



DELAWARE DEPARTMENT OF TRANSPORTATION

State of Delaware

Request for Proposal

Title: NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE
(NEVI) ROUND 2

Contract ID: DOT2606-NEVI_2

- *Deadline to Respond* -

**Tuesday, August 4, 2026
PRIOR TO 2:00 P.M. Local Time**



Responses to be received at:
State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building Contract Administration
800 Bay Road, Dover, DE 19901



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

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

COMMUNITY-FOCUSED EV CHARGING INFRASTRUCTURE

ALL VENDORS:

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

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

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

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

- [ATTACHMENT A – NON-COLLUSION STATEMENT](#)
- [ATTACHMENT B – EXCEPTIONS](#)
- [ATTACHMENT C – SUBCONTRACTOR INFORMATION FORM](#)
- [ATTACHMENT D – BUSINESS REFERENCES](#)
- [ATTACHMENT E – BID BOND FORM](#)
- [ATTACHMENT F – QUARTERLY PROGRESS REPORT & DATA CAPTURE REQUIREMENTS](#)

- APPENDIX A – SCOPE OF WORK
- APPENDIX B – PROJECT BUDGET
- APPENDIX C – TECHNICAL PROPOSAL REQUIREMENTS
- APPENDIX D – TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE
POLICY
- APPENDIX E – TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE
AGREEMENT
- APPENDIX F – PLACED IN SERVICE REPORT

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

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

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COMPETITIVE SEALED PROPOSAL

The Department has determined, pursuant to **Delaware Code Title 29, Chapter 69, § 6981**, that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different prices, quality, and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

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NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE (NEVI) ROUND 2

1. PROJECT INFORMATION

The Delaware Department of Transportation (“DelDOT”) is seeking proposals from qualified vendors, including municipalities, to deploy, operate, and maintain public electric vehicle (“EV”) charging in affiliation with the U.S. Department of Transportation’s (“DOT”) Federal Highway Administration (“FHWA”) National Electric Vehicle Infrastructure (“NEVI”) Program. This initiative focuses on expanding public EV charging capacity. This RFP will look to expand the number of chargers located along the designated alternative fuel corridors (“AFCs”). In addition, DelDOT will award locations focused on expanding EV charging to areas of the State that have a high number of multifamily buildings (e.g., apartments and condos) and others without access to private, overnight charging. Projects will provide Level 2 and/or DC fast charging (“DCFC”) stations in publicly accessible locations, such as parking facilities at public buildings, schools, parks, or privately managed sites that serve the local community.

Proposals for multiple charging station sites are encouraged, provided each site meets the minimum requirements outlined in this RFP, including charging capacity and interoperability standards. Eligible infrastructure must prioritize community-based charging and enhance accessibility for residents with limited charging options.

The Bipartisan Infrastructure Law (“BIL”) establishes a National Electric Vehicle Infrastructure (“NEVI”) Formula Program to provide funding to states to strategically deploy EV charging infrastructure and to establish an interconnected network to facilitate charging station data collection, access, and reliability (as required by the NEVI Program). The BIL directs the Federal Highway Administration (“FHWA”) to apportion NEVI formula funding among states, including Delaware, on a formula basis. Under the formula, Delaware will receive \$17.7 million over five years to create an EV charging network across the state. For this round of NEVI Funding, \$8 million has been funded by FHWA and is currently available for the Delaware NEVI grant program.

The maximum funding award will be the lesser of:

a) the Community EV Charging Infrastructure Grant Funds Requested (as detailed in the Project Cost Proposal Form)

or

b) 80 percent Federal cost share of the eligible costs with a match of 20 percent from non-Federal sources.

Eligible and non-eligible costs are detailed in Appendix A: Scope of Work.

This RFP is issued pursuant to 29 Del. C. § 6981. Selected vendors will be responsible for procuring all necessary professional services, construction, and project management to meet the Grant requirements and successfully install public EV charging stations across Delaware.

1.1. KEY RFP DATES/MILESTONES

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

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Activity	Due Date / Time
Questions Due - No Later Than:	Tuesday, July 21, 2026, 2:00 PM local time
Final Questions/Answers Posted:	One week prior to Proposal Due Date
Proposals Due - Prior To Public Opening:	Tuesday, August 4, 2026, 2:00 PM Local Time
Contract Award	Within 90 days of bid opening

1.2. INQUIRIES & QUESTIONS

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

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

Questions must be submitted before the due date identified in the Key RFP Dates/Milestones for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the [Bonfire Procurement Portal](#). Following the Question Due date, no further questions will be reviewed or responded to by DelDOT. Proposers are required to submit a statement confirming receipt of all RFP documents, including all addenda, to qualify for evaluation, and by submitting a proposal package, proposers confirm that they agree with all requirements outlined in the RFP and addenda.

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

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

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

1.3. BID BOND REQUIREMENT

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

A certified or bank check made out to the Delaware Department of Transportation in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond. The deposits shall be

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returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids. Bidders are made aware that Certified or Bank Checks submitted in lieu of Bond will be deposited, and unsuccessful bidders will receive payment of the value of the check from the state.

1.4. PERFORMANCE BOND REQUIREMENT

Contractors awarded contracts are required to furnish a Performance Bond to the State of Delaware for the benefit of the Delaware Department of Transportation with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using a form supplied by DelDOT in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

1.5. CONTRACT PERIOD

Each successful Vendor's contract shall be valid for a six (6) year period. The contract may be extended for up to two (2), one (1) year periods through negotiation between the Vendor and DelDOT. Negotiation should be initiated no later than ninety (90) days prior to the termination of the agreement period.

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 contract has been completed.

1.6. PRICES

Prices and/or rates shall remain firm for the initial six (6) year term of the contract, unless further negotiations are deemed necessary by the State. The pricing policy that you choose to submit must be clear, accountable, auditable, and must cover the full spectrum of services required. Submittals must be structured as described.

1.7. PRICE ADJUSTMENT

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

If agreement is reached to extend this contract beyond the initial period, DelDOT shall have the option of offering a determined price adjustment based on the current Philadelphia All Urban Consumers Price Index ("CPI-U"), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previously published twelve (12) month period at the time of renegotiation.

1.8. SHIPPING TERMS

FOB destination, freight prepaid and allowed.

1.9. MANDATORY INSURANCE REQUIREMENTS

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

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.

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- c. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate.
- e. 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:
 - i. \$1,000,000 combined single limit each accident, for bodily injury;
 - ii. \$250,000 for property damage to others;
 - iii. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - iv. \$25,000 per person, \$300,000 per accident PIP benefits if carrying any of our clients or employees; and
 - v. Comprehensive coverage for all vehicles leased from the State of Delaware Fleet Services, which shall cover the replacement cost of the vehicle in the event of collision, damage, or other loss.

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

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

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

**State of Delaware
Department of Transportation
P.O. Box 778 Dover, DE 19903
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Should any of the above-described policies be cancelled before the expiration date thereof, notice must be delivered in accordance with the policy provisions.

1.10. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish, and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered, provided the vendor certifies that the function, characteristics, performance, and endurance qualities of the material offered are equal to or superior to that specified. DelDOT must approve any substitutions in writing.

2. PROJECT OVERVIEW/BACKGROUND

The Vendor(s) shall provide all equipment, materials, and labor to supplement DelDOT's need for community-based EV charging infrastructure as described herein. The contract will require the Vendor(s) to cooperate with DelDOT to ensure the State receives the most current state-of-the-art material and/or services.

2.1. PROJECT BACKGROUND

The Bipartisan Infrastructure Law ("BIL") establishes a National Electric Vehicle Infrastructure ("NEVI") Formula Program to provide funding to states to strategically deploy EV charging infrastructure and to establish an interconnected network to facilitate charging station data collection, access, and reliability (as required by the NEVI Program). The BIL directs the Federal Highway

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Administration (“FHWA”) to apportion NEVI formula funding among states, including Delaware, on a formula basis. Under the formula, Delaware will receive \$17.7 million over five years to create an EV charging network across the state. \$8 million has been funded by FHWA and is currently available for the Delaware NEVI grant program.

The Delaware Department of Transportation (“DelDOT”) seeks qualified vendors to deploy, operate, and maintain electric vehicle (EV) charging stations in affiliation with the U.S. Department of Transportation’s (“DOT”) Federal Highway Administration (“FHWA”) National Electric Vehicle Infrastructure (“NEVI”) Program. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#). All selected vendor(s) shall be expected to procure all necessary professional services, construction, and/or project management to fulfill the grant requirements for the installation of public direct-current (“DC”) fast charging stations in Delaware that satisfy the established NEVI requirements.

NEVI Program Structure and Program Requirements

The FHWA established the NEVI Formula Program as part of the Infrastructure Investment and Jobs Act of 2021 (also known as the Bipartisan Infrastructure Bill), aiming to provide funding to States for deploying EV charging infrastructure and to establish a nationwide, interconnected network of EV chargers. The Federal plan for NEVI-funded electric vehicle charging sites includes a phased approach over the five-year funding cycle. The first phase focused on fully building out the Alternative Fuel Corridors (“AFC”). Funds may not be spent on other sites until all designated AFCs are certified by FHWA as fully built out as per federal guidelines.

To be eligible for funding, states were required to submit an EV Infrastructure Deployment Plan by August 1, 2022, describing how the state intends to use NEVI funds to qualify for any potential funds. Delaware submitted their [State of Delaware NEVI Plan](#), “Delaware Electric Vehicle Infrastructure Deployment Plan”, which was subsequently approved on September 14, 2022, by the Federal Joint Office of Energy & Transportation. An update to the Delaware Electric Vehicle Infrastructure Deployment Plan was submitted to FHWA. FHWA determined that the Plan is compliant with the requirements outlined in the National Electric Vehicle Infrastructure Formula Program Interim Final Guidance issued on August 11, 2025, and was approved for implementation on September 17, 2025.

Delaware’s established AFCs include I-95, SR-1, US-13, and US-113 that include segments designated as EV Ready as well as EV Pending. Initial EV infrastructure using NEVI funds must be deployed along the designated AFCs. DelDOT determined and FHWA certified that the designated AFCs are fully built out on November 26, 2025. As a result, the State may use NEVI funds for charging infrastructure on public roads or other publicly accessible areas (e.g., public parking facilities, transit stations, park and ride facilities, public schools, public parks, visitor centers, and other public locations on Federal land).

Any use of NEVI funds by Delaware and selected Vendors must satisfy the requirements set forth in the [NEVI Standards and Requirements Final Rule](#) (dated February 15, 2023) and [National Electric Vehicle Infrastructure Formula Program Interim Final Guidance](#) (dated August 11, 2025).

Objectives

The main objective of the NEVI Plan is to provide funding to states to strategically deploy EV charging infrastructure and establish an interconnected network to facilitate data collection, access, and reliability. To be effective, the EV charging infrastructure deployed under NEVI must provide a seamless customer experience for all users through a convenient, reliable, affordable, and equitable national EV charging network.

For charging locations along AFCs, there must be a minimum station power capability of at least 600 kilowatt (“kW”) to simultaneously power at least four 150kW (per port) DCFCs. AC Level 2 port must be capable of providing at least 6 kW per port simultaneously across all AC ports with an option to allow the customer to consent to accept a lower power level to allow power sharing or to participate in smart charge management programs.

Vendors are required to adhere to guidelines as outlined in Appendix A and Appendix D and must comply with all applicable state regulations in accordance with 29 Del. C. §§ 6981 and 6982. Furthermore, Vendors are expected to manage all aspects of service procurement, construction, and project management necessary for the installation of the charging stations.

Proposals must be submitted by the specified deadline, with complete guidelines and submission procedures available in the full RFP document. This effort is directed towards enhancing the accessibility and coverage of EV charging facilities across Delaware, filling existing infrastructure gaps, and promoting broader use of electric vehicles.

2.2. PROPOSED PROJECT LOCATIONS

DelDOT and DNREC developed *Charging Forward: Delaware’s Strategy for Electric Vehicle Charging Infrastructure (2024)* with the intent to help guide the deployment of EV charging to facilitate current and future users of EVs with the ability to confidently travel in and across Delaware for work, education, recreation, and exploration. To ensure that motorists now and in the future are provided with a seamless travel experience while supporting equal opportunities for low- and moderate-income households, the EV charging network needs to be expanded. *Charging Forward* identified which areas should be prioritized for funding based on EV adoption levels, existing charging network sites, multi-family housing density, and equity factors.

Delaware has three overarching goals to deploy stations around the state:

Goal 1 sites will facilitate the installation of new DCFC stations and upgrade existing DCFC stations every 50 miles.

Goal 2 sites will facilitate the installation of new DCFC stations and upgrade existing DCFC stations every 25 miles or less.

Goal 3 sites will facilitate the installation of level 2 and DCFC stations within communities that lack access to convenient neighborhood level charging.

Delaware has 259 miles of AFCs. Figure 1 displays Delaware’s AFC designations, existing and under contract NEVI-compliant Stations, and the general locations for proposed DCFC locations that would satisfy achieving Goal 2. These locations are generalized as specific site selection and site host coordination is the responsibility of the vendors responding to this RFP.

Goal 3 focuses on placing EV charging stations along highly traveled state alternate routes, including Routes 2, 202, 54, 40, 71, and others. The projects shall comprise of either Direct Current Fast Charging (DCFC) and Alternating Current Level 2 charging stations or a combination of both.

Figure 2 displays the corridors that chargers should be located along overlaid heat map of suitable and preferred locations for communities that can help to achieve the vision of *Charging Forward*. Charging stations should be sited no farther than one mile from the corridor, with locations sited within a half mile being preferred. These locations are generalized, as specific site selection and site host coordination

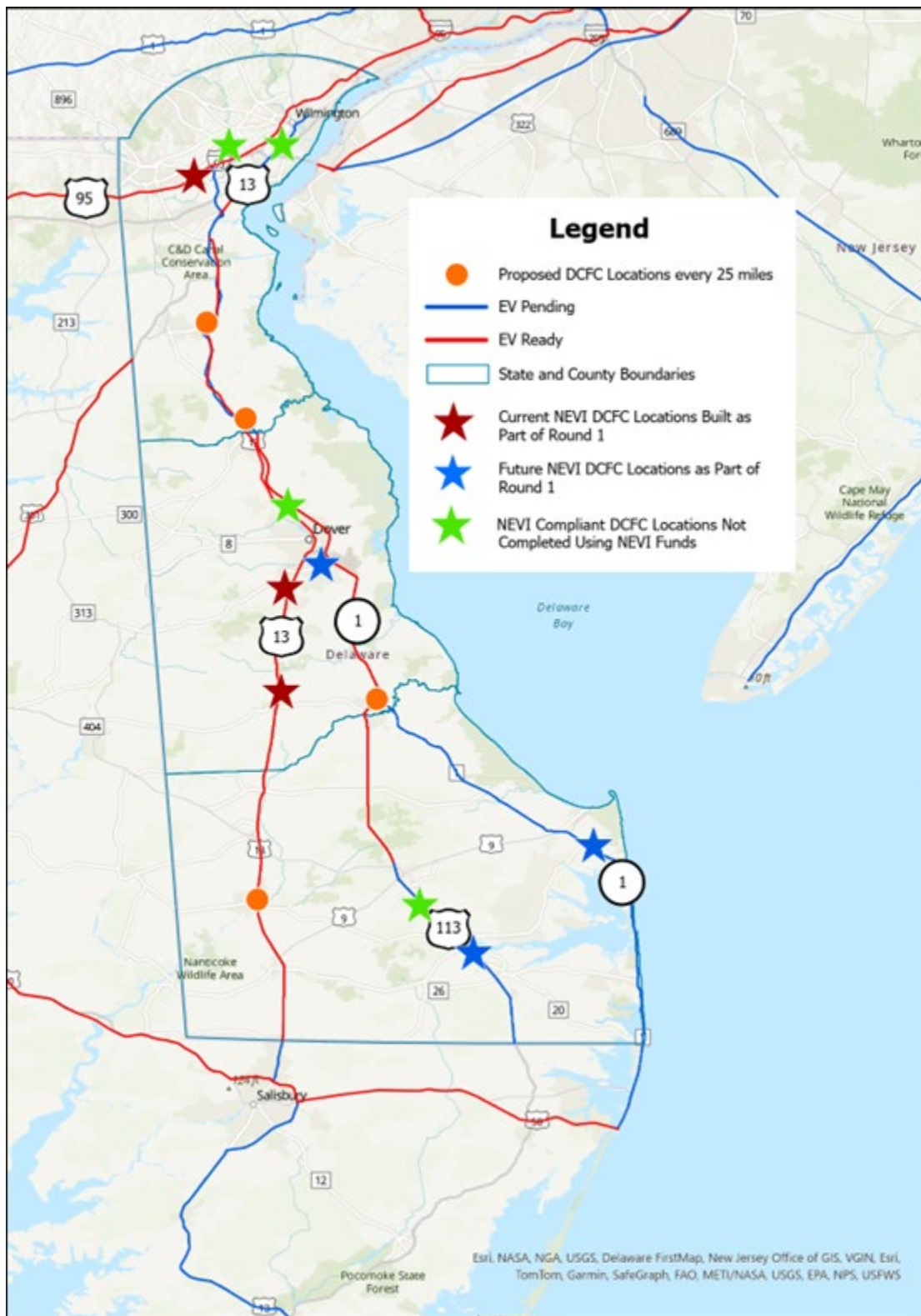
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are the responsibilities of the vendors responding to this RFP. Sites shall be open to the public and provide access to the surrounding community. This can include community charging hubs that provide Level 2 and DCFC, as well as community-based chargers with Level 2 charging for multi-family housing.

*Figures 1 & 2 appear on the following pages
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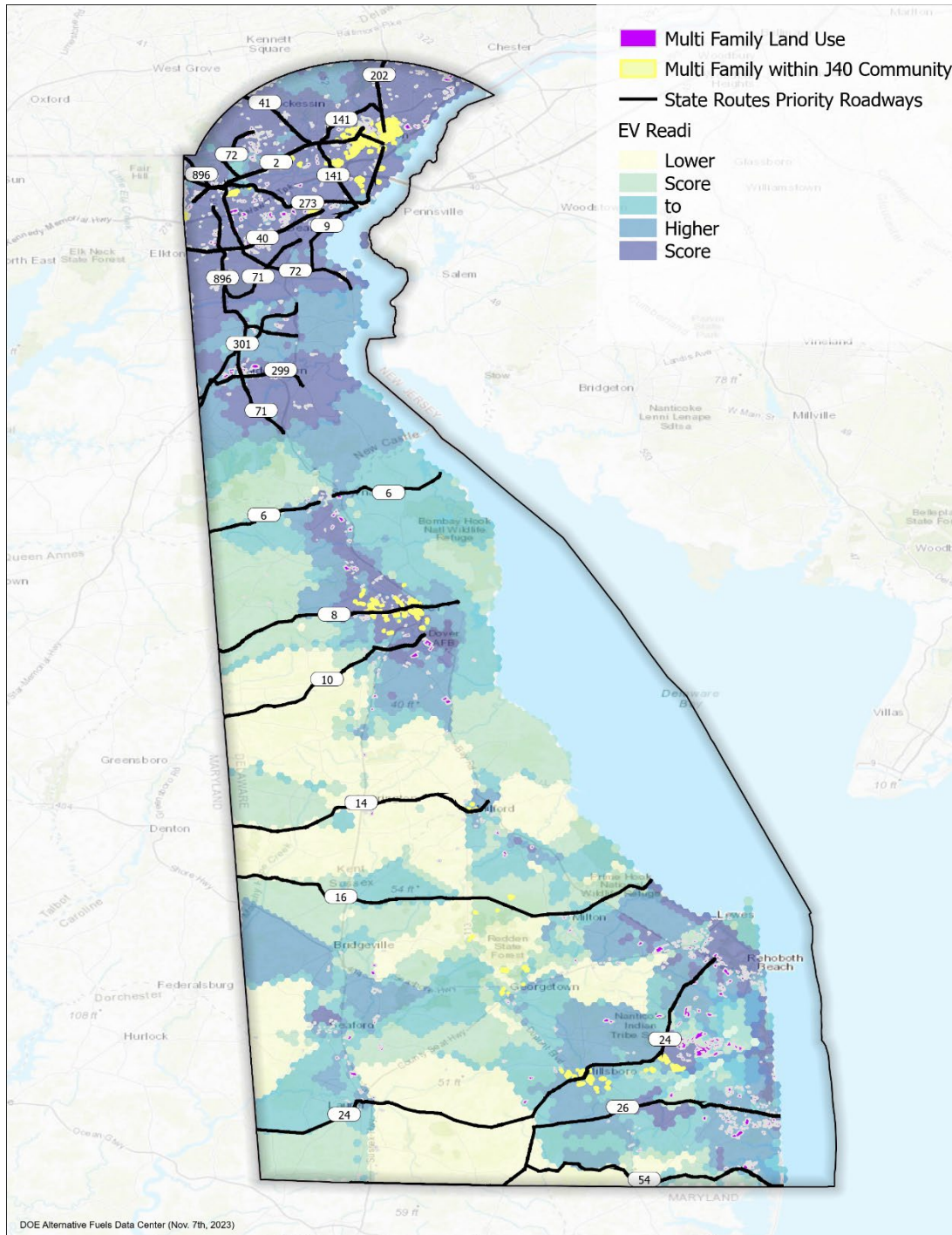
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Figure 1: AFC Designation



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Figure 2: Heat Map of Community-based Charging Locations



2.3. TECHNICAL SPECIFICATIONS

The Technical Specifications of this RFP are stated in **Appendix A**.

3. PROPOSAL REQUIREMENTS

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

1. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.
2. **Upload your submission at:** <https://deldot.bonfirehub.com/portal/> Important Notes:
 - Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
 - Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
 - Each submitted item of Requested Information will only become visible to DelDOT after the proposal due date and time.
 - If a file is mandatory, you will not be able to complete your submission until the requirement is met.
 - Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
 - Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled.

Need Help? Please contact Bonfire directly at support.bonfire@eunasolutions.com for technical questions related to your submission. You can also create a ticket at <https://customer.eunasolutions.com/public/s/>.

3. **The Prime Consultant must be Registered**, or submit application for registration, with DelDOT at or before the time of submission in order to be considered. Consultant Registrations are now completed online through SimpliGov. To complete registration or for more information, visit [DelDOT Professional Services Registration Page](#).
4. **Submit one (1) Original and one (1) Redacted copy** of the Proposal. The original must be a .pdf file of the original signed proposal and should be clearly marked “**Original**” on the first page of the document. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as “**Redacted**” on the first page of the document. The redacted copy is required even if the submission contains no proprietary or confidential information.

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

3.1. COVER LETTER

Each proposal must have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by an officer of the company who has the legal capacity to enter the organization into a formal contract with DelDOT. (Limited to two pages)

3.2. TABLE OF CONTENTS

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

3.3. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services, or qualifications the Vendor will provide that are not mentioned in this RFP. Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criterion identified.

3.4. PRICES QUOTED

The prices quoted are those for which the material will be furnished Free on Board ("FOB") DelDOT, unless otherwise specified, and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

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

3.5. INTERPRETATION OF ESTIMATES/QUANTITIES

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

3.6. NON-COLLUSION STATEMENT

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

3.7. SUBCONTRACTORS

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

3.8. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value. Include business name, mailing address, contact name and phone number, number of years

doing business with, and type of work performed. Personal references cannot be considered. Please provide references other than DelDOT contacts. **Use Attachment D.**

3.9. PROJECT SITE HOST AGREEMENT

Each proposal must provide any agreements, contingent or otherwise, or memorandums of understanding (“MOU”) with site owners to demonstrate that the Vendor is able to secure necessary property rights, easements, rights-of-way, and access to the Project Site to fulfill the obligations under this Contract.

3.10. EXCEPTIONS FORM

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

3.11. BID BOND

One (1) completed paper copy of the Bid Bond paperwork, or Bank Check, or a security of the bidder assigned to the Department of Transportation. **Use Attachment E.**

3.12. DBE & MBE GOAL

Pursuant to the Interim Final Rule (“IFR”) published by the United States Department of Transportation (“U.S. DOT”) on September 30, 2025, and its immediate impact on the certification status of Disadvantaged Business Enterprises (“DBEs”) previously certified by the Department, no DBE participation goal has been established for this solicitation.

At this time, DelDOT has no currently certified DBEs in its directory. Consequently, it is not possible to establish or enforce a meaningful DBE contract goal for this procurement.

DelDOT is actively conducting the DBE recertification process required by the IFR. Upon completion of recertifications, or in the event of subsequent amendments to the IFR, court orders, or further U.S. DOT guidance that restores or modifies DBE certification capacity, DelDOT reserves the right to establish, reinstate, or revise a DBE participation goal for this solicitation and any resulting contract in accordance with 49 CFR Part 26 and all applicable federal requirements.

Any future establishment, reinstatement, or modification of a DBE goal will be accomplished through a formal amendment to this solicitation or to the resulting contract. Proposers and the selected Consultant will be notified in writing of any such amendment and will be required to comply with the revised DBE provisions.

Until a DBE goal is formally established or reinstated by written amendment, no DBE participation goal applies to this solicitation or the resulting contract, and submission of good-faith efforts documentation is not required.

3.13. PROPOSAL SUBMISSION

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

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

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

3.13.1. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated.

The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PROPOSAL EVALUATION

4.1. DISQUALIFICATION OF VENDORS

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

- 4.1.1. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- 4.1.2 Evidence of collusion among Vendors.
- 4.1.3 Unsatisfactory performance record as evidenced by past experience with DelDOT or on a State of Delaware contract.
- 4.1.4 Any suspension or debarment of the parent company, subsidiary, or individual involved with the Vendor by Federal, any state, or any local government within the last five (5) years.
- 4.1.5 If there are any unauthorized additions, interlineations, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 4.1.6 If the unit prices are obviously unbalanced, either in excess or below reasonable cost analysis values.

4.2. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

4.2.1 An individual proposal may be rejected for one or more of the following reasons:

- 4.2.1.1 The respondent to the solicitation is determined to be non-responsive or non-responsible.
- 4.2.1.2 It is unacceptable.

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- 4.2.1.3 It is otherwise not advantageous to the State.
- 4.2.1.4 The proposed price is unreasonable.
- 4.2.2 It shall be determined whether a Vendor is responsible before awarding a contract. Factors to be considered in determining if a Vendor is responsible include:
 - 4.2.2.1 The Vendor's financial, physical, personnel, or other resources, including subcontractors
 - 4.2.2.2 The Vendor's record of performance and integrity.
 - 4.2.2.3 Any record regarding any suspension or debarment.
 - 4.2.2.4 Whether the Vendor is qualified legally to contract with the State.
 - 4.2.2.5 Whether the Vendor supplied all necessary information concerning its responsibility.
- 4.2.3 If a Vendor is determined to be non-responsible or non-responsive, the Vendor shall be informed in writing.
- 4.2.4 DelDOT reserves the right to waive minor irregularities or request additional information before determining if the Vendor is responsible and/or responsive. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

4.3. RIGHT TO CANCEL SOLICITATION

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

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

4.4. PROPOSAL EVALUATION COMMITTEE

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

- 4.4.1 The Committee reserves the right to:
 - 4.4.1.1 Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
 - 4.4.1.2 Waive or modify any information, irregularity, or inconsistency in proposals received.
 - 4.4.1.3 Request modification to proposals from any or all Vendors during the contract review and negotiation.
 - 4.4.1.4 Negotiate any aspect of the proposal with any Vendor and negotiate with more than one vendor at the same time.
 - 4.4.1.5 Select for contract, or for negotiations, a proposal other than that with the lowest costs.
 - 4.4.1.6 Select more than one Vendor pursuant to 29 Del. C. §6926. Such selections will be based on the highest rated Criteria and Scoring evaluations.

4.5. CRITERIA AND SCORING

No.	Criteria Description:	Scoring Range	Max Points	Criteria/Instructions
1	Community Benefit and Impact - Points allocated for how well the project serves the targeted community, ensures accessibility, and creates opportunities.		55 pts for this section	
1.a	Land Use Target	<u>5-10</u> : Site is adjacent to a highly compatible land use with long dwell time; <u>1-5</u> : Site is nearby land uses, but average dwell times are short; <u>1</u> : site is not near compatible land use.	10	Is the site compatible with surrounding land uses (i.e., near residential or locations with long dwell times - malls, movie theaters, recreational facilities)?
1.b	Pedestrian Safety	<u>5-10</u> : Site ensures pedestrian safety (lighting, sidewalks, etc.) at the site and to the surrounding land uses/target population; <u>1-5</u> : Limited or no safety measures.	10	Does the site ensure safe pedestrian access (e.g., lighting, sidewalks, crosswalks)? Full points for clear safety measures
1.c	Proximity to Residents	<u>5-10</u> : Site is adjacent to target population(s) and/or can serve multiple MFDs; <u>2-5</u> : Site is within walking distance of the target population; <u>1</u> : No proximity.	10	Is the site within walking distance of the targeted population (e.g., MFDs, areas without off-street parking)? Full points for proximity.
1.d	Project Location	<u>5-10</u> : Site is located within a half mile to a mile of the preferred corridors; <u>2-5</u> : Site is within one to five miles of the preferred corridors; <u>1</u> : Site is located beyond five miles	10	Is the site located within close proximity to corridors in Figure 1 of the RFP?

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1.e	Economic Opportunities	<u>5</u> : Supports businesses/jobs with evidence of impact; <u>1</u> : Limited or no impact.	5	Will the project support nearby businesses or job creation? Full points for documented potential or partnerships.
1.f	Additional Community Benefits	<u>5-10</u> : Provides additional community benefits (workforce, air quality); <u>1</u> : No additional benefits.	10	Are there additional benefits like workforce development, air quality improvement, or public space enhancements?
2.	Project Feasibility - Points allocated for how feasible and ready the project is for implementation.		25 pts for this section	
2.a	Site Readiness	<u>5-10</u> : Site and permits ready/near ready; <u>1-5</u> : Minimal readiness or unclear plans.	10	Are the site and permitting ready or near ready? Full points for documented readiness.
2.b	Timeline Feasibility	<u>5-10</u> : Realistic and achievable timeline; <u>1-5</u> : Unclear or unrealistic timeline.	10	Is the timeline realistic and achievable? Full points for clear, actionable timelines with minimal barriers.
2.c	Sustainability Plan	<u>3-5</u> : Detailed long-term operation/maintenance plan; <u>1</u> : No sustainability plan.	5	Is there a plan for long-term maintenance and operation? Full points for detailed sustainability plans.
3	Accessibility - Points allocated for ensuring accessibility to all users.		10 pts for this section	
3.a	ADA Compliance	<u>3-5</u> : Fully ADA-compliant site; <u>1</u> : Not compliant.	5	Is the site ADA-compliant? Full points for compliance with accessibility standards.
3.b	24/7 Access	<u>3-5</u> : Chargers accessible 24/7; <u>1</u> : Limited or no access.	5	Will the chargers be accessible 24/7? Full points for consistent availability.
4	Cost-Effectiveness - Points allocated for the financial efficiency of the project.		10 pts for this section	

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4.a	Reasonable Cost per Port	5-10: Reasonable costs compared to similar projects; 1-5: Unjustified high costs.	10	a. What total amount of grant is being requested per site? b. Are the estimated costs of all elements of the project reasonable, competitive, well-founded, and appropriate? c. Is the proposed budget consistent with the proposed Statement of Work? d. Are the budget/cost forms filled out completely and accurately? e. Is there adequate supporting data and documentation to validate budget veracity?
Total:			100	

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

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

4.5.1 References

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

4.5.2 Oral Presentations

Vendors who submit proposals found to be reasonably likely to be selected for award may be invited to make oral presentations to the Committee. The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

5. AWARD

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

DelDOT reserves the right to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of DelDOT, the best interest of the State will be promoted thereby.

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

5.1. TOTAL FUNDING AVAILABLE

This RFP opportunity is funded through the NEVI Program with a maximum available award of \$8 million. Eligible and non-eligible costs are described in more detail in Appendix A, Scope of Work. The maximum amount of the funding award to be paid by the State, on a reimbursement basis, will be the lesser of (a) the Community EV Charging Infrastructure Grant Funds Requested (see the Project Cost Proposal Form) in the bid or (b) 80 percent Federal cost share of the eligible costs with a match of 20 percent from non-Federal sources.

The 80 percent Federal cost-share is at the program-level for the State of Delaware, and therefore, the proposing vendors can suggest, with justification, an alternative percent match based on the proposed site. The proposing Vendor shall indicate if the organization is able and willing to meet or exceed the non-federal match as required by the NEVI Program, as well as indicate whether the organization is able and willing to provide either short or long-term financing, if required.

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

5.2. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor(s) shall either furnish DelDOT with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to the following number: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

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

5.3. MATERIAL VERIFICATION

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

5.4. CONTRACT IMPLEMENTATION

No order is to be shipped, or employee of the Vendor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly

processed through the State of Delaware Accounting Office. A Notice to Proceed (NTP) may also be required prior to beginning work if directed in this RFP.

5.5. ENVIRONMENTAL REVIEW

An environmental review in compliance with the National Environmental Policy Act (NEPA) will be conducted by DelDOT at DelDOT's expense. The anticipated duration for the NEPA review is 60 days.

The selected Vendor must secure access to the site before the environmental review, so DelDOT and its representatives have the right to enter the property to complete the NEPA environmental reviews.

If DelDOT determines NEPA review will take longer than 60 days and/or would result in an unwarranted cost to DelDOT, or the NEPA review determines the Project would adversely impact the environment, then DelDOT may reject the application.

5.6. SITE HOST AGREEMENT

The selected Vendor and property owner must execute a site host agreement (if the property owner and Vendor are different) that provides DelDOT with a real property interest or other contractual right to access the site for the term of the Vendor Agreement.

When the NEPA process is completed, and the site host agreement complies with DelDOT policies and requirements, DelDOT and the Vendor will execute the Vendor Agreement.

5.7. QUARTERLY PROGRESS REPORT

The awarded Vendor(s) shall be required to submit quarterly project progress reports for a period of no less than five (5) years after contract initiation. Generally, progress reports must describe the project implementation success, utilization of infrastructure, difficulties encountered during the reporting period, and successes encountered during the reporting period. A standard reporting form will be provided at the time of contract award that all Vendor recipients shall use, which is consistent with EV-ChART. **Use Attachment F.**

5.8. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

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

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

5.9. WARRANTY

The Vendor will provide a warranty that the deliverables provided pursuant to the contract (including both equipment and construction) will function as designed throughout the length of the contract. The warranty shall require that the Vendor corrects, at its own expense, the setup, configuration, customizations, or modifications so that it functions according to the State's requirements. A sample or draft of the warranty

shall be included with the proposal submittal, and the final warranty shall be provided at the time of contract award.

5.10. LIQUIDATED DAMAGES

The State of Delaware may include in the final contract liquidated damages provisions for non-performance, as provided for in the Service Level Agreement to be executed in connection with the award. Liquidated damages would be based on the Service Level Agreement minimum requirements, tier level incidents (as described in Appendix A), and include:

- Tier 1: 0.1% of the O&M Withholding for current year per day (24-hour period) after grace period
- Tier 2: 0.2% of the O&M Withholding for current year per day (24-hour period) after grace period
- Tier 3: 0.5% of the O&M Withholding for current year per day (24-hour period) after grace period
- Tier 4: 1% of the O&M Withholding for current year per day (24-hour period) after grace period

5.11. PERSONNEL, EQUIPMENT, AND SERVICES

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

All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

5.12. ASSIGNMENT

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

5.13. SUBCONTRACTS

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

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions, and requirements of the RFP and with all local, State and Federal Laws. The Vendor(s) shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and DelDOT.

5.14. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, DelDOT, and all Officers, Agents, and Servants thereof

against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees, whether by itself, by its employees, or by its subcontractor(s).

5.15. PERMITS AND LICENSES

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

5.16. AUDIT ACCESS TO RECORDS

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

5.17. NO PRESS RELEASES OR PUBLIC DISCLOSURE

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

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

5.18. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

5.19. CONTRACT DOCUMENTS

The executed Contract, DelDOT's Request for Proposal with Attachments and Appendices, the Purchase Order(s), and the Vendor's submitted Proposal shall be a part of and constitute the entire Agreement entered into by DelDOT and any Vendor. In the event there is any discrepancy between any of these contract documents, the former prevails over the latter.

6. TERMS AND CONDITIONS

6.1. VENDOR RESPONSIBILITY

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

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

6.2. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

6.3. ORDERING PROCEDURE

Successful Vendor(s) are required to have either a local telephone number within the (302) area code, a toll-free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, DelDOT and each State agency or other governmental entity shall be responsible for contacting the awarded Vendor directly for all required resources. All consumables delivered by the Vendor and received by DelDOT or a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax, or computer on-line systems.

6.4. BILLING

The Vendor is required to "Bill as Shipped" to DelDOT or the respective ordering agency(s). Ordering agencies shall provide contract number, ship to, and bill to address, contact name, and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annual opportunities to enhance the discounts achieved.

6.5. INVOICING

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

6.6. METHOD OF PAYMENT

- 6.6.1 For each P.O. issued as part of this contract, DelDOT will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

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Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- 6.6.2 No premium time for overtime will be paid without prior written DelDOT authorization. Any indirect overhead cost shall not be applied to the premium portion of the overtime.
- 6.6.3 DelDOT, agencies, or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.

While it is the State's intention to utilize the P-card payment method, the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

6.7. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by DelDOT to do otherwise.

Awarded Vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, DelDOT may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

6.8. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between DelDOT and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

6.9. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated, and the State will forthwith proceed to collect for nonperformance of work.

6.10. LAWS OF DELAWARE

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

7. GENERAL PROVISIONS

7.1. AUTHORITY OF AGENCY

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

7.2. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

7.3. INDEPENDENT CONTRACTORS

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

7.4. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES

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

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

7.5. EMERGENCY TERMINATION OF CONTRACT

- 7.5.1. Due to restrictions which may be established by the United States Government on material or work, a contract may be terminated by the cancellation of all or portions of the contract.
- 7.5.2. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of DelDOT, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

7.6. INDEMNIFICATION

7.6.1 General Indemnification

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

7.6.2 Proprietary Rights Indemnification

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

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

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

7.7. NON-PERFORMANCE

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

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

7.8. FORCE MAJEURE

Neither the Vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

7.9. VENDOR NON-ENTITLEMENT

DelDOT Vendors for Material and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to DelDOT. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

7.10. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- 7.10.1 **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, DelDOT or the contracting Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of DelDOT or the contracting Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- 7.10.2 **Termination for Convenience:** DelDOT or the contracting Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to DelDOT or the contracting Agency.
- 7.10.3 **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money

for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

7.11. TERMINATION OF CONTRACT

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

- 7.11.1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, DelDOT shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of DelDOT, 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 DelDOT, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless DelDOT provides a written acceptance of the vendor response. If DelDOT does accept the Vendor's method and/or action plan to correct the identified deficiencies, DelDOT will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of DelDOT's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion, DelDOT may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- 7.11.2. **Termination for Convenience:** DelDOT may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property, and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to DelDOT.

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

7.12. PUBLIC INSPECTION OF PROPOSALS

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

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

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

The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

7.13. TAX EXEMPTION

- 7.13.1 Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- 7.13.2 Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to DelDOT. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

7.14. AGENCY USE CONTRACT

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

7.15. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

7.16. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations, and rules of evidence of the

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State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

7.17. SEVERABILITY

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

7.18. PATENTED DEVICES, MATERIALS, AND PROCESSES

- 7.18.1 The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner and shall file a copy of this agreement with the Agency.
- 7.18.2 The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

7.19. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

7.20. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by DelDOT, 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.

7.21. TESTING AND INSPECTION

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

7.22. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, DelDOT shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

7.23. GRATUITIES

- 7.23.1 If it is found, after notice and hearing, by DelDOT that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of DelDOT with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, DelDOT may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- 7.23.2 In the event this contract is terminated pursuant to subparagraph “a”, DelDOT shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of DelDOT.

7.24. POTENTIAL CONTRACT OVERLAP

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

7.25. SUPPLEMENTAL SOLICITATION

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

7.26. REQUIRED REPORTING

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

A complete and accurate Usage Report (sample pg. 42) 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, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31), contain accurate descriptions of the products, goods, or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of

the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

7.27. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. §6909B, DelDOT 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 DelDOT are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. §711(g) for applicable established provisions.

7.28. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

7.28.1 The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment 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 contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

7.28.2 During the performance of this contract, the contractor agrees as follows:

7.28.2.1 The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual 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 contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

7.28.2.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”

The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

7.29. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

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

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products. Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

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

The State Environmental Procurement Policies may be found:

<https://regulations.delaware.gov/api/AdminCode/title19/4000/24198599-5712-4c6e-a526-50aadd68a55d>

7.30. VENDOR BACKGROUND CHECK REQUIREMENTS

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

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

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

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

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

Agency's contract.

7.31. 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](#)

7.32. PREVAILING WAGE

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

Davis-Bacon Act Wage Determination

As provided in 23 U.S.C. 109(s)(2), Projects to install a Charging Station are treated as if the Project is located on a Federal-aid highway. As a Project located on a Federal-aid highway, 23 U.S.C. 113 applies, and Davis-Bacon Act wage rates must be paid for all construction-related activities on any Project funded with Delaware NEVI Grant funds. Davis-Bacon Federal wage rates are included in 40 U.S.C. 31(IV).

These rates apply only to construction-related activities, and not the operations and maintenance phase of the Project.

The most recent Davis-Bacon Act wage determinations for Delaware using the "Highway" construction type are included as an attachment to this RFP. Wage determinations are separated into three counties. Contractors should ensure the correct county is used based on the physical location of the proposed Project. Rates shown are the most recent available as of Monday, May 26, 2026.

7.33. IRS 1075 Publication

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 who have 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 to access 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.

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- (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.
- (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

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

7.34. CLOUD AND EXTERNAL HOSTING

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

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

7.35. SECURITY

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

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

7.36. OWNERSHIP, SOURCE CODE ESCROW, AND LICENSING

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

In the event that custom software development is required and developed by Vendor specifically and solely for DelDOT (the "Custom Software"), DelDOT shall own the entire rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to the with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the custom software and copyrights arising there from, and in and to all rights corresponding to the custom software and versions thereof.

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

Vendor is to deliver source code in escrow for all Software programs under this Agreement with all support resource files needed to edit, compile, and link these programs on the DelDOT's network. The rights of DelDOT in this respect shall survive for a period of twenty (20) years.

The Escrow Agreement must be executed between the Vendor, DelDOT, and Escrow Company prior to issuance of the Notice to Proceed. Escrow account costs are borne by the Department.

Vendor is to deliver all documentation concerning protocol for Custom Software, source code, program listings, and description of software infrastructure, system architecture, database design, procedure manuals, hardware utilization, and instructions necessary to convert the source code into an operational

system such that upon the failure or demise of the Vendor or Vendor's partners, DelDOT has access to such information limited in use only by the scope of this contract.

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

7.37. WARRANTIES

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

7.38. BREACHES AND DISPUTE RESOLUTION

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

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

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

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

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

8. **DEFINITIONS**

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

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

STATE: The State of Delaware

AGENCY: Delaware Department of Transportation (DelDOT).

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

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time.

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

RFP: Request for Proposal.

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

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

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

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

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Informational Document.

Sample Report

STATE OF DELAWARE MONTHLY USAGE REPORT

FOR ILLUSTRATION PURPOSES ONLY

Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:			Report End Date:						
Contact Phone:			Today's Date:						

									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

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

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Informational Document.

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 or Name</u> *	<u>Vend or TaxID</u> *	Contra ct Name/ Numbe r*	Vend or Conta ct Name *	<u>Vend or Conta ct Phon e</u> *	Repo rt Start Date *	Repo rt End Date *	Amount Paid to Subcontrac tor*	Work Performed by Subcontra ctor UNSPSC	M/WB E Certifyi ng Agency	Veteran/Ser vice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descript ion of Work Perform ed	2nd tier Suppli er Tax Id	Dat e Paid

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

Completed reports shall be saved in an Excel format and submitted to the following email address: vendorusage@delaware.gov

Informational Document- 3.

PROPOSAL REPLY REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment B). 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.
2. Vendor shall provide responses to the RFP scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. The remaining vendor proposal package submitted in ELECTRONIC format shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criterion listed.
4. Each applicant must have or be able to secure necessary property rights, easements, right of way and access to the property for the stations. Documentation of site control (e.g., a letter of commitment, lease, or property title) must be included in the grant application.
5. Pricing as identified in the solicitation and shown in **Appendix B**
6. **Attachment A** – One (1) completed, signed, and notarized copy of the Non-Collusion Statement.
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.
7. **Attachment B** - One (1) completed, signed paper copy of Exceptions
Please check box if no information
8. **Attachment C** – One (1) completed, signed paper copy of the Subcontractor Information Form.
One form for each Subcontractor; if no Subcontractors submit a form, and mark it N/A.
9. **Attachment D** – One (1) completed Business References Form.
Please provide references other than State of Delaware contacts.
10. **Attachment E** - One (1) completed, signed paper copy of the Bid Bond paperwork.
Include Surety Power of Attorney. Bond not required if submitting other acceptable security.
12. **Appendix C** (Technical Proposal Requirements) - Proposal materials are to be organized and submitted as three (3) separate files in searchable PDF format as follows: Administrative Proposal, Technical Proposal, Financial Proposal

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13. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
14. Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
15. Complete all appropriate attachments and forms as identified within the RFP.
16. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section 1.9 (Mandatory Insurance Requirements).
17. The Vendor must provide documentation from the electric utility company that will serve each proposed DC fast charging station. The document must indicate whether adequate amperage is available and/or include a cost estimate of associated electrical upgrades if necessary.
18. The location of the proposed charging stations must be clearly outlined in the submitted application.

Please provide:

- a. A map showing the location of the proposed charging stations in relation to nearby community uses.
 - b. A detailed site map depicting the location of the charging stations with respect to parking, site egress and ingress, buildings, etc.
 - c. GPS coordinates of the proposed station(s) location
19. All Vendors must include an Operations and Maintenance Plan with their application.
 20. The Vendor must demonstrate that the proposed project budget is reasonable, applicable, and eligible for funding.
 21. The Vendor must set forth a reasonable and achievable timeline for project completion.
 22. All projects must be located in the state of Delaware.

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

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PUBLIC BID OPENINGS

The public bid opening ensures that the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. DelDOT is required by law to publicly open the bids at the time and place specified, and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of DelDOT until such time that the responsiveness of each bid has been determined. After receipt of a fully executed contract(s), the results will be posted online in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME MAY BE READ AT THE BID OPENING

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Attachment: A

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____ (Check one)

☐	Corporation
☐	Partnership
☐	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____ PHONE

NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment: B

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms, or conditions found in this RFP.

[illegible]

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment: C

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

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BUSINESS REFERENCES

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

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

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

Reference One

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Two

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Three

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment: E

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

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

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

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

SEALED AND DELIVERED IN THE
Presence of

Corporate Seal

Attest:

Name of Bidder (Organization)

BY

Authorized Signature

Title

Corporate Seal

Witness:

Name of Surety

Authorized Signature

Title

QUARTERLY PROGRESS REPORT & DATA CAPTURE REQUIREMENTS

Quarterly Progress Report:

- During Engineering and Installation:
 - Please provide a detailed project progress report, including any departures from the proposed timeline and budget.
- During Operations:
 - Please describe below the project's implementation success, any challenges that you encountered during the reporting period, and the utilization of infrastructure including the # of vehicles that used the stations and documentation that the stations are meeting the uptime requirements of 97.00% or more.
 - If milestones and timelines were not met, why not? Did you encounter any challenges during the reporting period which may interfere with meeting the project objectives? How do you propose to remedy any challenges?

Data Capture Requirements:

Every EV charger is required to have network communications that provide at least the following information:

- Date and time of individual charging sessions
- Total energy (kWh) for each session
- Maximum power (kW) demand for each session
- Total dollar amount charged to the user for each session
- Charger station status and health in real-time
- Error status (malfunction or operating error)
- Current price per kWh in real-time

Reporting Requirements:

Vendor must collect and report the following data at the frequency listed. And must be compatible with Electric Vehicle Charging Analytics and Reporting Tool (EV-ChART), a web-based data portal and analytics platform. Reporting standards for data submissions to EV-ChART are outlined at <https://driveelectric.gov/files/ev-chart-data-guidance.pdf>, and the format for the data is provided at [EV-ChART | Data Input Template](#). The required data are organized into nine modules, which are represented as different tabs in the EV-ChART Data Input Template.