

Town of Dewey Beach
Police Department
105 Rodney Avenue
Dewey Beach, Delaware 19971

Request for Proposals

Install and Maintain CCTV Cameras in Dewey Beach , Delaware

Due Date: May 3,2013

Any questions concerning this solicitation should be directed immediately to the project manager named below.

Lieutenant William Hocker
Dewey Beach Police Depart
105 Rodney Avenue
Dewey Beach, Delaware 19971
Phone: (302) 227-1110
Fax: (302) 227-6580
Email: john.hocker@cj.state.de.us

Table of Contents

TOPIC	PAGE
Solicitation	3
Statement of Work.....	4
Detailed Specifications.....	12
Submission Instructions	15

Solicitation

Sealed bids or proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Dewey Beach Police Department

For furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

Dewey Beach Police Department

c/o Lieutenant John Hocker, 105 Rodney Avenue, Dewey Beach, Delaware 19971

and will be publicly opened by the Dewey Beach Police Department on the date and at the times indicated below.

Late submissions will not be accepted.

DUE DATE & TIME Friday, May 3, 2013 at 10:00 A.M. local time.

PUBLIC OPENING DATE & TIME Friday, May 3, 2013 at 11:00 A.M. local time.

Sam Mackert,
Chief of Police

Lieutenant John Hocker,
Project Supervisor

Install & Maintain CCTV Cameras in the town limits of Dewey Beach - Due 5/3/13

Statement of Work (NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SW1. SCOPE OF WORK. The Dewey Beach Police Department is seeking to acquire a turnkey (e.g., design, build and maintain) CCTV monitoring system for designated areas of the Town of Dewey Beach.

SW2. TERM OF AGREEMENT

A. The term of this contract will begin on the date of the Dewey Beach Police Department award of this contract and remain in effect for a period of one (1) year, for parts and equipment warranty.

B. Design and Installation of this contract shall be completed within 90 days after award of the contract by the Dewey Beach Police Department.

C. Operation and maintenance shall start immediately after completion and acceptance of the system by the Town of Dewey Beach and remain in effect for as long as this contract is in force.

SW3. PRICING

A. Each Proposer shall submit a detailed price sheet for their proposed system.

B. Each Proposer shall include unit and/or total bid prices.

C. All unit prices shall remain firm and fixed for the full term of the contract, including any renewals.

D. Delivery costs, if any, shall be included in all bid pricing.

E. All of the quantities and/or dollar estimates stated on the submitted price sheet(s) are quantities only for the sole purpose of equal competitive bidding, evaluation and award, and are in no way, either expressly or implied, to be considered as guaranteed amounts, unless otherwise clearly specified to the contrary.

F. The Town will pay, and the Contractor shall accept, the unit prices stipulated in the specifications and proposal sheets as full compensation for furnishing and delivering the product(s)/service(s). These unit prices shall cover the cost of all tools, labor, transportation, material as well as all royalties for patents, patented articles, materials, appliances, processes, compositions, combinations, means, and things used in connection with this solicitation/contract.

G. A purchase order will be issued by the Town, against which, the Town will place orders from time to time as requirements develop.

H. All bid/proposal submissions, including bid prices/rates, shall remain fixed and good for a period of not less than 90 days following the bid/proposal opening.

SW4. PRE-BID CONFERENCE/SITE VISIT

A. A Pre-bid conference has not been scheduled at this time. Proposers are encouraged to contact the project manager and schedule a time to visit the site prior to the due date.

SW5. QUESTIONS

A. Any Proposer having questions regarding this solicitation must submit them in writing, either via regular mail, or e-mail to the Buyer (the preferred method) indicated on the front cover of this solicitation.

B. Each Proposer submitting questions shall clearly address each question by reference to a specific section, page and item of this solicitation

C. Any questions submitted within five (5) days of the Proposal Opening Date may not be answered.

SW6. QUANTITIES

A.. Unless stated otherwise, the Town is obligated during the period stipulated to purchase its normal requirements of the services specified from the Contractor, and the Contractor is obligated to supply the quantities which the Town of Dewey Beach requires for its operation. The dollar values and/or quantities stated herein are given as a general guide for bidding purposes only and are not guaranteed amounts, though they represent the best estimate of the Town.

B. The Town is obligated to reimburse the Contractor for only those services, materials, supplies, and parts actually authorized and accepted in accordance with the terms of this contract

C. The Town reserves the right, at the discretion of the Town Purchasing Agent, to solicit new competitive bids for any major individual requirement for any item covered by this contract. The Town reserves the right to make a subsequent award in dollar amounts determined by the Town at its sole discretion to the second low bidder meeting specifications if prices quoted are consistent, for unusual emergency situations. However, the Town is under no obligation to make subsequent awards.

SW7. PERFORMANCE GUARANTEE

A. None required.

B. This supersedes paragraph GC23

SW8. INSURANCE REQUIREMENTS

A. The following coverage(s) shall be provided:

- (1) Commercial General Liability at \$ 1,000,000 per Occurrence;
- (2) Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000).
- (3) Worker's Compensation, Minimum Statutory Requirement.
- (4) Also refer to the Certificate of Insurance Coverage page in Section 'B'.

B. The Contractor agrees by entering into this agreement to a Waiver of Subrogation in favor of the Town for each required policy herein.

C. This amends, but does not replace, paragraph GCl 6.

SW9. PAYMENT TERMS

A. All bid/proposal submissions shall remain good for a period of not less than 90 days following bid/proposal opening.

SW10. CONTRACTOR RESPONSIBILITIES

A. The prime contractor (bidder) shall be solely responsible and accountable for compliance with these specifications, including the contract documents and the terms and conditions of this contract in the performance of any and all work under this contract, whether performed by the prime contractor (bidder) or any subcontractor.

B. **SITE INSPECTION.** Prospective bidders are required to visit the work site and become familiar with all condition and surroundings, which will be affected by the work. No

allowance will be made subsequently in this contract for any error or negligence on the Contractor's part.

C. **PERMITS.** The Contractor shall obtain and pay all fees for any and all permit(s) required by the authorities having jurisdiction. Copy(s) of any and all permit(s) to be furnished to the Project Supervisor. No payment for this contract will be made until proof is furnished of compliance.

D. DRAWINGS

(1) The Contractor shall record drawings concerning work that was done, including but not limited to all fiber work including conduit drawings, all connections and all demarcation points. Documents shall be provided to the Town upon completion of work and before final payment will be processed.

(2) The Contractor shall realize that field conditions may require some modifications of the work involved.

(3) Work under this contract shall be carried out to meet field conditions to the satisfaction of the Town of Dewey Beach, and the terms, conditions and covenants of the contract documents at no additional cost to the Town.

E. **SAFETY EQUIPMENT.** Contractor shall furnish and maintain in good condition all necessary safety equipment as required for this type of work in accord with latest OSHA and EPA rules and regulations plus those in effect by the using agency governing the work to be done.

F. MISCELLANEOUS DAMAGE AND RUBBISH

(1) The Successful Contractor shall neither remove any fixture nor property, real or personal, from work sites, nor temporarily nor permanently affix any equipment to the premises not specifically required by this RFP and any resulting agreement without the express written consent of the Town.

(2) In the event that any real or personal property of Town is damaged by any act or omission of the Successful Contractor, or any of its employees, agents, subcontractors or servants, the Successful Contractor shall, at the sole option of the Town, either immediately repair or replace such damage to the complete satisfaction of the Town, or, upon the Town's presentation of an invoice, reimburse the Town for the actual reasonable cost of repairing such

damaged property.

(3) The Successful Contractor shall keep the Town's premises reasonably clean of accumulations of rubbish or scrap resulting from the work covered by this RFP and any resulting agreement.

(4) Upon completion of maintenance services, the Successful Contractor shall leave the Town's premises reasonably free from rubbish or scrap material resulting from the Successful Contractor's performance.

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

H. **OFFEROR'S UNDERSTANDING OF THE SCOPE OF WORK AND DUE DILIGENCE.** By submitting a bid in response to this solicitation, the Offeror represents that they have read and understands this Request for Proposal (RFP), including any Addenda, and has familiarized themselves with all Federal, State, and Local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Offeror from any obligations with respect to its bid response or to any resulting contract.

I. SUBMITTAL OF EXTRA SERVICES CERTIFICATE FORM

(1) Prior written authorization must be obtained from the Dewey Beach Police Department before pursuing any additional service, which will be reflected by changes in the contract specifications or price.

(2) Contractor shall obtain permission from the Agency Supervisor before performing any additional services. Contractor shall submit with every request for payment the extra service certification form. When no condition exist requiring extra work, the contractor shall so state. When contractor is aware of any condition which would give rise to any additional claim in reference to this contract, the certification must be submitted with the first request for payment after the condition requiring additional services becomes apparent.

(3) Failure to submit the additional service certification in a timely manner places the contractor at risk of not being paid for additional service.

J. **GENERAL LEGAL COMPLIANCE.** It shall be the vendor's sole responsibility to ensure that he/she is in total compliance with all applicable federal, state, and Town laws, rules, ordinances, statutes, etc., which touch or impact on this contract. The Town shall bear no responsibility for monitoring the vendor's compliance with said legal requirements. If failure on the part of the vendor to maintain legal compliance results in the vendor not being able to perform, the Town may find said vendor in default.

K. The consumption of alcohol is not permitted on the worksite at any time.

SW11. TOWN RESPONSIBILITIES

A. PROJECT SUPERVISION

(1) This contract will be under the direction of the Dewey Beach Police Department

(2) Which is responsible for securing the Contractor's compliance with the operational requirements of this contract. The technical performance of this responsibility is under the direction of the Dewey Beach Police Department or their duly authorized representatives. If conditions are not acceptable, the Contractor will be called on to review and correct all problems with the work he performed. Failure to appear and correct unsatisfactory or incomplete work will result in the Contractor being back charged the cost of making corrections by the using agency under other contracts or otherwise, and the cost will be deducted from the invoices due him.

(3) All work under this contract will be executed under control of the Dewey Beach Police Department.

B. TOWN REPRESENTATIVE. For the duration of the work under this contract, the Town shall be represented by its duly authorized representative, herein called the "Project Supervisor". The Contractor shall be responsible to the Project Supervisor on all matters related to the work. The Project Supervisor will be responsible for securing contract compliance with the operational requirements of the contract, including, but not limited to, the following:

- (1) Field supervision of all work performed under this contract.
- (2) Coordination and project scheduling.
- (3) Maintenance of the Town operations.
- (4) Issuance of work orders.
- (5) Field inspection.
- (6) Work acceptance for all work performed under this contract.
- (7) Recommendation for payment for all work completed (invoice approvals).
- (8) All matters pertaining to the quality of the work and system performance.

SW12. BIDDER QUALIFICATIONS

A. General Requirements

(1) Vendor and service technicians must have a minimum of three (3) years experience in similar size and type delineated within this RFP.

(2) The contractor will be required to have in his possession the necessary certifications to perform type of work delineated within this RFP.

(3) The contractor must be an established company and furnish a list of companies/customers/establishments that are currently receiving similar services.

(4) All labor, tools, equipment and supplies necessary to accomplish the requirements and specifications of this contract must be furnished and provided by the vendor.

(5) Contractor shall obtain, where and whenever applicable, the required approvals, clearances and/or permits in conjunction with any installation or maintenance task that would require same. In the specific cases of digging or trenching, appropriate protocols, such as notification of Miss Utility and marking of underground utilities, must be followed.

B. Contractor Qualifications and Requirements

(1) Contractor shall submit with the proposal a list of prior and/or present CCTV systems of similar size and service type as described in this RFP, including customer address, contact person and phone number.

(2) Contractor shall submit with the proposal an organizational chart showing the scope of his organization and evidence of technical support and supervision.

(3) Contractor shall submit with the proposal a list of names and qualifications of each qualified personnel/technician who would perform work under this contract, including references that are easily verifiable.

(4) Contractor shall submit with the proposal at least three (3) customer references including project description, contact, phone number, and email addresses.

(5) Contractor must provide documentation in the form of a lease-agreement and/or registration certificates for vehicles (bucket trucks or similar) intended to be used for maintenance of cameras. Proof of a minimum of two maintenance vehicles is required.

(6) Contractor shall submit with the proposal a written statement that they will have a response time of no more than twenty-four (24) hours to restore an inoperative system during

after- hours and no more than 4 hours during normal business hours (9:00 am to 5:00 pm Monday through Friday).

(7) Contractor shall submit with the proposal, Financial Reports for the last three years.

(8) The Town reserves the right to inspect vendor's facilities to determine adequacies to perform required services.

SW1 3. METHOD OF AWARD

A. In the first step. Vendor technical submissions will be evaluated. The Evaluation Committee will perform evaluation and review all information supplied by the Vendors to determine their qualifications. Upon receipt of the Proposals Documents the Town will evaluate all proposals submitted. The criteria to be considered in evaluating will include the following.

(1) Experience in preparing design, building, and maintaining & integrating CCTV monitoring systems

(2) Quality of Equipment

(3) Past Experience

(4) Manpower availability and quick response to Town's requests

(5) Redundancy

(6) System Integration

(7) Implementation Plan

(8) Overall Compliance

(9) Tracking Plans

(10) Schedule

(11) System Expansion Capability

(12) Experience and Qualifications

Install & Maintain CCTV Cameras in the town limits of Dewey Beach - Due 5/3/13

(13) System Architecture and Features

SW14. BASIS OF AWARD

A. The Town reserves the right not to award this contract to any Vendor that the Town determines is not qualified or desirable due to information discovered as a result of the proposal and evaluation or by some other source or method, other than through evaluation of criteria set forth herein, or if the Town determines that a conflict of interest exists.

B. The Town reserves the right to reject all proposals and cancel this contract requirement, or to revise the detailed specifications and re-solicit this contract requirement if the Town determines that, for any reason, rejection, cancellation, or re-soliciting is in the best technical or economic interest of the Town.

C. NOTICE OF AWARD.

(1) Promptly after award by the Dewey Beach Police Department, the successful Vendor will receive an Award Notification from the Dewey Beach Police Department calling for all paperwork required from the Vendor. The Vendor must submit all required paperwork to the Town within ten (10) days after receipt of the Award Notification.

(2) Upon the proper completion of all requested contract paperwork a Purchase Order will be issued. No work shall begin nor shall the vendor rely upon an award until a Purchase Order is received.

SW15. SUBCONTRACTING

A. At least 51% of the goods or services specified in this solicitation must be provided by the awardee (i.e., the prime contractor), not by subcontractors.

SW16. REQUIRED SUBMITTALS

A. The following shall be submitted with your proposal.

- (1) Bid Guarantee
- (2) Technical Proposal
- (3) Cost Proposal
- (4) Bid/Proposal Information and Affidavit Signature Page
- (5) Bidder Qualification Data requested in this RFP. (section SWH)
- (6) Certificate of Insurance Coverage.
- (7) Signed copies of all Addenda received in connection with this bid, if any.
- (8) Point by Point Proposal Response.
- (9) Detailed Pricing as Outlined in Pricing Sheet in the Attachments Section of this

RFP.

SW16. LIQUIDATED DAMAGES. The Town Purchasing Agent reserves the right to charge the Contractor \$500.00 per calendar day for every day materials, equipment, and/or services are not delivered in accordance with the delivery schedule. The per day charge may be invoked at the discretion of the Town Purchasing Agent, said sum to be taken as liquidated damages and not as a penalty.

SW17. DISCRIMINATION AGAINST SUBCONTRACTORS. As part of its bid or proposal, Bidder shall provide to the Town a list of all instances within the past 5 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Delaware that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

Detailed Specifications (NOTE: Where this section

differs from the General Conditions, this section shall prevail.)

DS1. SCOPE. The Dewey Beach Police Department is seeking to acquire a turnkey (e.g., design, build, install and maintain) CCTV monitoring system for designated areas of the Town of Dewey Beach. Prospective bidders must include in their proposal a comprehensive plan that will fully state their method for meeting all of the technical specifications.

DS2. TECHNICAL SPECIFICATIONS

A. CAMERAS

- (1) Cameras shall have pan, tilt, and zoom (PTZ) capability.
- (2) Cameras should image in color but should have the capability for black and white imaging as well.
- (3) Cameras must have low light capability.
- (4) Cameras must be compatible with the DVTEL 6.2 software platform and subsequent software upgrades or equivalent.
- (5) Cameras must be capable of both IvJPEG-4 and H.264 compression.
- (6) Cameras must be capable of D1, 4CIF, 2 GIF, and GIF resolutions.
- (7) Cameras must be capable of operating at 30 frames per second for both live and recorded viewing.
- (8) Cameras must be capable of 25-35 X optical zoom and 12X digital zoom.
- (9) Cameras must be resistant to the environment, including but not limited to heat, cold, rain, snow, and vandalism. Camera shall be provided as complete units including any fans or heaters which may be needed for operation in a varying environment. The CCTV video cameras shall be equipped with all necessary equipment to make the video cameras operational at all times in various environmental conditions common to the Dewey Beach area.
- (10) It is desirable that the cameras and their housings be bullet resistant.
- (11) Cameras must be capable of a programmed "tour" as well as manual remote control monitoring.
- (12) Cameras may be mounted to existing light poles or traffic poles, other Town owned structures, or poles and arms provided and installed by the vendor.
- (13) The vendor shall be responsible for all power and data transmissions to and from the cameras.
- (14) The vendor shall be responsible for obtaining and payment of any and all permits required.
- (15) When requested by the Town, each camera shall have a public sign on the camera's supporting structure announcing the camera's presence and purpose with wording approved by the Town. Signage will be provided by the Town for the Contractor to install.
- (16) At the request of the Town, each camera or camera mount shall have a Police-type blue flashing or strobe light that will be controlled by an on/off switch or toggle at the mounting location. The light must be visible in daylight from a distance of two Town blocks.

B. IMAGES AND COMMUNICATIONS

- (1) Images captured by the cameras shall be collected on a Server or an Archiving computer system for storage, recall, and/or distribution to authorized users.

(2) Images captured by the cameras and control signals transmitted to cameras from the monitoring center may be transmitted by fiber, wire, cable, or wirelessly, or any combination of those methods. The most effective use of these resources will be considered during the evaluations.

(3) Images for all cameras will be monitored at the Dewey Beach Police Headquarters 1st Floor Dispatch Center and any location that has access to the appropriate network. Vendor must demonstrate that the new CCTV system will be capable of accessing live monitoring and archived footage at these locations.

(4) Camera monitoring personnel at the primary monitoring location(s) should be able to view all camera images at one time on one or more screens, and must be able to select an individual camera to view on a separate screen.

(5) Camera monitoring personnel should be able to designate and distribute any combination of camera images on the display equipment.

(6) Monitoring personnel must be able to control the camera's PTZ action by joystick, mouse, and keyboard.

(7) Video must be delivered to the camera operator at a minimum of 30 frames per second and up to 4 GIF.

(8) Images for all cameras should be retained by the Server or Archiving computer system for at least 30 days.

(9) Each daily camera operator tour should be recorded separately and retained in the system for at least 30 days. (This should be removed the camera's tour is stored in the camera itself that's with every camera it cannot be retained in the system once you swap a camera the tour goes with the old hardware.)

(10) Each camera should be addressable by an individual IP address.

(11) Each camera should be remotely viewable and controllable in real time on the Town network by an authorized user.

(12) Users should be able to view the live or stored video at the monitoring location.

(13) Administrators should be able to copy the live or stored video images in whole or in selected part to other media such as tape or CD-ROM or CD-DVD.

(14) Cameras and/or the system should have a masking capability that will exclude designated views from the camera operator and from being recorded, with an emergency supervisor override capability.

(16) In addition to recording of each camera's view, there shall be a separate recording for operator controlled cameras (operator's monitor).

DS3. OTHER

A. It is expected that the CCTV system as a whole will have an availability of 99.9%, and that the vendor will provide comprehensive system maintenance with a response time of no more than four (4) hours during business hours and 24 hours during non-business hours. Vendor must have capacity for emergency response during non-business hours.

B. The vendor should have demonstrated experience installing and maintaining CCTV cameras in an urban street environment with monitoring and camera control specifically in a police facility.

C. The vendor should be capable of maintaining or managing the maintenance of a CCTV system as described.

D. It is desirable that the vendor has a demonstrated CCTV presence and support

capability in the areas the Town desires to implement CCTV coverage.

E. For each monitoring site the vendor shall supply manuals to the system administrators for operating the cameras and performing common tasks such as, but not limited to, copying segments of stored views onto other media such as CD-ROM or digital tape.

F. Vendor must provide a detailed description of the technology it plans to utilize to transmit video from the CCTV cameras to the monitoring locations (wireless, fiber, combination of wireless and fiber, etc.). If antennas or other equipment are proposed detailed specifications must be provided.

G. The expansion limit of the core infrastructure of proposed system must be stated.

DS4.PR0P0SED CAMERA LOCATIONS

A. Camera mounted to lighthouse on Dickinson Avenue connected via wireless back to Police Department. (This camera will be included in the main bid).

B. Camera mounted to new pole installed in Lions Club Parking Lot (off of McKinley Avenue) connected via wireless back to Police Department. (This camera can be an added line item).

Submission Instructions (NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SM1. SUBMISSION INSTRUCTIONS. This is a Two-Step Bid/Proposal process, which may include some limited negotiation. You will find two proposal envelope/package labels ("A" and "B") following this section. All submissions shall be submitted in two parts and must include the following.

A. GENERAL

(1) PART A - TECHNICAL SUBMISSION. To be submitted using envelope/package label "A". The Technical Submission shall contain no pricing information whatsoever, and thus shall exclude the price sheet(s), the technical package, and any other document with a reference to or which reveals the Offeror's price.

(2) PART B - PRICE SUBMISSION. To be submitted using envelope/package label "B". Shall include the Price Sheet(s), Price Package (if required), and any other document that references or reveals the Offeror's price.

(3) Both envelopes/packages shall be submitted together on the due date. The Dewey Beach Police Department will open the Technical Submission (envelope/package "A"), while the Price Submission (envelope/package "B") will remain sealed until after the technical evaluation is complete.

(4) Do not alter any solicitation document or instruction.

(5) Incomplete proposals may be rejected.

B. TECHNICAL SUBMISSION

(1) ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.)

(a) Prepare and submit, using envelope/package label "A", one complete Technical Submission using SH" x 11" white bond paper (unless specific forms are provided). Use the bid/proposal documents included in your solicitation package beginning on page B-1 and all pages and forms that follow. Do not include any reference to price.

(b) Be sure the original is clearly marked as "Original". Be sure the original is signed in blue ink (or some color other than black).

(c) The original must be submitted in a three-ring binder or as a stapled or otherwise similarly bound document.

(2) THREE DUPLICATES (SUBMIT ALL PAGES IN SECTION B.)

(a) Prepare and submit, also in envelope/package "A", the indicated number of exact and complete duplicate copies of your Technical Submission.

(b) Each Duplicate Technical Submission must be submitted in an individual 8H" x 11" three-ring binder or as stapled or otherwise similarly bound documents. Be sure all duplicate copies are clearly marked as "Duplicate." Duplicates must be submitted together with the Original Technical Submission document.

(3) ONE PUBLIC ACCESS COPY

(a) The vendor shall supply one copy that exclude proprietary or confidential information.

(b) This copy shall be clearly marked "Public Access Copy".

(c) This copy shall be identical to the original submission except that the proprietary or confidential information shall be blanked or blacked out, and the reason for the removal stated.

(d) See also "IDENTIFYING PROPRIETARY/CONFIDENTIAL INFORMATION" below.

C. PRICE SUBMISSION

(1) ONE ORIGINAL

(a) Prepare, and submit using envelope/package label "B", one original Price Sheet using 8H" x 11" white bond paper (unless specific forms are provided). Use the bid/proposal documents included in your solicitation package beginning on page B-1 and all pages and forms that follow.

(b) The original must be submitted in a three-ring binder or as a stapled or otherwise similarly bound document.

(2) TWO DUPLICATES

(a) Prepare and submit, also in envelope/package "B", the indicated number of exact and complete duplicate copies of your Price Sheet.

(b) Each Duplicate must be submitted in an individual 8H" x 11" three-ring binder or as stapled or other-wise similarly bound documents. Be sure all duplicates are clearly marked as "Duplicate." Duplicates must be submitted, together with the original Price Sheet Package.

(c) The Town will not photocopy your submissions for the purpose of helping you comply with this provision. Failure to provide the required number of complete duplicate copies may result in rejection of your Proposal at the Town's sole discretion.

(3) ADDENDA. Attach signed copies of all Addenda received in connection with this bid.

D. PUBLIC ACCESS TO BIDS/PROPOSALS. By signing and submitting a bid /proposal in response to this solicitation, the offeror acknowledges that all documents, information and data submitted in its bid/proposal shall be treated as public information, unless other-wise identified as instructed below. The Town of Dewey Beach shall, therefore, have the undisputed right to release any/all of the offeror's documents, information and data to any party requesting same without further permission from the offeror. The Town of Dewey Beach and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

E. IDENTIFYING PROPRIETARY/CONFIDENTIAL INFORMATION.

(1) If your proposal does contain proprietary or confidential information and you do not wish to have it disclosed, you MUST clearly state in large red letters, including on:

(a) The outside of your proposal box, package or envelope;

(b) The outside front cover of your proposal document including all copies; and

(c) On each applicable page of your original and each duplicate copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.

(2) Be sure to clearly flag and identify the specific proprietary or confidential information contained on each page. Do not be overly broad in your claims. Do not claim your entire document as generally being proprietary or confidential, and do not declare entire sections being proprietary or confidential unless every item in those sections can be defended as being proprie-

tary or confidential. The Town still shall not be responsible for inadvertent disclosure. Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.

F. GENERAL SUBMISSION COMMENTS

(1) Preparation and submission of a bid/proposal in response to this Solicitation plus any subsequent addenda signifies the Offeror's acknowledge understanding and acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued. Fancy covers and binders are not necessary; however, the above submittal instructions must be followed. The "original" bid/proposal shall be typed or printed in ink using the set of documents included in your Solicitation package. "Duplicate" copies must be photocopied by the Offeror. The "original" bid/proposal documents should be signed in blue ink. All "Original" and "Duplicate" Bid/Proposal responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars. Be sure to fully complete and submit all of the bid/proposal documents beginning on page B-1 and all documents that follow thereafter.

(2) Do not insert or include any exception, modification, alteration or deviation not approved in writing by the Town Purchasing Agent per instructions elsewhere in this solicitation.

Any approved exception, deviation, modification or alteration shall be prominently displayed and flagged for quick, easy, and obvious identification and shall include a list of same at the front of each copy of the proposal. Otherwise the town shall assume that you are responsive and in full compliance with all terms, conditions, specifications and requirements contained in this solicitation, and if awarded the contract, you shall be held to the terms, conditions, specifications and requirements as stated herein the same as if you had not taken an exception, deviation, modification or alteration

(3) Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your bid/proposal at the sole discretion of the Town of Dewey Beach. Notify the Buyer immediately if solicitation document pages are or appear to be missing, or if any part of your solicitation package does not appear correct. The Town is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services

(4) Do not assume that the evaluator(s):

- (a) Has special knowledge about your firm, or
- (b) Has general knowledge about your product/service.

(5) Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of your proposal, and will not attempt to rearrange, interpret, make assumptions about, or otherwise second-guess what you might have meant to say in your responses given in your bid/proposal

(6) If your complete response to any specific question or other specific request for information is not found where it is expected to be found, per the Solicitation's format instructions, it will be considered as missing and therefore non-responsive

(7) Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making your proposal non-responsive and may result in rejection, at the Town's sole discretion, and/or may result in a significantly reduced evaluation score

(8) While the Evaluation Team may deduct points whenever it determines that a spe-

cific response to a question or request for information does not warrant the maximum possible points for any reason, the Team may also deduct points, at its discretion, for failure to follow and adhere to formatting and other instructions. All costs to the Town shall be included in, and made a part of, the unit bid/proposal prices submitted by the Offeror at the time of bid/proposal submission, without exception, unless otherwise specified in this document. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation. All data provided by the Town of Dewey Beach (Town) shall remain the property of the Town, and all data provided by the Proposer/Contractor, either at the time of bid/proposal submission and/or during the performance of this contract, shall become the property of the Town, as regards this solicitation and any resulting contract.

(9) In the event of a dispute between the Original bid/proposal document and any duplicate document, or any electronic media, the Original shall prevail.