

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
VEHICLE TRACKING SYSTEMS  
ISSUED BY GOVERNMENT SUPPORT SERVICES  
CONTRACT NUMBER GSS26555-VEH\_TRACK**

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**I. Overview**

The State of Delaware Department of Government Support Services seeks professional services to provide a fully integrated Vehicle Tracking System capable of delivering live tracking of snow-plow operations, real-time asset location and utilization, and advanced vehicle telematics.. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

|                                   |  |
|-----------------------------------|--|
| Public Notice                     | Date: Wednesday, April 1, 2026                   |
| Deadline for Questions            | Date: Wednesday, April 15, 2026, 4:30 p.m. (EST) |
| Response to Questions Posted by:  | Date: Wednesday, April 29, 2026, 4:30 p.m. (EST) |
| Deadline for Receipt of Proposals | Date: Wednesday, May 13, 2026, 3:00 PM (EST)     |

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Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. Exceptions must be recorded on the Exceptions Form.

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

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

**II. Scope of Services**

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for as described in this Request for Proposals. The contract will require the Vendor(s) to cooperate with the ordering agency to ensure the State receives the most current state-of-the-art material and/or services.

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the RFP, Section G, Item 8 (insurance).

**B. General Evaluation Requirements**

1. Brief history of the organization, including accreditation status, if applicable.
2. Applicant's experience, if there is any, providing similar services. At least three references are required.

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3. Brief history of the subcontractor of the organization, if applicable. At least three references from subcontractors, if applicable.
4. Capacity to meet requirements (size, financial condition, etc.)
5. Financial information (balance sheets and income statements) for the past three years.
6. Location (geographical)
7. Distribution of work to individuals and firms or economic considerations
8. Other criteria necessary for a quality cost-effective project
9. Experience of Service Technicians.
10. Describe the methodology/approach used for this project including details of required service and turnaround time.

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§ 6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at <https://www.bids.delaware.gov/> and <https://gss.bonfirehub.com/>. Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this solicitation shall be made in writing through the [online bid submission portal](#). Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the solicitation designated contact, through an addendum posted on <https://mmp.delaware.gov/Bids/> and <https://gss.bonfirehub.com/>. The designated contact for this solicitation is: **RHONDA FIGUEROA**

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Vendors shall not contact the State's consultant or legal counsel on any matter related to the RFP.

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**6. Contact with State Employees**

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

**7. Organizations Ineligible to Respond**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to respond. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d. Has violated contract provisions such as;
  - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

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

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**2. Proposals**

Solicitation responses must be submitted through the [online bid submission portal](#). Refer to Appendix C – Online Bid Submission Portal Instructions for specific instructions.

**3. Proposal Modifications**

Vendors will have the ability to modify their submissions up to the Submission Deadline in the [online bid submission portal](#).

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the vendor at least through February 1, 2029. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals submitted after the specified date and time will not be accepted by the [online bid submission portal](#). Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt within the [online bid submission portal](#).

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to submitting Vendor.

**8. Non-Conforming Proposals**

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

**9. Concise Proposals**

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

**10. Realistic Proposals**

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

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The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's solicitation response (response) will be treated as confidential during the evaluation process. As such, vendor responses will not be available for review by anyone other than the State of Delaware Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information until a fully executed contract is received unless such disclosure is required by law or by order of a court of competent jurisdiction.

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

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Responses must contain sufficient information to be evaluated. Through the [online bid submission portal](#), vendors will submit two copies of their solicitation response. One shall be marked original containing the full solicitation response. The second shall be marked redacted copy, redacting those items the vendor is looking to mark confidential.

The redacted copy must include the completed confidentiality form describing the items redacted, representing in good faith that the information is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each redaction meets the said definitions.

A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a response to the solicitation herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a response to a solicitation may enter the public domain.

**12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified

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in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-responding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

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Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

- **RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of this solicitation. All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this solicitation must be received through the [online bid submission portal](#) by April 1, 2026 by 4:30 p.m., referencing the section, page number, text of passage being questioned, and the question. All questions will be answered in writing by April 15, 2026 by 4:30 p.m., with responses posted on <https://bids.delaware.gov> and <https://gss.bonfirehub.com/>.

**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

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

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

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**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. Potential Contract Overlap**

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

**19. 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.

**20. Notification of Withdrawal of Proposal**

Vendors will have the ability to withdraw their submissions up to the Submission Deadline in the [online bid submission portal](#).

**21. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at <https://www.bids.delaware.gov/> and <https://gss.bonfirehub.com/>. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**22. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on the Exceptions Form. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value, completing the Business Reference Form. Include business name, mailing address, contact name and email, number of years doing business with, and type of work performed. Personal references cannot be considered.

**24. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and

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no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest proposal or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**25. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive proposal process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* § 6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director, Government Support Services, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

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**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor’s proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the proposal evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team’s consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. § [6986](#). Such selection will be based on the following criteria:

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

| Criteria  | Points    |
|---|-----------|
| <p><b>Web Based Interface &amp; Customer Support</b><br/>                     -The ability to provide non-resident software, ease of access and product support.<br/>                     -The ability to successfully access, navigate and monitor via a mobile device application.</p>  | <b>25</b> |
| <p><b>Vehicle Hardware Availability, Warranty &amp; Installation</b><br/>                     - Includes rapid equipment availability with ease of access to the OBD port without disconnecting device, and the ability to use OEM factory installed GPS modules.<br/>                     -The ability to provide warranty terms.</p>  | <b>25</b> |
| <p><b>Vehicle Information, Vehicle Use History and Reports Provided</b><br/>                     - Overview of the information provided by the equipment including vehicle information, vehicle use history and range of reporting capabilities. (System alerts for speed and excessive idling will be recorded in this section).<br/>                     - Ability to provide diagnostic and engine code reports on an ‘as needed’ basis.</p> | <b>25</b> |
|   |           |

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| Criteria  | Points     |
|---|------------|
| <p><b>Demonstrated ability to Connect to Third Party Software</b></p> <ul style="list-style-type: none"> <li>- The ability of software to 'send' information to Fleet Focus and any integration limitations.</li> <li>- The ability to integrate with Assetworks.</li> <li>-The ability to connect through the DMV portal to the Department of Transportation's DMV system and download emission reporting through Web Services.</li> </ul> | <b>50</b>  |
| <p><b>Implementation</b></p> <ul style="list-style-type: none"> <li>- Bidders must provide plans for implementation. Submission shall include installation costs, time required to fully integrate with Third Party vendors, specific responsibilities of the vendor and the State to achieve a fully operational solution in the most expedient timeframe after contract award.</li> </ul>   | <b>50</b>  |
| <p><b>Training</b></p> <p>Startup &amp; Ongoing training, yearly, etc</p>   | <b>15</b>  |
| <p><b>Business References</b></p> <ul style="list-style-type: none"> <li>- Score will judge the quality of the business references submitted, and references response prior contract performance.</li> </ul> <p><b>DO NOT UTILIZE STATE OF DELAWARE REFERENCES.</b></p>   | <b>15</b>  |
| <p><b>Monthly Access (Operational) Costs &amp; Hardware Costs (including transitional costs)*</b></p> <p><i>Include on-going or regular monthly operation/monitoring costs associated with system operation, initial hardware costs for GPS locator equipment (including GPS transponder, adapters, antennae, etc.) and initial capital outlay for transition to new hardware and monitoring vendor.</i></p>                                | <b>35</b>  |
| <b>Total</b>  | <b>240</b> |

After initial scoring and determining that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

All oral presentations shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate the oral presentations.

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| <b>Evaluation Criteria</b>                             | <b>POINTS</b> |
|--|---------------|
| Device (if required) sturdiness & ease of installation | 30            |
| Website & App, Look & Feel                             | 25            |
| Training Overview                                      | 15            |
| Reporting  | 40            |
| Real-time updates through website                      | 50            |
| Thoroughness in 3 <sup>rd</sup> party capabilities     | 70            |
| <b>Total</b>   | <b>230</b>    |

After scoring oral presentations, selected vendors may be invited to participate in solution testing. Selected vendors will be asked to provide 5-10 devices that will be installed in State vehicles for testing purposes. The selected vendors will have their proposed solution scored or ranked based on their ability to successfully demonstrate their product and/or service.

All solution testing shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate the solution testing.

| <b>Evaluation Criteria</b>                | <b>Points</b> |
|---|---------------|
| Device (if required) sturdiness           | 30            |
| Device (if required) ease of installation | 30            |
| Tracking, accuracy                        | 30            |
| Reporting, ease and accuracy              | 40            |
| Website & App, Look & Feel                | 25            |
| <b>Total Score</b>                        | <b>155</b>    |

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

After initial scoring and determining that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation

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Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**V. Contract Terms and Conditions**

**A. Mandatory Contract Use**

**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 *Del. C.* § 6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the mandatory use requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 *Del. C.* § 6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company, or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by *Del. Code*, Chapter 69, Title 29 § 6910.

**B. Cooperative Use of Award**

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

**C. General Information**

1. The term of the contract between the successful vendor(s) and the State shall be for two (2) years with three (3) optional extensions for a period of one (1) year for each extension.
2. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription

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costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

3. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
4. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
5. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
6. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the proposal specifications and the special instructions, once it is received by the awarded vendor.
7. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
8. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
9. Vendors are not restricted from offering lower pricing at any time during the contract term.

**D. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate

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response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**E. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**F. Solicitation of State Employees**

Until contract award, vendors shall not, directly, or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

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**G. General Contract Terms**

**1. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this 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.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

**2. Temporary Personnel are Not State Employees Unless and Until They are Hired**

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

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

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**3. Work Performed in a State Building**

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

**4. ACA Safe Harbor**

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

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

**5. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2101.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

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**6. Notice**

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

**RHONDA FIGUEROA  
Government Support Services  
600A S. Bay Road  
Dover, DE 19901-4604**

**7. Indemnification**

**a) General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

**b) Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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

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

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**8. Insurance**

- a) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
  
- b) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
  
- c) As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.
  - (1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
  
  - (2) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
  
  - (3) Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor 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:
    - (a) \$1,000,000 combined single limit each accident, for bodily injury;
    - (b) \$250,000 for property damage to others;
    - (c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
    - (d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and
    - (e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

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- d) The successful vendor must carry at least one of the following depending on the scope of work being performed.
  - (1) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
  - (2) Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/ \$3,000,000 per aggregate
  - (3) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- e) Should any of the policies described above be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- f) Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware  
Government Support Services  
Contract No: GSS26555-VEH\_TRACK  
600A S. Bay Road  
Dover, DE 19901-4604
- g) Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
- h) To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
- i) In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.
- j) The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).
- k) The State of Delaware shall not be named as an additional insured.

**9. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses

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necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**10. Bid Bond**

The Bid Bond requirement has been waived.

**11. Performance Bond**

The Performance Bond requirement has been waived.

**12. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

**13. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations, or modifications so that it functions according to the State's requirements.

**14. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**15. Liquidated Damages**

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

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**16. Dispute Resolution**

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

**17. Remedies**

Except as otherwise provided in this solicitation, including but not limited to Section 16 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**18. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Government Support Services.

**a) Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract

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cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

**b) Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

**c) Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

## **19. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

## **20. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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**21. Vendor Activity**

No activity is to be executed in an offshore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**22. Vendor Responsibility**

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

**23. Personnel, Equipment and Services**

- a) The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b) All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c) None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in the Subcontractor Form are considered approved upon award. Changes to those subcontractor(s) listed in the solicitation response must be approved in writing by the State.

**24. Fair Background Check Practices**

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

**25. Vendor Background Check Requirements**

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

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

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site

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premises service for contract vendors. Should an individual be identified, and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

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

Individual agency requesting services may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided, the location(s) being accessed, or as a matter of law. This includes, but may not be limited to, background checks that are compliant with 31 Del. C. §309 and/or 16 Del. C. § 1141 or other applicable laws. The agency requesting service is responsible for notifying the vendor of any special requirements at the time-of-service request, including the applicability of 31 Del. C. §309 and/or 16 Del. C. § 1141 or other statutory requirements. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract. The Vendor(s) shall be responsible for all costs associated with background check requirements. The access to and the provision of services by the Vendor or its agents may be withheld until background checks are completed and deemed accepted by the Agency requesting services.

**26. Drug Testing Requirements for Large Public Works**

Pursuant to 29 *Del. C.* [§ 6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 *Del. C.* [§ 6962](#).

Final publication of the identified regulations can be found at the following:  
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

**27. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

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**28. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**29. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- a) the laws of the State of Delaware;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (a) through (e) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**30. 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.

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**31. Assignment of Antitrust Claims**

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

**32. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**33. Affirmation**

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

**34. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**35. IRS 1075 Publication (If Applicable)**

**a) Performance**

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

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

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(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

**b) Criminal/Civil Sanctions**

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the

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disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**c) Inspection**

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

**36. Other General Conditions**

- a) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- b) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- c) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- d) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.

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- e) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered, and corrective action taken, until final system acceptance.
- f) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- g) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- h) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- i) **Billing** - The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- j) **Payment** - The State reserves the right to pay by Automated Clearing House (ACH) or Purchase Card (P-Card). The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- k) **Federal Tax ID** - The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for "matching"/ If the Taxpayer ID and name do not match, the vendor record cannot be approved.

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

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

- l) **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS26555-VEH\_TRACK on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- m) **Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.

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- n) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. RFP Miscellaneous Information

### A. No Press Releases or Public Disclosure

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

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

### B. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

### C. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by at least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

## VII. Attachments

The following attachments and appendices shall be considered part of the solicitation:

- Sample Report 1 - Monthly Usage Report
- Sample Report 2 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 1 – Office of Supplier Diversity Application
- Appendix A – Scope of Work/Technical Requirements
- Appendix B - Pricing (BT-67DN)
- Appendix C – Online Bid Submission Portal Instructions
- Appendix D – Vendor Forms
- Appendix E - Terms and Conditions Governing Cloud Services and Data Usage Agreement
- Appendix F – Digital Accessibility Policy
- Appendix G – Sample Professional Services Agreement

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**IMPORTANT – PLEASE NOTE REQUIRED REPORTING**

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

A complete and accurate Usage Report (Sample Report -1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov), with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Sample Report - 2.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov) on the 15<sup>th</sup> (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.



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Sample Report - 2

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

| State of Delaware                          |                                   |                                      |  |   |                                  |                                |   |  |                                       |  |                                     |  |  |                                      |  |  |                  |  |  |
|--|-----------------------------------|--------------------------------------|--|---|----------------------------------|--------------------------------|---|--|---------------------------------------|--|-------------------------------------|--|--|--------------------------------------|--|--|------------------|--|--|
| Subcontracting (2nd tier) Quarterly Report |                                   |                                      |  |   |                                  |                                |   |  |                                       |  |                                     |  |  |                                      |  |  |                  |  |  |
| Prime Name:                                |                                   |                                      |  |   |                                  |                                | Report Start Date:                      |  |                                       |  |                                     |  |  |                                      |  |  |                  |  |  |
| Contract Name/Number                       |                                   |                                      |  |   |                                  |                                | Report End Date:                        |  |                                       |  |                                     |  |  |                                      |  |  |                  |  |  |
| Contact Name:                              |                                   |                                      |  |   |                                  |                                | Today's Date:                           |  |                                       |  |                                     |  |  |                                      |  |  |                  |  |  |
| Contact Phone:                             |                                   |                                      |  |   |                                  |                                | *Minimum Required                       |  |                                       | Requested detail   |                                     |  |  |                                      |  |  |                  |  |  |
| <u>Vend<br/>or<br/>Name</u><br>*           | <u>Vend<br/>or<br/>TaxID</u><br>* | Contra<br>ct<br>Name/<br>Numbe<br>r* | Vend<br>or<br>Conta<br>ct<br>Name<br>* | <u>Vend<br/>or<br/>Conta<br/>ct<br/>Phon<br/>e</u><br>* | Repo<br>rt<br>Start<br>Date<br>* | Repo<br>rt<br>End<br>Date<br>* | Amount<br>Paid to<br>Subcontrac<br>tor* | Work<br>Performed<br>by<br>Subcontra<br>ctor<br>UNSPSC | M/WB<br>E<br>Certifyi<br>ng<br>Agency | Veteran/Ser<br>vice<br>Disabled<br>Veteran<br>Certifying<br>Agency | 2nd<br>tier<br>Suppli<br>er<br>Name | 2nd<br>tier<br>Suppli<br>er<br>Addre<br>ss | 2nd<br>tier<br>Suppli<br>er<br>Phone<br>Numb<br>er | 2nd<br>tier<br>Suppli<br>er<br>email | <u>Descript<br/>ion of<br/>Work<br/>Perform<br/>ed</u> | 2nd<br>tier<br>Suppli<br>er<br>Tax<br>Id | Dat<br>e<br>Paid |  |  |
|  |                                   |                                      |  |   |                                  |                                |   |  |                                       |  |                                     |  |  |                                      |  |  |                  |  |  |
|  |                                   |                                      |  |   |                                  |                                |   |  |                                       |  |                                     |  |  |                                      |  |  |                  |  |  |
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|  |                                   |                                      |  |   |                                  |                                |   |  |                                       |  |                                     |  |  |                                      |  |  |                  |  |  |

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

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



## The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:  
[Office of Supplier Diversity Certification Application Portal](#)

For more information, please send an email to OSD:  
[osd@delaware.gov](mailto:osd@delaware.gov) or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

Carvel State Building  
820 N. French Street, 10<sup>th</sup> Floor  
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: [osd@delaware.gov](mailto:osd@delaware.gov)

Web site: <https://business.delaware.gov/osd/>

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



## APPENDIX A - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

### A. Statement of Need

The State of Delaware seeks to procure an onboard vehicle tracking and telematics solution capable of providing remote data collection, diagnostics, and operational intelligence for fleet vehicles, snowplows and additional mobile assets. The system must provide, to a minimum, the following capabilities:

- Remote capture of vehicle odometer readings directly from the OBD interface.
- Fuel efficiency and MPG reporting for all vehicles, and energy usage reporting for electric vehicles.
- Engine diagnostic alerts and scheduled maintenance notifications via email.
- Vehicle utilization reporting to identify under- or over-utilized assets.
- After-hours and weekend utilization reporting.
- Idle time reporting and automated alerts for excessive idling (threshold: greater than 5 minutes).
- Fleet vehicle listings available as on-demand and scheduled reports.
- Remote emissions reporting and automated integration with the Division of Motor Vehicles (DMV) for emission inspection certification.
- Real-time vehicle location and breadcrumb history.
- Monitoring of vehicle speed with configurable alerts for excessive speeding.
- Stolen vehicle recovery support.
- Geo-fencing capabilities with configurable alerts.
- Ability to create custom vehicle and asset groups for reporting and permissions management.
- Data retrieval frequency of two minutes or less.
- Live tracking of snow operations, including plow activity.

### B. Background

The State of Delaware currently utilizes telematics solutions across approximately 5,200+ vehicles. Existing systems provide GPS location tracking, speed and mileage monitoring, and engine diagnostic reporting. Current telematics data integrates with AssetWorks FleetFocus and M5 to support automated maintenance scheduling. Continued compatibility and integration with these systems is required.

### C. Overview

The State seeks proposals for a unified telematics and asset-tracking solution suitable for vehicles and non-vehicular equipment. The solution must support light-, medium-, and heavy-duty vehicles as well as miscellaneous powered and non-powered assets.

#### 1. Fleet (Including Schools)

The Fleet Services division manages approximately 3,200+ vehicles, including daily rentals and agency-specific units used for transportation, school operations, and public services. Business objectives include:

- Reducing fuel consumption.
- Reporting greenhouse gas (GHG) emissions.
- Improving driver safety.
- Enhancing fleet utilization.
- Providing comprehensive engine diagnostics, including trouble codes.

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2. Department of Transportation (DeIDOT)

a. Light and Medium Duty Fleet (600+ units)

DeIDOT seeks expanded winter operations reporting, improved cellular coverage, and advanced vehicle management capabilities, including real-time location, material usage, and operational status.

b. Heavy Duty Fleet (Snow Operations, Mowing, Sweeping)

Current fleet includes 300 snow trucks, 55 mowing tractors, and 40 sweepers. Requirements include a robust solution capable of supporting winter storm resource management, real-time operational tracking.

The solution must support DeIDOT's Snow Plow Tracker program, including public-facing access to winter operations data through an interactive web-based map and a mobile-accessible solution.

The system shall be capable of providing the public with near real-time visibility into snow and ice operations, including but not limited to plow location, treatment activity, and operational status. In addition, the solution must support current and future enhancements to display roadway activity details such as when a roadway was last plowed or treated, the type of treatment applied (e.g., salting), and the elapsed time since last service.

The long-term objective of the program is to provide motorists with integrated information on roadway conditions and current weather conditions to support informed travel decisions. Vendors shall describe how their solution supports this objective and allows for future expansion of public-facing data elements.

3. Other Assets

The solution shall support tracking of additional mobile and stationary assets, including:

- Trailers
- Construction equipment
- Grounds maintenance equipment
- Utility and public works assets

Vendors shall specify device options suitable for powered and non-powered assets.

4. Municipal Participants

The City of Dover and other municipalities may utilize the awarded contract at their discretion. The City operates approximately 136 vehicles. Participation is not guaranteed.

**D. Hardware Requirements**

1. General

The State seeks a solution compatible with vehicle OBD interfaces and capable of capturing OEM and aftermarket telematics data.

2. Specifications

Vendors shall provide all devices and installation hardware. Devices must:

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- Be easy to install and transferable between assets.
- Installation and Mounting: Vendor shall describe the installation process for all proposed devices, including required tools, estimated installation time per unit, and whether installation may be performed by State personnel. Vendor shall also describe how devices are physically secured in place to prevent movement, tampering, or accidental disconnection during normal vehicle or equipment operation. Vendor shall identify any installation methods that may void vehicle warranties or require agency approval prior to installation.
- Include a rechargeable battery.
- Provide tamper and disconnect alerts.
- Support light-, medium-, and heavy-duty vehicles and equipment.
- Provide optional Y-cable hardware where direct connection to the vehicle's OBD port is impractical. Y-cables must allow simultaneous device operation and continued access to the OBD port for diagnostics.

OEM-based telematics solutions (e.g., manufacturer-embedded systems such as OnStar) shall be offered as a separately priced optional component and not as a mandatory element of the core solution.

3. Warranty

- Minimum seven (7) year warranty on devices.
- Replacement devices delivered within five (5) business days.
- Vendor pays all shipping costs, including return of defective devices.
- All replacements must be new, not refurbished.

**E. Technology Terms & Conditions**

1. Cyber Security Liability

It shall be the duty of the Vendor to reasonably ensure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and the Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

2. Information Security

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

3. Standard Practices

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all

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services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or standards promulgated by DTI. If any service, product or deliverable furnished by a contractor(s) does not conform to DTI standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards or practices.

5. DTI Governance and Business Case Alignment

The Vendor's proposed solution, architecture, data handling, and system functionality shall be consistent with, or functionally equivalent to, the Department of Technology and Information (DTI) approved Business Case BC0002513, which authorized use of the State's existing vehicle tracking and telematics contract.

All proposed services, integrations, hosting models, and security controls must comply with applicable DTI standards, policies, and governance requirements. The Vendor shall coordinate with DTI throughout implementation and ongoing operations to ensure continued alignment with approved business case assumptions, security controls, and technical standards.

Any material deviation from the approved business case approach must be disclosed in the Vendor's proposal and shall be subject to DTI review and approval prior to implementation.

4. Confidentiality and Data Integrity

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT; Appendix E attached and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

5. Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any system or software meets or exceeds the CIS Top 20 Critical Security controls located at <https://www.cisecurity.org/critical-controls.cfm>

6. Acceptable Use Policy

The successful offeror will abide by the State of Delaware Acceptable Use Policy found at <http://dti.delaware.gov/pdfs/pp/AcceptableUsePolicy.pdf>. Signed Acknowledgement Statement from all key project personnel are required to be submitted in the proposal.

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**F. Integration**

Vendor solution shall have an ability to interface with:

- AssetWorks, FleetFocus
- AssetWorks, M5
- DMV, for emissions reporting, in DMV approved format.
- Third-party traffic, roadway incident, and navigation data sources (e.g., Waze, Google Maps, or equivalent platforms), including ingestion, visualization, or correlation with vehicle location and operational data.

Vendor technical proposal shall describe how the telematic solution integrates with each required solution. Vendor is asked to identify any additional interfaces they have the capabilities to provide. e.g. Fuel card providers. Vendor shall describe how third-party traffic and incident data are used to enhance situational awareness, routing decisions, and operational reporting within the telematics platform.

Division of Motor Vehicles (DMV) Integration

The Vendor solution shall support integration with the State of Delaware Division of Motor Vehicles (DMV) for vehicle emissions reporting and certification in a DMV-approved format.

The system must be capable of performing a direct electronic upload of emissions-related data to DMV at least once per year, or at such other intervals as required by the State or DMV, to support annual emissions inspection certification and compliance requirements.

Vendors shall describe whether DMV uploads are performed in real-time, batch, or scheduled processes and shall identify any technical prerequisites, data validation requirements, or coordination activities necessary to support successful submission.

All costs associated with enabling, maintaining, and performing required DMV uploads shall be included in base pricing. Vendors shall coordinate with the State and DMV to ensure ongoing compatibility with DMV data standards and submission protocols.

**G. Telematics System**

1. General

The platform must:

- Provide a browser-based interface with no plugins required.
- Support desktop, tablet, and mobile access.
- Provide configurable dashboards based on user roles.
- Provide email alerts for unsafe driving behavior, critical diagnostics, and other configured events.
- Provide geo-fencing with configurable alerting.
- Reporting or Mapping - The Vendor shall identify which Snow Plow Tracker data elements are available for public display and which are restricted to internal operational use.

Minimum Required Data Elements

- Asset number
- Tag number
- VIN
- Mileage
- GPS and interactive mapping
- Seatbelt usage status and violations, mandatory for all vehicles where supported by OEM systems or installed hardware.

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- Landmark and geofence management
- Tracking refresh rate of  $\leq 2$  minutes
- Check engine alerts
- Fuel levels
- Diesel Exhaust Fluid (DEF) levels, where applicable, including alerts for low DEF thresholds on diesel-powered vehicles and equipment.
- Battery voltage
- Coolant temperature
- Vehicle speed and associated alerts
- Utilization metrics
- Electric vehicle: battery percentage, charging status, charging rate, charger type

Optional Data Elements

- Idling
- Auxiliary equipment status (lights/sirens, lifts, plow position, etc.)
- Flood-zone mapping overlays

2. System Administration

The solution must allow for flexibility in creation and management of roles and permissions. Solution shall have the capability for batch updates using Excel; adding new vehicles; updating asset tags/license tag #s, reassigning vehicles, etc. The vendor shall include in their technical response a product roadmap indicating anticipated future enhancements to the software.

3. Documentation & Training

Vendors shall provide:

- Electronic manuals, installation guides, and user documentation.
- Live initial training and quarterly follow-up training sessions.
- ADA-compliant documents or alternative formats upon request.
- Defined training timelines and delivery methods.

4. Reporting

Vendor solution must provide metrics for assets that can be configured by the State. Vendor shall describe all standardized reporting that is part of its solution. Vendor shall provide a directory of standard reports and include samples of the standard reports in its technical proposal. Vendor response shall also identify if the state specific reports listed below are considered standard (which report) or custom (available or not available).

a. Odometer Reading Downloads:

It is a requirement of the RFP that all odometer information be made capable of direct download into the state's current software system(s). This will require the successful bidder to coordinate the necessary steps to make the data download possible, and the meter provided by the vendor's software shall be able to record the actual odometer reading from the vehicle. Data must be available at any time for the entire number of equipped units.

- Odometer Accuracy Requirement: Vendor shall guarantee a minimum odometer accuracy level across the fleet (e.g., 80–90%, with the final threshold to be determined during contract negotiation). Devices that are online and reporting must provide odometer readings consistent with this accuracy requirement.

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- Performance Remedy: Vendor shall agree to a performance-based remedy, such as monthly service credits or discounts, when odometer accuracy falls below the guaranteed threshold. The State will identify discrepancies through routine audits and notify the vendor of any required corrective action.

b. Required Weekly Fleet Utilization Report (as required per Governor’s Executive Order # 18):  
It is a requirement of this RFP that the vendor provide a weekly report every Monday at 5 AM, in excel format, which provides the following data, for each individual vehicle loaded into the system for the previous Monday through Sunday:

- VIN,
- Vehicle Label,
- Device Serial Number,
- License Plate #,
- Start Date (i.e. Immediately prior Monday; beginning period start date),
- End Date (i.e. immediately prior Sunday; period end date),
- Miles Driven for Weekly Period,
- # of days Utilized, and
- Date of Last GPS Message.

An example is provided below.

| VIN               | Label | Serial Nbr | License | Start Date | End Date | Miles Driven | # of Days Utilized | Date of Last GPS Message |
|-------------------|-------|------------|---------|------------|----------|--------------|--------------------|--------------------------|
| 1FBSS3BL3ADA30846 | 5543  | 5012941587 | S5010   | 8/29/2016  | 9/4/2016 | 0.07         | 1                  | 9/2/2016 12:57           |

c. Vehicle History Reports:

The successful bidder will maintain, at minimum, two years of vehicle information online, or be able to provide appropriate system histories on electronic media for use on a personal computer. Media histories will be formatted in such a way as to be user friendly and searchable.

d. DeIDOT Reports:

In addition to the above, DeIDOT is looking for the following reporting capabilities:

- 1) Group Data
- 2) Diagnostic Data
- 3) Location Data
- 4) Vehicle Registration Data
- 5) Vehicle Data
- 6) Device List
- 7) NWF Users
- 8) Emissions smog test

e. Emissions and DMV Reporting Requirements

The Vendor shall provide emissions-related reporting sufficient to support DMV inspection certification, compliance monitoring, and audit requirements. Emissions data shall be retained in accordance with the system’s historical data retention requirements and shall be available for review, download, and electronic submission.

The solution must support direct electronic transmission of emissions data to DMV at least annually, without manual data re-entry by State personnel. Vendors shall identify data elements included in the DMV submission and describe how data accuracy and completeness are validated prior to upload.

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**H. Transition Plan**

The vendor must provide a detailed plan addressing transition from Verizon Reveal, GeoTab, and TrackStar, including:

- Detailed implementation timeline
- Hardware procurement lead times
- Integration timelines with all systems
- Dual-system operation options during migration
- DMV emissions readiness by October 2027
- Reuse of existing hardware (if possible)
- One-time charges associated with transition

Vendor shall support an orderly transition at contract end, including a defined post-transition support period.

**I. Training**

- Installation Training – Train-the-trainer format.
- Vendor Assisted Installation Training
- Initial Training – Comprehensive onboarding for system users.
- Quarterly Training – Refresher or new-user sessions.
- System Training – System administration, navigation, reporting, and troubleshooting.

**J. System Maintenance**

Vendor shall provide all system maintenance and support throughout the term of the contract. Vendor shall describe in the technical proposal how it will provide these services to ensure quality delivery of the services.

Vendor shall provide any software upgrades that impact core functionality of the solution at no additional costs to the State. Vendor shall explain the triage plan to resolve any issues identified as a result of a software upgrade, with minimal interruption to State operations.

Vendor shall provide uptime/service level guarantees and escalation protocols.

**K. Customer Service**

The Vendor(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Vendor's operating hours. Representatives should be available by phone, or email. The vendor shall provide a standard response time (e.g., within four hours during operating hours).

**L. Cost Proposal**

Vendors shall provide pricing for:

- Monthly monitoring (including telecommunications costs)
- One-time hardware costs per device
- Vendor-Assisted Installation Services - Vendors shall separately identify flat-rate pricing for vendor-assisted installation services, if offered. Pricing shall be provided on a per-unit basis by device type and vehicle or asset class, as applicable. Time-and-materials pricing will not be accepted unless expressly approved by the State.

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Installation methods described in the technical proposal must align with the installation pricing provided in the Cost Proposal.

Costs associated with annual direct electronic uploads to the Division of Motor Vehicles (DMV), including data formatting, validation, transmission, and coordination, shall be included in base pricing.

Optional or value-added services must be listed separately.

**M. Value-Added Offers**

Vendors are encouraged to propose additional capabilities such as:

- Integrated dash cameras, to include vendor assisted installation flat-rate charges, data storage options and pricing, in addition to data retrieval by the state.
- Tracking support for additional asset classes (mowers, trailers, boats, etc.).
- Advanced analytics, predictive modeling, and historical cloud archiving.
- Sustainability and safety-enhancing technologies.
- Small-Equipment Tracking: Vendor may provide compact asset-tracking devices suitable for tools, handheld equipment, and other small items stored in maintenance vehicles or offices. Devices should function similarly to consumer tag-based trackers and support real-time or near-real-time location reporting.

As vehicle and equipment tracking technologies continue to evolve, the Vendor shall, during the term of the contract, inform the State of newly available state-of-the-art tracking methods, sensors, or data-collection technologies applicable to fleet vehicles or other equipment.

Such technologies shall be offered to the State for consideration as potential enhancements to the State's telematics capabilities. Adoption of any such enhancements shall be at the sole discretion of the State and subject to mutual agreement, including pricing and contractual modification, if applicable.

**N. Intent to Load Contract Award in State eMarketplace Solution**

As an **informational** contract, a contract profile will be developed by Government Support Services. This profile will enable end users to see search results that include these contracts. Additionally, these profiles will provide shoppers with details on how to place orders for the goods and services associated with the contract outside of eMarketplace.

The failure and/or inability to comply with the eMarketplace requirement(s) may subject the awarded vendor to corrective action, up to and possibly including termination of the contract.

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**APPENDIX B – PRICING (BT-67DN)**

Appendix B is a separate file found on [mymarketplace.delaware.gov](https://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. This appendix must be submitted through the [online bid submission portal](#) using the provided format.

**APPENDIX C – ONLINE BID SUBMISSION PORTAL INSTRUCTIONS**

Appendix C is a separate file found on [mymarketplace.delaware.gov](https://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

**APPENDIX D – VENDOR FORMS**

Appendix D is a separate file found on [mymarketplace.delaware.gov](https://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. This appendix must be submitted through the [online bid submission portal](#) using the provided format.

**APPENDIX E – TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE AGREEMENT**

Appendix E is a separate file found on [mymarketplace.delaware.gov](https://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. This appendix must be submitted through the [online bid submission portal](#) using the provided format.

**APPENDIX F – DIGITAL ACCESSIBILITY POLICY**

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**APPENDIX G – SAMPLE PROFESSIONAL SERVICE AGREEMENT**

Appendix G is a separate file found on [mymarketplace.delaware.gov](https://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. This appendix is a sample of the Professional Service Agreement.