis for a period of up to six months at the conclusion of the initial three year term and any available one year extensions.

6.10. LAWS OF DELAWARE

This Agreement and the terms thereof shall be construed in accordance with the laws of the State of Delaware. In addition, Authorized Service Provider(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

Authorized Service Provider 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 Authorized Service Provider for all purposes including any required compliance with the Affordable Care Act by the Authorized Service Provider. Authorized Service Provider 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 Authorized Service Provider 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, Authorized Service Provider 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 Authorized Service Provider'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. Authorized Service Provider will waive any separation fee provided an employee works for both the Authorized Service Provider 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 in the 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 Authorized Service Provider 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 Authorized Service Provider agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State, DelDOT, and DMV, their 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 Authorized Service Provider's its agents and employees' performance work or services in connection with the contract.

7.6.2 Proprietary Rights Indemnification

Authorized Service Provider 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 Authorized Service Provider in writing and Authorized Service Provider shall defend such claim, suit or action at Authorized Service Provider's expense, and Authorized Service Provider 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 Authorized Service Provider (collectively "Products") is or in Authorized Service Provider's reasonable judgment is likely to be, held to constitute an infringing product, Authorized Service Provider shall at its expense and option either:

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

In the event of nonperformance under the Authorized Service Provider, the Agency, after five business days' written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed. The difference in cost, if any, for said work or goods shall be borne by the Authorized Service Provider. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.

7.8. FORCE MAJEURE

Neither the Authorized Service Provider 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. AUTHORIZED SERVICE PROVIDER NON-ENTITLEMENT

State of Delaware Authorized Service Providers for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Authorized Service Providers may not seek business from another Authorized Service Providers' 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 Authorized Service Provider choosing to work with another Authorized Service Provider who holds a State Central Contract for private business.

7.10 TERMINATION OF CONTRACT

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

7.10.1. **Termination for Cause:** If, for any reasons, or through any cause, the Authorized Service Provider fails to fulfill in timely and proper manner its obligations under this Contract, or if the Authorized Service Provider 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 Authorized Service Provider 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 Authorized Service Provider under this Contract shall, at the option of the State, become its property, and the Authorized Service Provider 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 Authorized Service Provider 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 Authorized Service Provider response shall not affect or prevent the contract cancellation unless the State provides a written acceptance of the Authorized Service Provider response. If the State does accept the Authorized Service Provider's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Authorized Service Provider must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Authorized Service Provider successfully rectifies the original violation(s). At its discretion the State may reject in writing the Authorized Service Provider's proposed action plan and proceed with the original contract cancellation timeline.

7.10.2. **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 Authorized Service Provider shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

7.10.3. **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 PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the Authorized Service Provider's proposal will be deemed confidential during the evaluation process. Authorized Service Provider 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 Authorized Service Provider's information to a competing Authorized Service Provider 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. Authorized Service Provider(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.

Authorized Service Provider(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 Authorized Service Provider 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.

Authorized Service Provider(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 Authorized Service Provider'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.

7.12 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.

7.13 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 Authorized Service Provider.

7.14 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.

7.15 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.

7.16 PATENTED DEVICES, MATERIAL AND PROCESSES

7.16.1. The Authorized Service Provider 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.

7.17.2. The Authorized Service Provider 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.

7.17 INTEREST OF AUTHORIZED SERVICE PROVIDER

The Authorized Service Provider 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 Authorized Service Provider further covenants, that in the performance of this contract, no person having any such interest shall be employed.

7.18 ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Authorized Service Provider 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 Authorized Service Provider 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 Authorized Service Provider shall meet and confer about coordination of representation in such action.

7.19 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.

7.20 COVENANT AGAINST CONTINGENT FEES

The Authorized Service Provider 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.

7.21 GRATUITIES

7.21.1. 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 Authorized Service Provider 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 Authorized Service Provider, terminate the right of the Authorized Service Provider 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

7.22.2. In the event this contract is terminated pursuant to subparagraph “a”, the State shall be entitled (i) to pursue the same remedies against the Authorized Service Provider, 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 Authorized Service Provider 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.

7.22 POTENTIAL CONTRACT OVERLAP

Authorized Service Providers 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 Authorized Service Providers during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis, or lump sum total, whichever may be most advantageous to the State of Delaware.

7.23 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.

7.24 REQUIRED REPORTING

STATE OF DELAWARE
Department of Transportation
Agreement No. 2112-2113

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 vendorousage@state.de.us, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Authorized Service Providers 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 Authorized Service Provider 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 vendorousage@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.

7.25 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. Authorized Service Providers doing business with the State are encouraged to adopt fair background check practices. Authorized Service Providers can refer to 19 *Del. C.* §711(g) for applicable established provisions.

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. Authorized Service Providers or their authorized representatives are required to fully acquaint themselves as to 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 Authorized Service Providers and consists of related documents and enclosures.

BOND: The approved form of security furnished by the Authorized Service Providers and its surety as a guaranty of good faith on the part of the Authorized Service Provider 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 Authorized Service Providers.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time.

PROPOSAL: The offer of the Authorized Service Provider submitted on the approved form(s) and setting forth the Authorized Service Provider'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.

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

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									
Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:					Report End Date:				
Contact Phone:					Today's Date:				
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	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@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.

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.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ **TITLE** _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS:	Certification type(s)	Circle all that apply	
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 _____

STATE OF DELAWARE
 Department of Transportation
 Contract No. 2112 - 2113
**IGNITION INTERLOCKING DEVICE (IID) INSTALLATION AND
 MONITORING SERVICES**

Attachment: B

SUBCONTRACTOR INFORMATION FORM

PART I—STATEMENT BY PROPOSING VENDOR		
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 (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II—ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	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.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

