

REQUEST FOR PROPOSALS

**SUPPLY AND INSTALL DRIVE-IN PALLET RACK
WAREHOUSE E / BOXES E-1 AND E-2**

DSPC CONTRACT NO. 13-7711

**DIAMOND STATE PORT CORPORATION
PORT OF WILMINGTON
WILMINGTON, DELAWARE**

July 17, 2017

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REQUEST FOR PROPOSALS

Public notice is hereby given that the Diamond State Port Corporation will be accepting proposals from qualified, experienced vendors to supply and install Drive-In Pallet Rack at selected locations within Warehouse E at the Port of Wilmington in Wilmington, Delaware. The project requires approximately 1,005 pallet positions five (5) deep by three (3) high drive-in pallet rack and approximately 1,040 pallet positions five (5) deep by two (2) high drive-in pallet rack

The Request for Proposals package is available on the Port of Wilmington website (portofwilmington.com) under the Bids & Proposals tab.

A non-mandatory Pre-Proposal Meeting will be held in the Administration Building at the Port of Wilmington on Wednesday, July 26, 2018 at 1:00 P.M.

Interested respondents shall submit their Proposals in triplicate, sealed in an envelope, labeled as follows:

Randall M. Horne, P.E.
Director, Engineering & Maintenance
Diamond State Port Corporation
Port of Wilmington
One Hausel Road
Wilmington, Delaware 19801

DSPC Contract No. 13-7711
Supply and Install Drive-In Pallet Rack
Warehouse E / Boxes E-1 and E-2
Due Date: August 11, 2016
Due Time: 3:00 PM EST

Proposals will be accepted until 3:00 P.M. on Friday, August 11, 2017. The Diamond State Port Corporation may extend the due date and time for Proposal submissions. Any change in the scheduled Proposal Due Date will be posted on the Port of Wilmington website (portofwilmington.com) under the Bids & Proposals tab at least two (2) days prior to the scheduled due date and time. Proposals will be opened publicly at 3:00 P.M. on Friday, August 11, 2017 in the Administration Building at the Port of Wilmington located at 1 Hausel Road, Wilmington, DE 19801

For clearance to enter the Port for the purpose of attending the Pre-Proposal Meeting or Proposal Opening, contact Sharon Walker, Administrative Assistant, Engineering & Maintenance at (302) 472-7826.

INFORMATION FOR VENDORS

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals is to obtain competitive sealed proposals from Vendors/Contractors to provide the final design; materials, products and equipment; fabrication; and installation of drive-in pallet rack in portions of Warehouse E at the Port of Wilmington located in Wilmington, Delaware as further described in this Request for Proposals (RFP).

The goal of this Request for Proposals is to identify a successful Vendor/Contractor and enter into a contract for performance of the project.

B. USE OF COMPETITIVE SEALED PROPOSALS

It has been determined by the Executive Director of the Diamond State Port Corporation (DSPC), pursuant to Delaware Code Title 29, Chapter 6924 (a), that this Solicitation shall be offered as a Request for Competitive Sealed Proposals because the use of Competitive Sealed Bids is not practical and/or not in the best interests of DSPC. The use of competitive sealed proposals is necessary to:

- Use a form of contract other than a fixed-price type contract; and/or
- Conduct oral or written discussions with Vendors concerning technical, quality, price and contractual aspects of their Proposals; and/or
- Compare the different technical, quality, price and contractual factors of the Proposals submitted; and/or
- Afford Vendors an opportunity to revise their Proposals through "Best and Final Offers"; and/or
- Award a contract for which price is not the sole determining factor.

C. CONTRACT REQUIREMENTS

1. Contract Award

If it is to be awarded, this Contract will be awarded to the Vendor whose Proposal, in the sole determination of DSPC, is most advantageous to DSPC.

2. Multiple Source Award

If it is to be awarded, it is DSPC's intent that this Contract will be awarded to a single Vendor.

3. Contract Period

Contract resulting from this solicitation will be valid for performance of the specified project only.

Contract will not be an open-ended type contract and will not be used for the procurement of additional materials, products, equipment and services unrelated to this solicitation.

II. SCOPE OF WORK

A. OVERVIEW

The purpose of this Request for Proposals is to obtain competitive sealed proposals from Vendors/Contractors to provide the final design; materials, products and equipment; fabrication; and installation of drive-in pallet rack in portions of Warehouse E at the Port of Wilmington located in Wilmington, Delaware as further described in this Request for Proposals (RFP).

Contract will require Vendor to cooperate with DSPC to ensure DSPC receives the most current materials, products, equipment and state-of-the-art services consistent with DSPC's needs.

B. BACKGROUND

The Diamond State Port Corporation owns and operates approximately 800,000 square feet of dock-side refrigerated warehouse space at the Port of Wilmington located in Wilmington, Delaware. Each year during the months of December through April, the Port of Wilmington receives and stores a significant volume of palletized Chilean fruit.

In anticipation of an increased volume of refrigerated cargo and the requirement that this cargo be stored without stacking pallets, DSPC has determined that it needs to increase the storage capacity within its existing warehouse space by the installation of high density pallet rack.

C. STATEMENT OF NEEDS

DSPC requires a Vendor/Contractor to provide the final design; materials, products and equipment; fabrication; and installation of drive-in pallet racks in portions of Warehouse E at the Port of Wilmington located in Wilmington, Delaware as further described in this Request for Proposals (RFP).

More specifically, the Work includes, but is not necessarily limited to the following:

- Box E-1

Furnish and install:

- Two (2) blocks of eleven (11) rows of five (5) deep by three (3) high, drive-in pallet rack

- Two (2) blocks of five (5) rows of five (5) deep by three (3) high, drive-in pallet rack
 - Two (2) blocks of eleven (11) rows of five (5) deep by two (2) high, drive-in pallet rack
 - Two (2) block of eleven (5) rows of five (5) deep by two (2) high, drive-in pallet rack
- ` Box E-2

Furnish and install:

- One (1) block of twenty (20) rows of five (5) deep by three (3) high, drive-in pallet rack
- One (1) block of fifteen (15) rows of five (5) deep by three (3) high, drive-in pallet rack
- Two (2) blocks of twenty one (21) rows of five (5) deep by two (2) high, drive-in pallet rack
- Two (2) blocks of fifteen (15) rows of five (5) deep by two (2) high, drive-in pallet rack

D. DETAILED REQUIREMENTS

The detailed technical requirements of this RFP are included in the Specifications and Drawings portion of this Request for Proposals.

Vendors must provide pricing for each and every item listed on the Proposal Response Form.

III. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. Right to Cancel Solicitation

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

2. Right to Reject Proposals

DSPC reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to DSPC.

This RFP does not constitute an offer by DSPC. Vendor's participation in this process may result in DSPC selecting Vendor to engage in further discussions and/or negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DSPC to either execute a contract or to continue negotiations. DSPC may terminate negotiations at any time and for any reason or for no reason.

3. Right to Discuss and Negotiate

Vendors submitting Proposals may be afforded an opportunity for discussion subsequent to tendering their Proposals.

Negotiations may be conducted with responsible Vendors who submit Proposals found to be reasonably likely to be selected for award.

Vendors may be requested to provide a "Best and Final Offer" during the negotiation process.

The contents of any Proposal will not be disclosed so as to be available to competing Vendors during the negotiation process.

4. Formal Contract

No employee of the Vendor shall begin any work prior to execution of a Contract between Vendor and DSPC.

5. Delivery of Proposals

Vendor's Proposal shall be delivered in a sealed envelope and shall be labeled on the outside of the envelope as indicated in the Instructions to Vendors.

Proposals forwarded by U.S. Mail shall be sent first class to the address stated in the Instructions to Vendors.

Proposals forwarded by delivery service other than the U.S. Mail or hand delivered shall be delivered to the address stated in the Instructions to Vendors.

All Proposals will be accepted at or before the time and at the place stated in the Instructions to Vendors. Vendor bears the risk of delays in delivery and Proposals received after the stated due date and time will be returned unopened.

6. Public Opening of Proposals

Proposals will be publicly opened at the time and place specified in the Instructions to Vendors. Vendors or their authorized representatives are invited to be present.

Only the names of the Vendors submitting proposals will be announced at the public opening. The content of all Proposals will remain confidential until a Contract has been executed or the Solicitation cancelled.

7. Disqualification of Vendors

Any one or more of the following may be considered as sufficient cause for the disqualification of a Vendor and the rejection of Vendor's Proposal:

- Submission of more than one proposal for the same contract from an individual, firm, or corporation under the same or different names;
- Evidence of collusion among Vendors;
- An unsatisfactory performance record as evidenced by past experience with DSPC or the State of Delaware;
- Any suspension or debarment of the parent company, a subsidiary or an individual involved with the Vendor by any federal, state or local governments within the last ten (10) years;
- Proposal of Unit Prices that are obviously unbalanced either in excess or below reasonable cost analysis values;
- Any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind that may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning;
- Non-attendance at any mandatory pre-proposal meetings.

8. Authority of DSPC

On all questions concerning the interpretation of Specifications and Drawings; the acceptability of the quantity and quality of materials, products and equipment 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 DSPC shall be final and binding.

9. Or Equivalent (Products by Name)

Specifications of materials and products by name are intended to be descriptive of quality, workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of materials and products for those named will be considered provided the Vendor certifies that the function, characteristics, performance and endurance qualities of the materials and product offered are equal or superior to those specified.

B. Responsiveness and Responsibility of Vendor

If it is to be awarded, DSPC will award this Contract to the most responsible and responsive Vendor whose Proposal is most advantageous to DSPC.

1. Responsibility of Vendor. -- It will be determined whether a Vendor is responsible before awarding a Contract. Factors to be considered in determining if a vendor is responsible include:

- The Vendor's financial, physical, personnel or other resources, including Sub-Vendors;
- The Vendor's record of performance and integrity;
- Any record regarding any suspension or debarment;
- Whether the Vendor is qualified legally to contract with DSPC;
- Whether the Vendor supplied all necessary information concerning its responsibility; and
- Whether the Vendor's Proposal is determined to be non-responsive under Subparagraph 2 of this subsection

2. Rejection of Individual Proposals -- A proposal may be rejected as non-responsive for one (1) or more of the following reasons:

- Vendor has failed to fully complete the Proposal Response Form or failed to submit other required information;
- Vendor has made 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;
- Vendor has proposed Unit Prices that are obviously unbalanced either in excess or below reasonable cost analysis values; and
- It is otherwise not advantageous to DSPC.

If a Vendor's Proposal is determined to be non-responsive, Vendor will be notified of such determination in writing.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee (“Committee”) will be comprised of representatives of DSPC.

The Committee reserves the right to:

- Select for contract or for negotiations a Proposal other than that with lowest proposed costs;
- Reject any and all Proposals or portions of Proposals received in response to this RFP or to make no award or to issue a new RFP;
- Waive or modify any information, irregularity, or inconsistency in Proposals received;
- Request modification to Proposals from any or all Vendors during the Proposal review and Contract negotiation process;
- Negotiate any aspect of a Vendor’s Proposal with the Vendor and negotiate with more than one Vendor at the same time; and/or
- Select more than one (1) Vendor pursuant to 29 Del. C. §6926.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials, products, equipment and services required by this RPF. The Proposal Response Form should contain at a minimum the following information:

- Vendors Proposal shall comply, in all respects, with the requirements stated in the Instructions to Vendors.

E. CRITERIA AND SCORING

EVALUATION CRITERIA			
ITEM		POSSIBLE POINTS	AWARDED POINTS
1	Cost Proposal	40	-
2	Compliance with Technical Specifications	30	-
3	Thoroughness of Proposal	10	-
4	Delivery Schedule	20	-
TOTAL SCORE		100	-

Proposal Evaluation Committee members will assign up to the maximum number of points listed

for each of the criteria listed above. For items having quantitative answers, points will be awarded in proportion to each Proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. BEST AND FINAL OFFERS

Once the Proposals have been evaluated and negotiations have been held with the Vendor(s) determined to be likely to receive an award, the Proposal Evaluation Committee may issue a request for "Best and Final Offers" from the Vendor(s).

END INFORMATION FOR VENDORS

INSTRUCTIONS TO VENDORS

I. GENERAL

A. KEY DATES / MILESTONES

The following dates and milestones apply to this Request for Proposals (RFP) and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the proposal and award process.

Activity	Due Date
RFP Availability to Vendors	July 17, 2016
Non-Mandatory Pre-Proposal Conference	July 26, 2017
Written Questions Due	July 31, 2017
Written Answers Issued	August 7, 2017
Proposals Due	3:00 PM, August 11, 2017
Public Proposal Opening	3:00 PM, August 11, 2017
Proposal Evaluation/Presentations	As required
Vendor Discussions and "Best & Final Offers"	As required
Target Vendor Selection	August 25, 2017

B. INQUIRIES & QUESTIONS

1. With regard to the interpretation of this Request for Proposals, all questions must be submitted in a written form, submitted by email and directed to:

Randall Horne, P.E., Director, Engineering & Maintenance
rhorne@port.state.de.us

All questions must be submitted in writing to DSPC's Authorized Representative by 5:00 PM EST on July 31, 2017. All properly submitted questions will be answered in writing by 5:00 PM EST on August 7, 2017.

DSPC will acknowledge receipt of Vendor question(s) within one (1) business day of receipt. If Vendor does not receive acknowledgement of receipt of Vendor's question within one (1) business day of submission, it is Vendor's responsibility to follow-up with DSPC.

2. All questions must make specific reference to the section(s) and page numbers in this Request for Proposals, where applicable.

3. Any interpretation or clarification of this Request for Proposals deemed necessary by the DSPC's Authorized Representative will be made only by written Addendum duly issued and any such Addendum will be posted on the Port of Wilmington website (portofwilmington.com) under the Bids & Proposals tab. Only questions answered in the form of a written Addendum shall be binding. DSPC will not be responsible for any other explanation or interpretations of the Request for Proposals documents.

II. FORMAT FOR PROPOSAL:

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a Proposal submitted in response to this Request for Proposals. Each Vendor must provide a response to every item requested, in the order shown in the RFP and in the format prescribed for each item. A proposal may be rejected if it is incomplete or conditional.

B. CONTENTS OF PROPOSAL

1. Cover Letter

Proposal shall include 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 equipment, materials and services specified in the Request for Proposals. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with DSPC.

2. Table of Contents

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

3. Description of Services and Qualifications

Proposal must contain a detailed description of how the Vendor will provide the materials, products, equipment and services specified in the Request for Proposals. 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.

4. Proposal Response

- a. Proposal Response Form

- 1) This Request for Proposals contains a Proposal Response Form, for use by the Vendor in submitting its Proposal. The forms contain basic information such as description of the item and the estimated quantities and blank spaces for use by the Vendor for entering information such as unit prices, lump sum prices, and total price offered, as applicable.

The Vendor's Proposal shall be written in ink or typewritten on the forms provided.

Vendor's Proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

- 2) Addenda To The RFP:

Vendor must acknowledge all Addenda considered in the preparation of its Proposal in the appropriate location on the Proposal Response Form.

- 3) Sub-Vendors:

Sub-vending is permitted under this Request for Proposals and Contract. However, every proposed Sub-Vendor must be identified in the appropriate location on the Proposal Form.

- 4) Document Execution

Proposal Form shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with DSPC.

- b. Attachments to Proposal Response Form:

- 1) Attachment 1: Supplemental Information Required

Attachment 1 lists supplemental information that is required to be provided by Vendor. The required information shall be presented on separate sheets and shall be presented and identified in accordance with the order and numbering provided in the attachment.

- 2) Attachment 2: Alternative Offerings

Vendor's Proposal as reflected by Vendor's entries on the Proposal Response Form shall represent Vendor's proposal to provide all of the Work in strict accordance with the requirements of the RFP.

In addition, Vendor may propose additions and/or deletions to the specified Work that Vendor believes may be of interest and benefit to DSPC. Such proposed additions and/or deletions shall be presented in Attachment 2, Alternative Offerings, and shall

include a detailed description of the proposed addition/deletion and the cost differential of the proposed addition/deletion.

3) Attachment 3: Statement of Exceptions

Vendors may elect to take minor exception to the terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3 of the Proposal Response Form. Exceptions listed elsewhere in a Vendor's proposal will not be considered. DSPC will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the Proposal or before the date and time of the Proposal Opening. If the Vendor is taking no exceptions, Attachment 3 of the Proposal Form should be completed by indicating "none" on the form.

4) Attachment 4: Statement of Confidential and Proprietary Information

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

DSPC is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all of DSPC'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 DSPC 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 shall not include any information in its proposal that is proprietary in nature or that it 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 it cannot submit its proposal without including proprietary information, it must adhere to the following procedure or its Proposal may be deemed unresponsive and will not be recommended for selection. Vendor must submit such information in a separate, sealed envelope labeled in the same manor as the envelop containing the Proposal and additionally labeled "Proprietary Information." The envelope must contain Attachment 4 of the Proposal Form 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, DSPC will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 4 of the Proposal Form should be completed by checking the appropriate box found at the top of the attachment.

5) Attachment 5: Non-Collusion Statement

Vendor must complete and submit with its proposal the Non-Collusion Statement included as Attachment 6 of the Proposal Form. Document shall be executed in the same manner as the Proposal Response Form.

6) Attachment 6: Requirements for Submittal of the Equal Opportunity Statement

Vendor must complete and submit with its proposal the Equal Opportunity Statement included as Attachment 6 of the Proposal Form. . Document shall be executed in the same manner as the Proposal Response Form.

5. Business References

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with its reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

6. Proposal Security Requirement

Vendor is required to submit, with its Proposal, a Proposal Security in accordance with the requirements of the Special Conditions.

C. CONCISE PROPOSALS

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of this Request for Proposals.

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

D. INCURRED EXPENSES:

DSPC will not be responsible for any expenses incurred by the Vendor in preparing and submitting a Proposal.

E. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a Proposal, each Vendor shall be deemed to have acknowledged that it has carefully read all sections of this Request for Proposals, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

F. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of its Proposal, and for examining this Request for Proposals and all Addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this Request for Proposals, Vendor shall notify DSPC's Authorized Representative, in writing, of such findings in accordance with the schedule for submitting written question given in these Instructions to Vendors. This will allow issuance of any necessary Addenda. It will also help prevent the opening of a defective Proposal and exposure of Vendor's Proposal upon which award could not be made. All unresolved issues should be addressed in the Proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

G. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this Request for Proposals. DSPC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted in triplicate (i.e., one (1) original and two (2) copies).

All properly sealed and marked proposals are to be delivered to DSPC and received no later than 3:00 PM Eastern Standard Time on August 12, 2016. The proposing Vendor bears the risk of delays in delivery.

Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand. Any proposal submitted by US Mail shall be sent by either certified or registered mail. All Proposals shall be delivered to:

Randall M. Horne, P.E.
Director, Engineering & Maintenance
Diamond State Port Corporation
1 Hausel Road
Wilmington, DE 19801

The contents of any proposal will not be disclosed as to be made available to competing entities during the negotiation process.

H. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To document compliance with the deadline, the proposal will be dated and time stamped upon receipt.

To guard against premature opening, sealed proposals shall be submitted, plainly marked with the following:

DSPC CONTRACT 13-7711
Supply and Install Drive-In Pallet Rack
Warehouse E / Boxes E-1 AND E-2,
Due Date: August 11, 2017
Due Time: 3:00 PM EST

VENDOR NAME: _____
(Insert Vendor Name)

I. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a Proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal on or before the date and time for proposal submissions. Changes, amendments or modifications to proposals will not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

J. WITHDRAWAL OF PROPOSALS:

Any Vendor may withdraw its Proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

K. PROPOSAL EXPIRATION DATE

Prices quoted in the Proposal shall remain fixed and binding on the Vendor for sixty (60) calendar days after the scheduled time and date for submission of Proposals. DSPC reserves the right to ask for an extension of time if needed.

L. NON-CONFORMING PROPOSALS

Non-conforming proposals may be rejected as non-responsive. Non-conforming proposals are defined as those that do not meet the requirements of this Request for Proposals. The determination of whether a Request for Proposals requirement is substantive or a mere formality shall reside solely with DSPC.

M. References

The Proposal Evaluation 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, DSPC may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel. If the Vendor is involved in such site visits, the DSPC will pay travel costs only for DSPC personnel for these visits.

N. Oral Presentations

Selected Vendors may be invited to make oral presentations to the Proposal Selection 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.

All of the Vendor's costs associated with participation in oral discussions and system demonstrations conducted for DSPC are the Vendor's responsibility.

O. MISCELLANEOUS

1. Discounts

Vendor is invited to offer value added discounts (e.g., speed to pay discounts for specific payment terms) in its Proposal. Cash or separate discounts should be computed and incorporated into the prices offered.

END INSTRUCTIONS TO VENDORS

PROPOSAL FORM

DIAMOND STATE PORT CORPORATION
PORT OF WILMINGTON

DSPC CONTRACT 13-7711
SUPPLY AND INSTALL DRIVE-IN PALLET RACK
WAREHOUSE E / BOXES E-1 AND E-2

Submitted To: Randall M. Horne, P.E.
Director
Engineering & Maintenance
Diamond State Port Corporation
Port of Wilmington
1 Hausel Road
Wilmington, Delaware 19801

Submitted By: _____
(Name of Proposer)

(Address of Proposer)

(Telephone Number of Proposer)

Dear Sir:

We, _____ (Name of Vendor) have received the Proposal Documents for the subject project, including the Request for Proposals, Information for Vendors, Instructions to Vendors, General Conditions, Special Conditions, Drawings and Technical Specifications dated July 19, 2016. We have also received the Addenda acknowledged below and have included their provisions in our Proposal. We have examined the Proposal Documents and the premises and submit the following Proposal to perform all required work:

COST PROPOSAL

Base Cost Proposal

Lump Sum Base Bid Items:

Item No. 1

Furnish Rack in Box E-1

(2) Blocks of (11) Rows of (5) Deep X (3) High

(2) Blocks of (5) Rows of (5) Deep X (3) High

_____ *(Use words)*

\$ _____ *(Use numerals)*

Item No. 2

Install Rack in Boxes E-3 and E-4

(1) Block of (20) Rows of (5) Deep X (3) High

(1) Block of (15) Rows of (5) Deep X (3) High

_____ *(Use words)*

\$ _____ *(Use numerals)*

Total Base Cost Proposal

_____ *(Use words)*

\$ _____ *(Use numerals)*

Add Alternate Cost Proposal

Lump Sum Bid Items:

Item No. 1

Furnish Rack in Box E-1

(2) Blocks of (11) Rows of (5) Deep X (2) High

(2) Blocks of (5) Rows of (5) Deep X (2) High

_____ *(Use words)*

\$ _____ *(Use numerals)*

Item No. 2

Install Rack in Boxes E-3 and E-4

(2) Blocks of (21) Rows of (5) Deep X (3) High

(2) Blocks of (15) Rows of (5) Deep X (2) High

_____ *(Use words)*

\$ _____ *(Use numerals)*

Total Add Alternate Cost Proposal

_____ *(Use words)*

\$ _____ *(Use numerals)*

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum Number	Date of Addendum
_____	_____
_____	_____

GENERAL STATEMENT

The undersigned has checked all of the above figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive all technicalities and informalities in connection therewith. It is agreed that this Proposal may not be withdrawn for a period of 60 days from time of opening.

The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed to all the Proposal's conditions and provisions thereof.

It is agreed that no persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Proposal or the Contract that may be entered into as a result of this Proposal and that in all respects the Proposal is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied and/or will comply with all requirements of local, state and national, laws, and that no legal requirements have been or will be violated in making or accepting this Proposal, in awarding the Contract to him and/or in the prosecution of the work required.

DELIVERY TIMES

Should (I)/(We) be awarded the Contract, (I)/(We) will complete all the work required as indicated in the Contract Documents and will **deliver and commission** the specified equipment as follows :

- Base Bid only (i.e., Boxes E-1 and E-2) within _____ calendar days after receipt of an executed Contract.
- Base Bid plus Add Alternate Bid (i.e., Boxes E-1, E-2) within _____ calendar days after receipt of an executed Contract.

CANCELLATION OF CONTRACT

With the acceptance of this Contract, it is to be understood and agreed that should this project be stopped for any valid reason by the Owner, the cost of all work completed to date and any materials which cannot be returned for credit or have been ordered and cannot be cancelled will be paid in full. Vendor shall be entitled to a fee applied to the cost of the work and materials completed at the time of the notice of cancellation as determined by the Owner. All materials purchased from Sub-Vendors shall become the property of the Owner and shall be delivered to the Owner's facility.

We have attached the required Proposal Security, Consent of Surety, Non-Collusion Statement, Equal Opportunity Statement, and Sub- Vendor Listing to this Proposal.

Respectfully submitted,

Signature when Vendor is a partnership:

(Date)

(Firm Name)

(Signature of Partner)

(Signature of Partner)

(Signature of Partner)

Signature when Vendor is a Corporation:

(Date)

(Firm Name)

By: _____

(Corporate Seal) Title: _____

(Telephone No.) _____

(Delaware Business License #) _____

(Employer I.D.#) _____

(Signature) _____

(Name Typed) _____

(Title) _____

(SEAL IF VENDOR IS A CORPORATION)

Attachments:

- Attachment 1 Supplemental Information
- Attachment 2 Alternative Offerings
- Attachment 3 Statement of Exceptions
- Attachment 4 Statement of Confidential and Proprietary Information
- Attachment 5 Non-Collusion Statement
- Attachment 6 Equal Opportunity Statement

PROPOSAL FORM

ATTACHEMENT 1 SUPPLEMENTAL INFORMATION REQUIRED

Vendor shall provide the following information and responses to the following questions as part of its Proposal.

Vendor may provide this information on separate sheets appended to the Proposal. Responses shall be presented and identified in accordance with the numbering provided below.

1. Firm History

- Name of firm
- Length of time in business.
- Location of principal offices, manufacturing facilities, parts warehouses and other support facilities.

2. Equipment

A Vendor may submit more than one Proposal. Each Proposal shall provide at least the following information:

- Complete description of the equipment to be provided. Items not conforming to the Specification should be specifically identified.
- Spare Parts Provided
 - List of parts provided with the equipment, which are included in the above price.
 - List of recommended spare parts that are not included with the equipment.

3. Manuals

Describe the manuals that will be provided upon the delivery of the specified equipment. As a minimum, Vendor should be prepared to provide three manuals covering, operation of the product, maintenance of the product and a parts manual including manufacturer's description, reference numbers and off-the-shelf parts cross references.

4. References

Provide a minimum of three (3) business references consisting of current or previous customers located in North America to which Vendor has provided similar equipment. Include names, addresses, telephone numbers and a contact person for each reference.

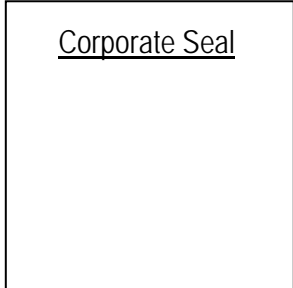
PROPOSAL FORM

**ATTACHMENT 5
NON-COLLUSION STATEMENT**

Gentlemen:

This is to certify that the undersigned Vendor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise engaged in any illegal activities in the process of securing this Contract (DSPC Contract No. 13-7708) with the Diamond State Port Corporation...

BY: _____
(Signature of Vendor)



Attest: _____
Secretary

SWORN to and SUBSCRIBED before me this _____ day of _____, 2009.

My Commission Expires: _____

Notary Public

PROPOSAL FORM

ATTACHMENT 6
REQUIREMENTS FOR SUBMITTAL OF THE
EQUALITY OPPORTUNITY STATEMENT

"During the performance of this contract, the Vendor agrees as follows"

"The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or natural origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex 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 Vendor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

The Vendor 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, creed, color, sex or national origin."

(Vendor's Name)

(Vendor's Address)

(Authorized Representative)

(Signature)

(Date)

CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, 2017, by and between the Diamond State Port Corporation (the "Owner") and _____ (hereinafter designated as the "Contractor").

WHEREAS, the Owner desires to retain the services of Contractor for the purpose of performing certain services, hereinafter described; and

WHEREAS, the Contractor desires to perform such services on the terms and conditions and for the consideration set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Article 1. The Contractor will perform, furnish and deliver all of the Work required by, and in accordance with, the Request for Proposals by the Owner, published on July 17, 2017 and July 24, 2017; the Drawings and Specifications of DSPC Contract 13-7711; the General Conditions and the Special Conditions; all of which, together with the Instructions to Bidders, Proposal Form and other documents relevant thereto, the parties acknowledge as part of, and incorporate into, this Contract.

Article 2. The Contractor represents that the Contractor's Proposal, submitted in response to the Request for Proposals, Instructions to Bidders and the related documents, fully satisfies the requirements of the Owner as reflected in those documents and, on the basis of that representation, the Owner accepts the Contractor's Proposal and agrees to pay the Contractor for its work, when completed in accordance with all of the Contract Documents, the total amount of _____, payments to be made in the manner and upon the conditions set forth in this Contract as contained in the General Conditions for the Procurement of Equipment, as modified.

Article 3. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware. The Contractor hereby irrevocably consents to the jurisdiction of the courts of the State of Delaware and of any federal courts located within the State of Delaware for all purposes in connection with any action or proceeding brought pursuant to, or which otherwise arises out of or relates to, this Contract. This provision is not intended to in any way limit the provisions of Section 6.1 of the Special Conditions, incorporated into and made part of, the General Conditions for the Procurement of Equipment.

IN WITNESS WHEREOF, the Owner and the Contractor have duly executed and delivered this Agreement as of the day and year above written.

WITNESS OR ATTEST:

DIAMOND STATE PORT CORPORATION

By:

Eugene R. Bailey
Executive Director

WITNESS OR ATTEST:

(CONTRACTOR)

By:

Name:

Title:

GENERAL CONDITIONS

I. INTRODUCTION

A. GENERAL

1. Applicability

These Definitions and General Provisions apply to all Contracts and are part of each Invitation to Bid and Request for Proposals.

2. Procurement Laws and Regulations

Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting a Bid or Proposal.

3. Supremacy of Documents

Should the General Conditions conflict with the Special Conditions, the Special Conditions shall prevail.

4. Bonding Requirement

The requirement to furnish a Bid Bond and Performance Bond is applicable unless specifically waived.

B. DEFINITIONS

Except where specifically indicated otherwise, wherever and whenever the following terms are used, their intent and meaning shall be interpreted as follows:

Owner: Diamond State Port Corporation.

Bid: The offer of a Vendor submitted in response to an Invitation to Bid, on the approved Bid Forms and setting forth the Vendor's prices to perform the Work described in the Specifications and on the Drawings.

Bond: The approved form of security furnished by the Vendor 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 between the Vendor and the Owner covering the performance of the Work.

Authorized Representative: The agent authorized to act on behalf of the Owner.

General Conditions: General Conditions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Owner, and information and instructions to vendors.

Proposal: The offer of the Vendor submitted in response to a Request for Proposals on the approved forms and setting forth the Vendor's offer for performing the Work described in the Specifications and on the Drawings.

Solicitation: The "Invitation to Bid" or "Request for Proposals" is a packet of material sent to Vendors and consists of Information for Vendors, Instruction to Vendors, Bid Form or Proposal Form, Contract, General Conditions, Special Conditions, Specifications and Drawings.

Special Conditions: Special Conditions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Conditions.

State: The State of Delaware

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 acceptable performance of the work for which it has contracted and for payments of all debts pertaining thereto.

Vendor: Any individual, firm, or corporation formally submitting a Bid or Proposal for the material, equipment or work contemplated, acting directly or through a duly authorized representative.

Vendor's Deposit: The security designated in the Bid or Proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Owner if the work to be performed or the material or equipment to be furnished is awarded to it.

II. GENERAL PROVISIONS

A. Estimated Quantities

1. The attention of Vendors is called to the fact that, unless stated otherwise, the quantities given in the Solicitation are to be considered to be approximate only and are given as a basis for the comparison of Bids or Proposals. The Owner may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the Contract.
2. An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the unit price.

B. 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 compliance with Specifications will be the responsibility of the Vendor.

C. Examination of Documents and Conditions:

The Vendor shall examine carefully all of the documents in the Invitation to Bid or Request for Proposals for the Work contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered and the quality and quantities of the materials to be furnished. The submission of a Bid or Proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

D. Prices Quoted

The prices bid or proposed are those for which the Work will be performed and shall include all charges that may be imposed during the period of the Contract.

E. Public Inspection of Proposals:

1. Owner is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.
2. All documents submitted as part of the Vendor's Bid or Proposal will be deemed confidential during the evaluation process. Vendor Proposals will not be available for review by anyone other than Owner's Proposal Evaluation Team or its Authorized Representative. There will be no disclosure of any Vendor's information to a competing Vendor prior to award of the Contract.
3. Vendor(s) are advised that once a Proposal is received by Owner 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.
4. A Vendor shall not include any information in its proposal that is proprietary in nature or that it 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 it cannot submit its proposal without including proprietary information, it must adhere to the following procedure or its proposal may be deemed unresponsive and will not be recommended for selection.

- a. Vendor(s) must submit such information in a separate, sealed envelope labeled as indicated in the Instructions to Vendors.
- b. 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.
- c. Upon receipt of a proposal accompanied by such a separate, sealed envelope, Owner will open the envelope to determine whether the procedure described above has been followed.

F. 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 Owner, Owner's agents and employees against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

G. 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.

H. Patented Devices, Material and Processes

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 Owner.
2. The Vendor and the surety shall hold and save harmless the Owner, Owners agents and employees 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.

I. Emergency Termination of Contract:

1. Due to restrictions which may be established by the United States Government on labor, materials or equipment, a Contract may be terminated by the cancellation of all or portions of the Contract.
2. In the event the Vendor is unable to provide the labor, materials or equipment required to complete the Work included in the Contract because of restrictions established by the United States Government and if, in the opinion of the Owner, 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.

J. Tax Exemption

1. Material covered by this Contract is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
2. Any equipment required for the Work or any material which is to be incorporated in the Work contemplated in the proposal may be consigned to the Owner. 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 or Proposal for the Work.

K. 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 Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, 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 Vendor agrees to post in conspicuous places, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
3. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, repair and/or maintenance work 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.

L. Most Favored Customer

The Vendor shall not offer to others prices lower than those provided in the Contract, or if lower prices are offered, they must also apply to the subject Contract.

M. Shipping Terms

FOB Destination, freight prepaid.

N. Performance Bond Requirement

Vendors awarded contracts are required to furnish a Performance Bond in form and substance satisfactory to the Owner for the benefit of the Owner 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 in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State. If Owner provided Bond Form is not utilized, the substituted Bond Form must reflect the minimum conditions specified in the Owner provided Bond Form.

O. Mandatory Insurance Requirements:

1. The Vendor shall purchase adequate insurance for the performance of the Contract and, by submission of a Proposal, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the Owner or any officer and/or employee of the Owner, for and from all claims of liability which is or may be the result of the Vendor's actions during the performance of the Contract.

2. As a part of the Contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the Owner. Notwithstanding the requirements of Subparagraph 1 above, all Vendors, at minimum, shall carry Comprehensive General Liability and all other coverages listed below.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and
 - b. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

- c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
4. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the Owner. The certificate holder is as follows:

Diamond State Port Corporation
1Hausel Road
Wilmington, DE 19801

P. State of Delaware Business License:

1. Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to:

Division of Revenue
Carvel State Building,
P.O. Box 8750,
820 N. French Street
Wilmington, DE 19899

or by telephone to one of the following numbers:

(302) 577-8200 -- Public Service,
(302) 577-8205 -- Licensing Department.

2. 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.

Q. Indemnification

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, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

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.

3. 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:
 - a. Procure the right for the State of Delaware to continue using the Product(s);
 - b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
 - c. Modify the Product(s) to make it or them non-infringing, provided that the modifications do 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 Port agrees to and accepts in writing.

R. 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 Owner may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. 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.

S. Billing

The Vendor is required to "Bill as Shipped" to the Owner. The Owner 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.

T. Method Of Payment

1. The Owner 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 payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.
2. Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written acceptance of the Work by the Owner.
3. No premium time for overtime will be paid without prior written authorization by the Owner. Indirect overhead cost shall not be applied to the premium portion of the overtime.

U. Schedule for Performance of Work

All Work required by this Contract shall be completed with reasonable promptness. As used in this Section, the Owner shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the Contract may be terminated and the Owner will forthwith proceed to collect for nonperformance of work.

V. Vendor Responsibility

The Owner 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 the Invitation to Bid or Request for Proposals whether or not the Vendor or a Sub-Vendor provided it. Sub-Vendors, if any, shall be clearly identified in the Vendor's Bid or Proposal.

W. Personnel

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the Work required under this contract.
 - a. 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 Sub-Vendors, engaged in the Work shall be fully qualified and shall be authorized under State and local law to perform such services.
2. None of the equipment and/or services covered by this Contract shall be provided by Sub-Vendors without the prior written approval of the Owner.

X. Minimum Wage Rates

Vendors should be aware that work performed under this Contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

Y. Termination of Contract

Contract resulting from this Invitation to Bid or Request for Proposals may be terminated as follows by the Owner:

1. Termination for Cause - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the Owner 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 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the Owner, 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 are usable by the Owner.
2. Termination for Convenience – the Owner 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 Owner, 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 are usable by the State.
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 Owner 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.

Z. Changes

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

shall be incorporated in written amendments to the Contract.

AA. 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.

BB. Publication, Reproduction and Use of Material:

No material produced in whole or part under this Contract shall be subject to copyright in the United States or in any other country. The Owner 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 Owner 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 Owner's support shall be given in the publication.

CC. 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 execution of the Contract by both Vendor and the Owner.

DD. Assignment of Antitrust Claims:

As consideration for the award and execution of this Contract by the Owner, the Vendor hereby grants, conveys, sells, assigns, and transfers to the Owner 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, relating to the particular goods or services purchased or acquired for the Owner pursuant to this Contract.

EE. Testing and Inspection

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

FF. Covenant Against Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the Owner

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.

GG. Gratuities

1. If it is found, after notice and hearing, by the Owner that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the Owner with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this Contract, the Owner 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 Owner makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this Contract; and
2. In the event this Contract is terminated pursuant to subparagraph "a", the Owner shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the Owner.

HH. Affirmation

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

II. 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 Owner, 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 agent of the Owner in the performance of his/her duties under the Contract. Upon notice given to the Vendor, representatives of the Owner 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 Owner for disallowances shall be drawn from the Vendor's own

resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

JJ. Remedies

Except as otherwise provided in this Contract, all claims, counterclaims, disputes, and other matters in question between the Owner and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

KK. Amendments

This Contract may be amended, in writing, by mutual agreement of the Vendor and the Owner.

LL. Subcontracts

1. Subcontracting is permitted under this Invitation to Bid or Request for Proposals and Contract. However, every Sub-Vendor shall be identified in the Proposal and agreed to in writing by the Owner or as are specifically authorized in writing by the Owner during the performance of the Contract. Any substitutions in or additions to such Sub-Vendors will be subject to the prior written approval of the Owner.
2. The Vendor(s) shall be responsible for compliance by the Sub-Vendor with all terms, conditions and requirements of the Invitation to Bid or Request for Proposals and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any Sub-Vendor. Further, nothing contained herein or in any Sub-Vendor agreement shall be construed as creating any contractual relationship between the Sub-Vendor and the Owner.

MM. Owner's Responsibilities

The Owner shall:

1. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Owner and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
2. Give prompt written notice to the Vendor whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

NN. Contract Documents

The Contract, General Conditions, Special Condition, Specifications, Drawings, Addenda and Contract Modifications shall be a part of and constitute the entire Agreement entered into by the Owner and any Vendor. In the event there is any discrepancy between any of these Contract Documents, the

following order of documents governs so that the former prevails over the latter:

- Contract
- Contract Modifications
- Addenda
- General Conditions
- Special Condition
- Specifications
- Drawings

OO. Assignment

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

PP. Notice

Any notice to the Owner required under the contract shall be sent by registered mail to:

Diamond State Port Corporation
Randall M. Horne, P.E.
Director
Engineering & Maintenance
1 Hausel Road
Wilmington, DE 19801

QQ. Consideration of Proposals:

The right is reserved 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 the Agency or its agent, the best interest of the State will be promoted thereby.

RR. Material Guaranty:

Before any contract is awarded, the successful Vendor 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.

SS. Award of Contract:

Within sixty (60) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

TT. Execution of Contract:

The Vendor to whom the award is made shall execute a formal contract within fourteen (14) days after date of official notice of the award of the contract.

UU. Warranty:

The successful Vendor shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

VV. The Contract(s):

The contract(s) with the successful Vendor(s) will be executed with the Diamond State Port Corporation.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

I. GENERAL

A. Supremacy of Documents

Should the General Conditions conflict with these Special Conditions, these Special Conditions shall prevail.

II. PROPOSAL REQUIREMENTS

A. Proposal Response

1. A responsive Proposal shall provide a complete response for each of the items listed below and in the same order as listed below:

- Completed and executed Proposal Response Form;
- Supplemental Information (provided by Vendor);
- Statement of Exceptions (provided by Vendor);
- Statement of Confidential and Proprietary Information (provided by Vendor);
- Completed and executed Non-Collusion Statement ;and
- Completed and executed Equal Opportunity Statement.

B. Cost Proposal

1. All proposed costs shall be stated in U.S. Dollars and not tied to any foreign exchange rate.
2. Cost Proposal shall be provided as DELIVERED DUTY PAID.

C. Sub-Vendor Listing

1. Vendor shall identify only a single Sub-Vendor in its Proposal Response Form for each of the equipment items to be provided by a Sub-Vendor.
2. If Vendor intends to provide the option of procuring equipment from a selection of available Sub-Vendors, the additional Sub-Vendor(s) shall be listed as and Alternate Offering with any associated cost adjustment.

D. Schedule for Performance of Work

Schedule offered by Vendor for delivery of the required equipment shall mean delivered to Owner's facility, assembled, commissioned and ready for service.

E. Proposal Security

Vendor is required to submit, with its Proposal, a Certified Check or a good and sufficient Bid Bond to the Diamond State Port Corporation in the amount of not less than ten percent (10%) of the amount of the Base Bid, plus all additive alternates, with Corporate Surety authorized to do business in the State of Delaware. The Certified Check or Bid Bond must be accompanied by a certification attached thereto, issued by Surety Company, qualified to do business in the State of Delaware, rated A or higher by A.M. Best Company, and otherwise satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a one hundred percent (100%) Performance and Labor and Materials Payment Bonds to cover the Vendor's performance and its payments of labor and materials if the Vendor is successful and the Contract is awarded to it.

III. CONTRACT

A. Award of Contract:

Within sixty (60) days from the date of opening proposals, the Contract will be awarded or the proposals rejected.

B. Execution of Contract:

The Vendor (s) to whom the award is made shall execute a formal contract within fourteen (14) days after date of official notice of the award of the Contract.

C. Performance and Payment Bonds

Vendor shall furnish the Owner within ten (10) calendar days after the Notice of Award, along with the executed copies of the Contract, Performance and Labor and Material Payment Bonds each in the amount of the Contract Price. These Bonds shall be issued by a Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner. These Bonds shall remain in effect for a period of not less than one year after final completion of the Contract Work, except as provided otherwise by Laws and Regulations.

D. Billing

The Vendor shall include its Proposal a statement of its standard commercial billing terms.

E. Method Of Payment

1. Owner will pay Vendor within thirty (30) days of receipt of a valid billing by Vendor.
2. Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written acceptance of the Work by Owner.

END OF SPECIAL CONDITIONS

PREVAILING WAGE RATES

DSPC Project 13-7711, SUPPLY AND INSTALL DRIVE-IN PALLET RACK, WAREHOUSE E / BOXES E-1 AND E-2.

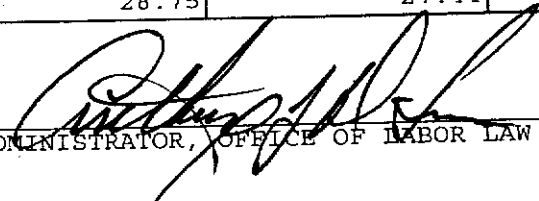
The Prevailing Wage Rate Schedule that follows documents the Wage Rates to be used on this project.

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
4425 NORTH MARKET ST. 3RD FLR
WILMINGTON, DE 19802
PHONE: (302) 761-8200

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.86	28.16	40.98
BOILERMAKERS	68.44	34.72	51.05
BRICKLAYERS	51.99	51.99	51.99
CARPENTERS	53.81	53.81	42.77
CEMENT FINISHERS	72.28	46.71	22.17
ELECTRICAL LINE WORKERS	45.47	38.99	29.73
ELECTRICIANS	66.85	66.85	66.85
ELEVATOR CONSTRUCTORS	90.49	64.49	31.94
GLAZIERS	71.20	71.20	56.66
INSULATORS	55.48	55.48	55.48
IRON WORKERS	62.85	62.85	62.85
LABORERS	44.70	44.70	44.70
MILLWRIGHTS	69.18	69.18	55.75
PAINTERS	48.47	48.47	48.47
PILEDRIVERS	75.27	39.35	31.83
PLASTERERS	29.84	29.84	22.12
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	51.49	57.01
POWER EQUIPMENT OPERATORS	67.29	67.29	43.83
ROOFERS-COMPOSITION	24.01	23.70	21.64
ROOFERS-SHINGLE/SLATE/TILE	18.39	21.86	17.19
SHEET METAL WORKERS	67.03	67.03	67.03
SOFT FLOOR LAYERS	51.12	51.12	51.12
SPRINKLER FITTERS	57.29	57.29	57.29
TERRAZZO/MARBLE/TILE FNRS	57.72	57.72	47.51
TERRAZZO/MARBLE/TILE STRS	66.02	66.02	55.02
TRUCK DRIVERS	28.75	27.44	20.94

CERTIFIED: 3/15/17

BY: 
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

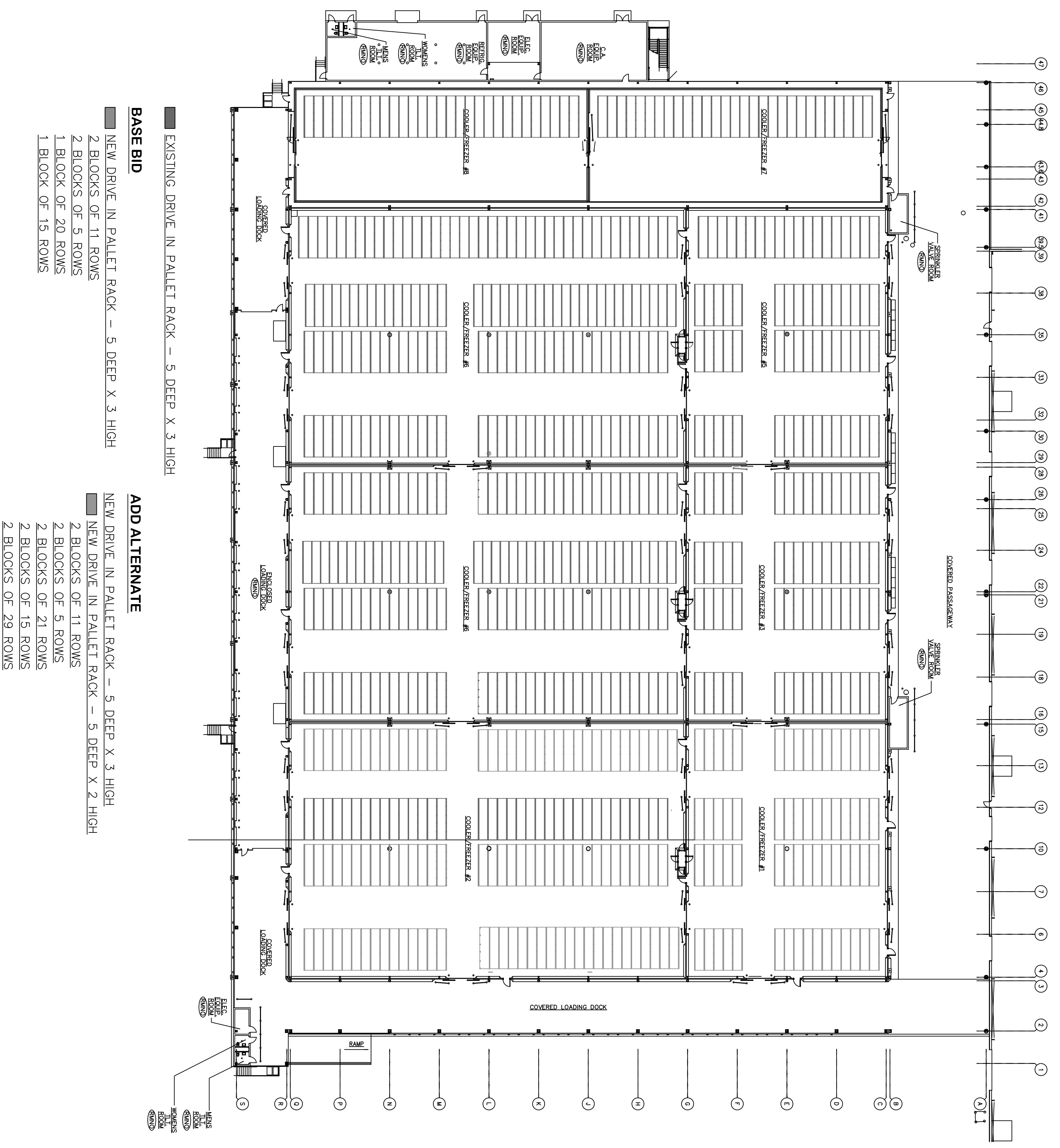
THESE RATES ARE BEING PROVIDED IN ACCORDANCE WITH DELAWARE'S FREEDOM OF INFORMATION ACT.

THEY ARE NOT INTENDED TO APPLY TO ANY SPECIFIC PROJECT.

LIST OF DRAWINGS

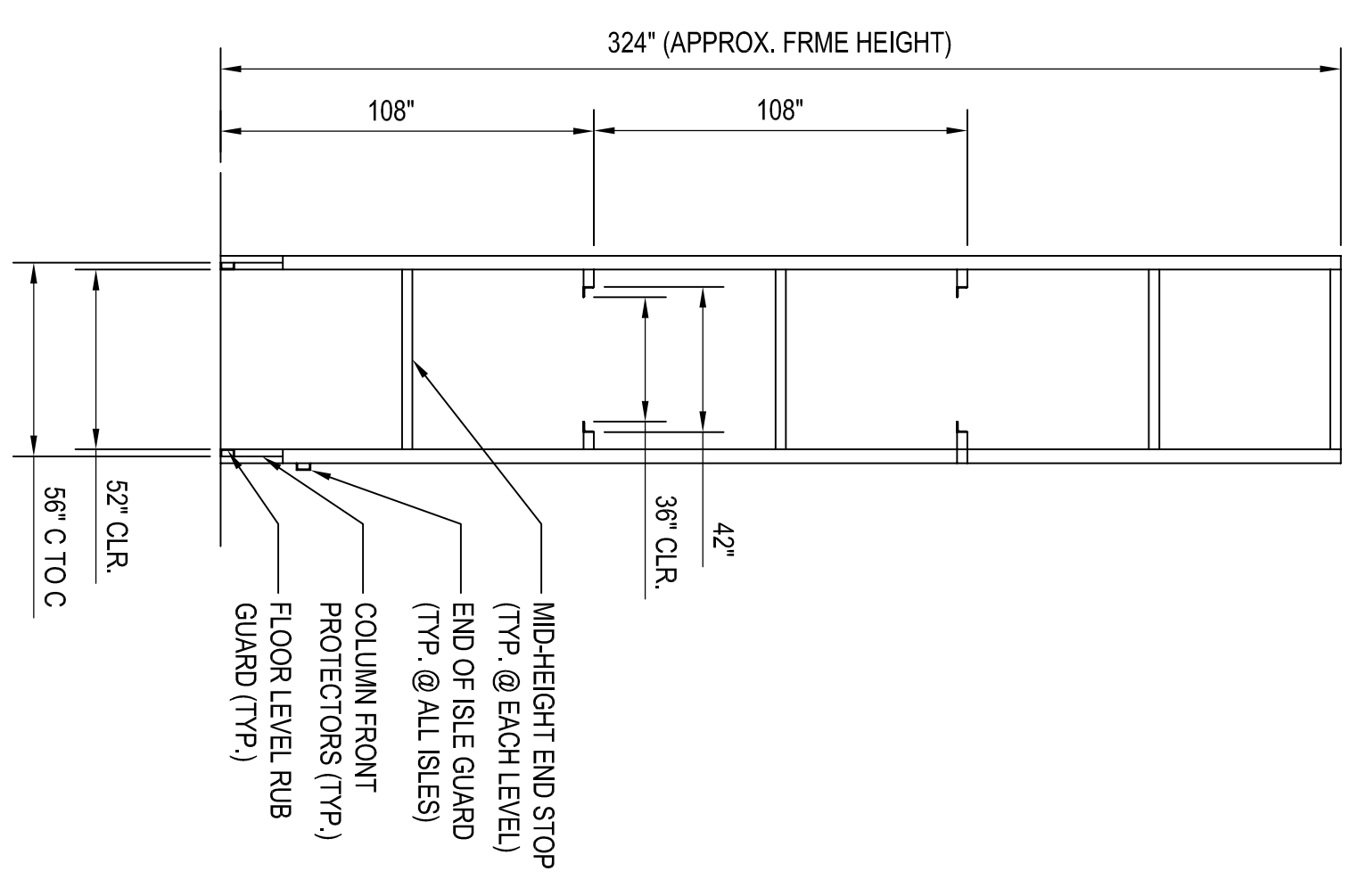
There is one (1) Drawing for this Project identified as follows:

Title:	Warehouse E Rack Installation
Date:	July 17, 2017
Project No.:	13-7711
Sheet No.:	1 of 1

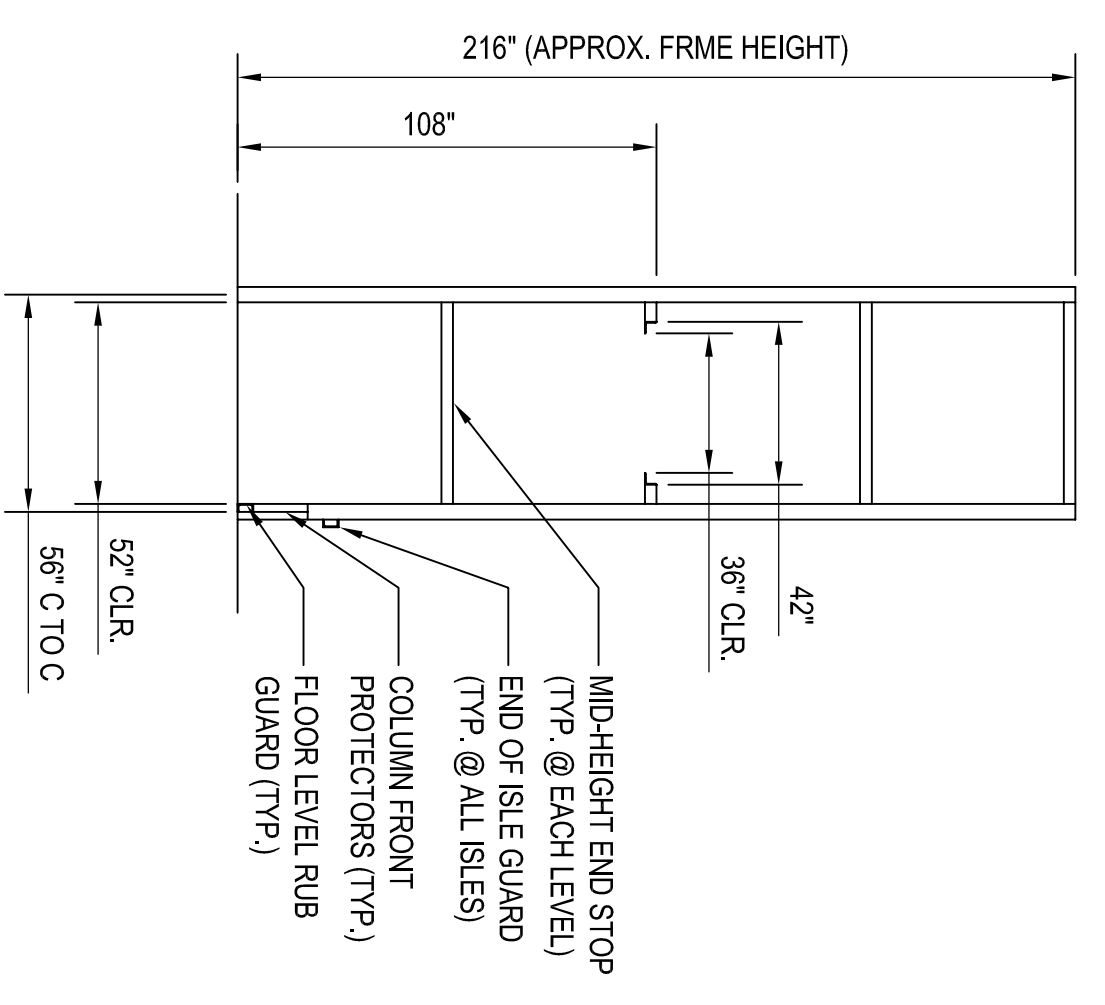


- EXISTING DRIVE IN PALLET RACK - 5 DEEP X 3 HIGH
 - NEW DRIVE IN PALLET RACK - 5 DEEP X 3 HIGH
 - NEW DRIVE IN PALLET RACK - 5 DEEP X 3 HIGH
 - NEW DRIVE IN PALLET RACK - 5 DEEP X 2 HIGH
- BASE BID**
- 2 BLOCKS OF 11 ROWS
 - 2 BLOCKS OF 5 ROWS
 - 1 BLOCK OF 20 ROWS
 - 1 BLOCK OF 15 ROWS
- ADD ALTERNATE**
- 2 BLOCKS OF 11 ROWS
 - 2 BLOCKS OF 5 ROWS
 - 2 BLOCKS OF 21 ROWS
 - 2 BLOCKS OF 15 ROWS
 - 2 BLOCKS OF 29 ROWS

DETAIL: ENLARGED PLAN OF PALLET STORAGE PLAN W/ RACKS
 SCALE: 1/32" = 1'-0"



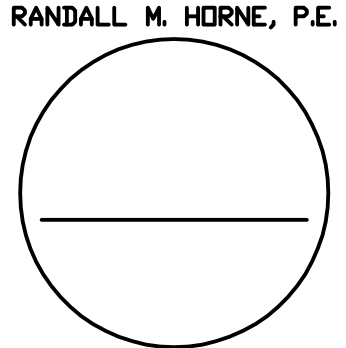
ELEVATION: THREE-HIGH RACK
 SCALE: 1/4" = 1'-0"



ELEVATION: TWO HIGH RACK
 SCALE: 1/4" = 1'-0"

WAREHOUSE E RACK INSTALLATION
 PLAN - RACK LAYOUT
 DIAMOND STATE PORT CORPORATION
 PORT OF WILMINGTON
 WILMINGTON~NEW CASTLE COUNTY~DELAWARE

DATE: 7/17/17
 SCALE: AS NOTED
 PROJECT NO. 13-7711
 SHEET: 1 OF 1

No.	REVISION	CHK'D BY	DESIGNED BY:	CHECKED BY:
		DATE		
0	ISSUED FOR BIDS	07/17/17	RMH	DCM
			DRAWN BY:	FILE NAME:
			RMH	-
			RANDALL M. HORNE, P.E.	
				
			DELAWARE	6413



DRIVE-IN PALLET RACK

1.1 GENERAL

A. Usage

1. Pallet Rack will be used for the storage of palletized boxes of perishable goods.

2. Pallet Dimensions

Width: 40"

Depth: 48"

Height: Varies, 80" minimum to 108" maximum.

3. Pallet Characteristics

a. Pallets are closed pallets with no overhang.

4. Product Load

a. Product density: 25 pcf.

B. Supporting Structure

1. Pallet Rack will be erected on existing reinforced concrete floor slab as follows:

a. Slab thickness: 8"

b. Concrete strength: 28 day compressive strength (f'c) = 4,000 psi

c. Slab reinforcement: #4 @12" OC, EW, set 2" clear from top surface

C. Environmental Conditions

1. Temperature: Racks will be used in refrigerated warehouse space maintained at 32° F during product storage.

2. Humidity: The refrigerated space may be subject to intrusion of outside ambient air with relative humidity of 80% max.

D. Submittals: In addition to Manufacturer's standard literature for each rack component and accessory, submit the following:

1. Shop Drawings: Show layout of each rack assembly. Include connection and anchorage details and rack accessories.

- E. Manufacturer Qualifications:
 - 1. Manufacturer shall be a member of the Rack Manufacturers Institute (RMI).
 - 2. Manufacturer shall have R-MARK certification.
 - F. Specifications: Comply with Approved American National Standard MH16.1, Specification for the Design, Testing and Utilization of Industrial Steel Storage Racks.
 - G. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code—Steel."
- 1.2 Design
- A. Design loads, other than product load, and structural design shall comply with the requirements of the International Building Code of 2012 as adopted and amended by the City of Wilmington, Delaware.
- 1.3 PRODUCTS
- A. Pallet Rack
 - 1. Configuration: As shown on the Drawing.
 - 2. Rack components: All rack components shall be hot-rolled, structural steel shapes.
 - 3. End frame construction: End frame construction shall be fully welded.
 - 4. Rail connection: Rail to frame connections shall be bolted.
 - B. Pallet Rack Accessories
 - 1. Assembled rack shall include the following accessories at all applicable locations:
 - a. End of isle guards: Manufacturer's standard bolt on end of isle guards to protect end frames from forklift impacts.
 - b. Front column protectors: Manufacturer's standard welded front column protectors to protect front columns from forklift impacts.
 - c. Lower guide rails: Manufacturer's standard lower guide rails to prevent pallet from impacting the rack structure during loading and unloading.
 - d. Rail stops: Welded rail stops installed at interior end of rails to prevent pallets from being pushed off of the rails.

- e. Back stops: Horizontal cross members situated at the approximate half height of all storage levels.
2. Finish
- a. All rack components shall be protected with high quality, shop-applied, baked-on, powder coated finish.
 - b. Color:
 - 1) Frames: Bright blue
 - 2) Rails and accessories: Safety yellow
3. Welding:
- a. Comply with AWS requirements and procedures for shop welding, appearance, quality of welds, and methods used in correcting welding work.
- 1.4 EXECUTION
- A. Assemble rack in strict accordance with manufacturer's instructions.

END OF SECTION