

**State of Delaware**  
**NETWORK SERVICES**  
**Request for Proposal**  
**Contract No. 07-394A-AC**

*January 8, 2007*

**- Deadline to Respond -**  
**February 27, 2007**  
**1:00PM (EST)**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
TO PROVIDE Network Services  
ISSUED BY Office of Management and Budget, Government Support Services**

A. PURPOSE:

The Office of Management and Budget, Government Support Services, and various other state agencies require a vendor(s) that recognize the importance of developing and maintaining a stable telecommunications network within the State of Delaware and therefore, will agree to operate in good faith, cooperative manner to achieve a state-of-the-art networking environment, consistent with the requirements of this RFP.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement required Network Services Support for numerous state agencies in all three counties.

B. OVERVIEW:

The State of Delaware Office of Management and Budget, Government Support Services seeks qualified vendors to provide Network Services to the State of Delaware. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Public Notice

Date: January 22, 2007

Deadline for Receipt of Proposals

Date: 1:00 p.m. (EST) February 27, 2007

Notification of Award

Date: no later than March 23, 2007

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. All exceptions must be listed on the page provided in this Request for Proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements. Finally, the letter must be on company letterhead and signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

January 8, 2007

**CONTRACT NO. 07-394A-AC**

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Network Services. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. 07-394A-AC

1. SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
2. PROPOSAL REPLY SECTION
  - A. - NO PROPOSAL REPLY FORM
  - B. - NON-COLLUSION STATEMENT AND ACCEPTANCE
  - C. - PROPOSAL SUMMARY
  - D. - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION
3. DEFINITIONS and GENERAL PROVISIONS

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number by **1:00PM (EST) February 27, 2007** to be considered.

A **mandatory pre-bid meeting** has been scheduled for 10:30 A.M., EST, February 1, 2007 in the Department of Natural Resources Auditorium, 89 Kings Highway, Dover, DE 19901. **This is a mandatory meeting.** If the offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

**Proposals shall be submitted to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Arnold Cookson at 302-857-4553.

AC:jms  
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REQUEST FOR PROPOSAL  
CONTRACT NO.: 07-394A-AC  
NETWORK SERVICES  
SPECIAL PROVISIONS

1. **MANDATORY USE CONTRACT:**

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. **CONTRACT PERIOD:**

Each contractor's contract shall be valid for a two (2) year period from April 1, 2007 through March 31, 2009. Each contract may be renewed for two (2), one (1) year additional periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services offered.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

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4. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the first or second optional year(s), the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

5. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

6. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor 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 State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
  - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - and
  - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - or
  - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - or
  - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

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6. **MANDATORY INSURANCE REQUIREMENTS (Continued):**

2. 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, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Government Support Services  
Contract No. 07-394A-AC  
State of Delaware  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

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

7. **BID BOND REQUIREMENT:**

Bid Bond Waived.

8. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived.

9. **BILLING:**

**The contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.**

10. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card, ACH transfer, and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

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11. **DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

12. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by two (2) authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. The purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

13. **SCHEDULE FOR PERFORMANCE OF WORK:**

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

14. **TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

15. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services and includes full compliance with state standards and policies as required by this RFP. Subcontractors maybe added for the purposes of advanced, superior or newly required services, systems or equipment, but must be approved by DTI and Government Support Services.

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16. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

17. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent services on the open market. Any difference in cost between the contract prices herein and the price of open market services shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market services can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

18. **FORCE MAJEURE:**

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

19. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.



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20. **MANDATORY USAGE REPORT:**

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

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format in **attachment 1** shall be followed as described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

21. **BUSINESS REFERENCES:**

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

22. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

23. **CHANGES:**

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

24. **INTEREST OF CONTRACTOR:**

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

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25. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

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

26. **RIGHTS AND OBLIGATIONS:**

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

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27. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

28. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Contractor, 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 Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

29. **AFFIRMATION:**

The Contractor 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.

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30. **AUDIT ACCESS TO RECORDS:**

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

31. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor 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.

32. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

33. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

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

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34. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any offeror. 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
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

35. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Government Support Services, of the State of Delaware.

36. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005. Failure to provide this information could render the bid as non-responsive.

37. **PERFORMANCE:**

The contractor(s) recognize the importance of developing and maintaining a stable telecommunications network within the State of Delaware and therefore they agree to operate in a good faith and cooperative manner to achieve a state-of-the-art networking environment, consistent with this agreement. Contractor(s) agree that they will cooperate and work with the State's hardware, software, and network vendors when providing network services to the State. Contractor(s) also agrees to observe State Policies and Standards as defined by the Department of Technology and Information (DTI). The point of contact for DTI is Mr. Jim Salb at 302-739-9662 or at [Jim.Salb@state.de.us](mailto:Jim.Salb@state.de.us) The contractor(s) covenants and agrees that all services shall be performed by qualified personnel in a professional manner and in accordance with industry professional standards and the requirements contained herein.

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38. **PRODUCTS WARRANTY:**

Any communications hardware, services, and software will be covered by the manufacturer's warranty.

39. **RESPONSIBILITY FOR DAMAGE AND CARE OF PROPERTY:**

The Contractor will be held financially responsible for any damage to the grounds, buildings, equipment or other work caused by act of omission of him, his subcontractors or employees, or other persons engaged in the performance of the Contract. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level workmanship.

40. **SUPPLIER CLEAN-UP:**

All debris resulting from delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the State Agency Designee.

The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. State owned trash receptacles are not to be used by the vendor without prior approval.

41. **SCHEDULE FOR PERFORMANCE OF WORK:**

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

42. **STORAGE OF MATERIALS:**

Every effort shall be made by the Contractor to schedule delivery of materials so that a minimum of storage space is required. The Contractor shall not encumber the premises with his materials and shall store all materials in a place designated by the State Agency or its representative. The State of Delaware will not be in any way responsible for tools or materials used in this work that may be stolen or damaged during the progress of the work.

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43. **DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING:**

- A. All hardware and software are to be delivered postpaid to the location or locations indicated on the State of Delaware Purchase Order. No labor will be provided to help unload any product under this Contract.
- B. The delivery of hardware, software and services furnished under the terms of the Contract shall not be considered as acceptance thereof until said hardware, software and services are inspected and tested. The inspection, test and acceptance of any hardware, software and services does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements which may be discovered subsequent to delivery.
- C. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the State shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which are defective or required to be corrected shall be removed, or if required by the State as it may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the State Agency either (1) may re-contract or otherwise replace or correct such items and charge the supplier the cost occasioned the State Agency thereby, or (2) may terminate the Contract for default as provided herein.
- D. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items which are not in accordance with the Contract requirements nor impose liability on the State of Delaware therefore.
- E. Neither the State of Delaware nor its agencies will assume responsibility for damage to any item including items rejected for mishandling during delivery.
- F. All outer packs of items delivered under the Contract must be marked with the Purchase Order/Contract number and item identification. Failure to provide adequate identifying markings may result in refusal of the delivery.
- G. All prices include delivery and placement within the ship-to address in that area specified on the State of Delaware Purchase Order.
- H. Collect shipments will not be accepted.

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44. **INVOICES:**

Invoices must be completely identifiable supported by delivery receipts where specified and contain the following minimum information:

1. Address:
2. Purchase Order No./Contract No.
3. Delivery destination as it appears on the Purchase Order.
4. Contract item number, quantity and description of item billed.
5. Unit price and extended price if each item.
6. Total amount of invoice.
7. Any prompt payment discount offered.

45. **MANAGEMENT:**

The Contractor(s) shall provide a list of the key members of the company who will be responsible for the State's relationship within their areas of responsibility. Each individual shall have sufficient expertise and authority to resolve issues and problems within their defined area of responsibility. The Contractor(s) shall update this list as needed. Further, the Contractor(s) shall designate an individual in upper management with overall responsibility and authority to interact periodically with the Division of Support Services and the Dept. of Technology and Information, and to assist in resolving issues or problems which other individuals have been unable to resolve.

46. **FUTURE BENEFITS**

The contractor shall pass on to the State any more favorable terms, conditions and pricing that are driven by market conditions or technological advancement, when such favorable terms, conditions and pricing are based upon executed contracts with other State or other large users of equivalent systems, components or services.



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47. **STANDARD PRACTICES:**

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

48. **CONFIDENTIALITY AND DATA INTEGRITY:**

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

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, (Attachment 2)**, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

49. **SECURITY**

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released maintain a living document describing the Top 20 Internet Security Threats Vulnerabilities. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your review. The Contractor warrants is guaranteeing that any systems or software provided by the Contractor are free of the all vulnerabilities listed in that document, or those identified through commonly accepted alert advisories such as Cert, during and at the conclusion of the services rendered. Vulnerabilities that cannot be fully resolved must be specifically disclosed and accepted in writing by the customer.

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50. **REQUIRED INFORMATION**

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

**A. Minimum Requirements**

1. Delaware business license:  
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:  
Provide evidence of professional liability insurance in the amount of \$ \$1,000,000.00.
3. (Any other minimum criteria required)

51. **PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:**

**A. RFP Issuance**

1. **Obtaining Copies of the RFP**  
This RFP is available in electronic form [only] through the State of Delaware, Office of Management and Budget, Government Support Services website at <http://www.state.de.us/dss> . Paper copies of this RFP will [not] be available.
2. **Public Notice**  
Public notice has been provided in accordance with 29 *Del. C.* § 6981.
3. **Assistance to Vendors with a Disability**  
Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

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51. **PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION: (continued)**

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

<b>NAME:</b>	<b>Arnold Cookson</b>
<b>DEPARTMENT</b>	<b>Office of Management and Budget, Government Support</b>
<b>ADDRESS</b>	<b>100 Enterprise Place, Suite 4, Dover, DE 19904</b>
<b>EMAIL ADDRESS</b>	<b><a href="mailto:Arnold.Cookson@state.de.us">Arnold.Cookson@state.de.us</a></b>

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

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

**6. Contact with State Employees**

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

**7. Organizations Ineligible to Bid**

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

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51. **PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION: (continued)**

**8. Exclusions**

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

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

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51. **PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION: (continued)**

**B. RFP SUBMISSIONS**

**1. Acknowledgement of Understanding of Terms**

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

**2. Proposals**

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM, EST on February 27, 2007**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

<b>DEPARTMENT</b>	<b>Office of Management and Budget, Government Support Services</b>
<b>ADDRESS</b>	<b>100 Enterprise Place, Suite 4, Dover, DE 19904</b>

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM, EST on February 27, 2007**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. 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. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

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51. **PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION: (continued)**

**4. Proposal Costs and Expenses**

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

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **May 25, 2007**. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

**8. Non-Conforming Proposals**

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

**9. Concise Proposals**

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

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51. **PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION: (continued)**

**10. Realistic Proposals**

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

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

**11. Confidentiality of Documents**

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 State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

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51. **PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION: (continued)**

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

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor’s systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

**a. Primary Vendor**

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.



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51. **PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION: (continued)**

***b. Sub-Contracting***

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

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

***c. Multiple Proposals***

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

**13. *Sub-Contracting***

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

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

**14. *Discrepancies and Omissions***

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

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

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**14. Discrepancies and Omissions (continued)**

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP until February 8, 2007. All questions will be then consolidated into a single set of responses and posted on the State's website at [www.state.de.us/dss](http://www.state.de.us/dss) by 12:00 PM, February 15, 2007. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted. Questions should be e-mailed to [Arnold.Cookson@state.de.us](mailto:Arnold.Cookson@state.de.us) , faxed to Arnold Cookson at 302-739-3779, or mailed to Arnold Cookson, Office of Management and Budget, Government Support Services, 100 Enterprise Place, Suite 4, Dover, DE 19904.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

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

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

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

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

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

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

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

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.state.de.us/dss](http://www.state.de.us/dss) . The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be stated in writing on the page provided in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

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**21. Award of Contract**

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

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

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

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

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

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

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**C. RFP Evaluation Process**

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

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

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. **The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.]** The Team shall make a recommendation regarding the award to the Contract Administrator, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

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

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

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**2. Proposal Selection Criteria (continued)**

The Team reserves the right to:

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

**3. Proposal Clarification**

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

**4. References**

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

**5. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Evaluation Team as required. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

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

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**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between the successful bidder and the State shall be for two (2) years with two (2) extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. *If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.*

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**2. Collusion or Fraud**

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

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

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

**3. Lobbying and Gratuities**

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

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

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



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**4. Solicitation of State Employees**

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

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

**5. General Contract Terms**

**a. Independent contractors**

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

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

**b. Non-Appropriation**

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

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**c. Licenses/Permits/Forms**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

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

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

All awarded State of Delaware vendors are required to submit a completed Department of the Treasury Form W-9, Request for Tax payer Identification Number and Certification before the State will submit a purchase order against this contract.

**d. Notice**

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

<b>NAME</b>	<b>Arnold Cookson</b>
<b>DEPARTMENT</b>	<b>Office of Management and Budget, Government Support Services</b>
<b>ADDRESS</b>	<b>100 Enterprise Place, Suite 4, Dover, DE 19904</b>

**e. 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, ole or part, to the State, its employees or agents.

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**e. Indemnification (continued)**

**2. Proprietary Rights Indemnification**

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

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

- (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 modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

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**f. Insurance**

1. *Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.*
2. *The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.*
3. *During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:*

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the state. The certification holder is as follows:

Contract Administrator, Government Support Services  
Contract No. 07-394A-AC  
Ste of Delaware  
100 Enterprise Place, Suite 4  
Dover, DE 19904

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**g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Warranty**

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

**i. Costs and Payment Schedules**

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

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

**j. Penalties**

*The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.*

**k. Termination for Cause.**

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

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Government Support Services

**I. Termination for Convenience**

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

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

**o. Vendor Activity**

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

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**p. Work Product**

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

**q. Contract Documents**

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

**r. Applicable Law**

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

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

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

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

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

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Government Support Services

**s. Scope of Agreement**

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

**t. Other General Conditions**

- (1) **Status Reporting** – *The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.*
- (2) **Regulations** – *Services must meet all applicable local, State and Federal regulations in effect on the date of the contract.*
- (3) **Changes** – *No alterations in any terms, conditions, delivery, price, quality, or specifications of services ordered will be effective without the written consent of the State of Delaware.*
- (4) **Additional Terms and Conditions** – *The State of Delaware reserves the right to add terms and conditions during the contract negotiations.*

**E. RFP MISCELLANEOUS INFORMATION**

**1. No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

**2. RFP Reference Library**

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

**3. Definitions of Requirements**

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



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**APPENDIX A**  
**SCOPE OF WORK DETAILS**

1. **NETWORK DESIGN AND PLANNING:**

Contractor shall:

Ensure that all designs are consistent with the State of Delaware policies and procedures.

Provide IT Strategy and planning for all network services including, but not limited to IT infrastructure, operating systems, storage systems and services, directory services, security, network and systems management, project management, application security, virus protection and mitigation, and performance and security auditing.

Thoroughly analyze the business requirements and provide a technical solution that will meet or exceed requirements including time and cost considerations, existing infrastructure and future growth plans. Coordinate design efforts and recommendations with the Department of Technology and Information and provide documentation showing adherence to DTI policies and standards.

Provide assistance in developing a Risk/Security Assessment and a Disaster/Business Recovery Plan.

Microsoft software must be purchased off the existing Microsoft Select Agreement.

2. **NETWORK PERFORMANCE ANALYSIS:**

Contractor shall:

Provide end to end analysis of network performance. Analysis will be sufficient to accommodate proactive maintenance and operational strategy for network hardware and software.

Diagnose and isolate LAN/WAN Network and resolve interoperability or performance issues. Provide necessary monitoring tools for prompt isolation of network faults or response-time problems.

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3. **NETWORK APPLICATION SUPPORT:**

Contractor shall:

Provide technician and equipment to diagnose problems with communications and network response-time problems. Be fluent with network application software. Have knowledge of client server XML and others.

Provide assistance with applications that will use mail services and applications to assist with workflow requirements. Requirement will include evaluation and testing of various applications prior to customer purchase, followed by recommendations for use in our environment. May also include implementation assistance design and coding assistance.

4. **ON-SITE SUPPORT:**

Contractor shall:

Provide technicians and consultants to support systems installations and applications testing. Person will be available for on-site response if necessary to ensure full operation at the start of the following workday.

Provide detailed information on on-site support offering. Rates shall be indicated in the proposal response section of this RFP in **Appendix A, Tab 1**.

5. **REMOTE/TELEPHONE SUPPORT:**

Contractor shall:

Provide remote/telephone support for software and or hardware problem resolution. Specify method of incident tracking and reporting.

Provide detailed information on Remote/Telephone support offering. Rates shall be indicated **Appendix A, Tab 2**

6. **SYSTEM HOSTING:**

Contractor shall:

Provide hosting facilities for approved State systems that will not be hosted on the State network, or within one of the State's data centers. At a minimum, hosting services shall include both managed services and facility only services in accordance with the DTI Data Center Standard.

Provide detailed information on site availability in **Appendix A, Tab 3**

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**CRITERIA WEIGHT/MAXIMUM POINTS:**

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

	Criteria	Weight	Points
1.	Contract Administration	10%	50
2.	Service & Support Capabilities	20%	100
3.	Geographical coverage and Response Capabilities.	10%	50
4.	Capability to meet the requirements of the RFP.	40%	200
6.	Experience, Reputation and References	10%	50
7.	Pricing and pricing structure	10%	50
	<b>Total</b>		<b>500</b>

1. **Contract Administration: (50 points):**

- A. Provide the name of the employee who will be the administrative manager of the contract. Also list other jobs he has done of this magnitude for other customers.
- B. Explain how you will track support calls and make sure all agencies receive support.
- C. State your procedure for providing the State of Delaware a listing of open calls, the status of the calls and a listing of the closed calls.
- D. Explain your procedures for escalation of problems when they are called in.
- E. Explain your procedures for handling meeting schedules with the appropriate State agencies as required.
- F. Explain your procedures for working/coordination with the Department of Technology and Information to ensure compliance with all contract technical requirements and State policies.

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2. **Service and Support Capabilities (100 points):**

- A. Provide a list of all current service employees, their certifications, their number of years of experience, and their job descriptions and/or territories. Please specify those that will be available to support the State of Delaware Contract.
- B. Define your overall approach to include policies, procedures, systems, and organization for providing effective and timely service and support. This should include, but is not limited to the following:
  - 1. Ability to cover all areas within the State.
  - 2. Your response time to:
    - a. Price quotes (for hourly rates and the number of hours required to complete the job.
    - b. Phone support.
    - c. Your ability to provide consultation in all subject areas listed in Appendix A.
    - d. Hardware maintenance problem calls.
  - 3. Services offered.
  - 4. Training capabilities ie and in-house instructors and their certifications and/or any subcontractor resources the state could use.

3. **Geographical Coverage and Response Time-on Site Capabilities (50 points):**

The contractor must be staffed appropriately to provide a guaranteed response to any service call. Please provide a detailed description of your response capabilities in order to provide levels of service throughout the State by time-of-day, day-of-week and counties covered in that response.

4. **Capacity to meet the RFP requirements (200 points):**

This section of the proposal will cover the details of the offering and how the proposal addresses and meets the requirements of the contract.

5. **Experience, Reputation and References (50 points):**

Proposals shall include at least three (3) references the supplier has with currently, or within the last three (3) years that are of similar scope and value. Include name, address, telephone number, fax number, e-mail address and a verified current contact person.

6. **Pricing/Pricing Structure (50 points):**

The pricing you submit for services as part of the Request for Proposal Process will be Included in the overall evaluation scoring to determine the overall points for each supplier.

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Office of Management and Budget  
Government Support Services

I. **INTRODUCTION:**

A. **PURPOSE:**

The Office of Management and Budget, Government Support Services, and various other state agencies require a vendor(s) that recognize the importance of developing and maintaining a stable telecommunications network within the State of Delaware and therefore, will agree to operate in good faith, cooperative manner to achieve a state-of-the-art networking environment, consistent with the requirements of this RFP.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement required Network Services support for numerous state agencies in all three counties.

B. **GUIDELINES:**

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. **FORMAT FOR PROPOSAL:**

A. **INTRODUCTION:**

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

B. **COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

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Government Support Services

C. TABLE OF CONTENTS:

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

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Ten (10) hard copies of the proposal shall be submitted in a sealed package clearly marked with the name of the offeror and labeled Proposal 06-394-AC, Network Services. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining nine (9) copies do not require original signatures. In addition, one soft copy for every hard copy of the proposal is required either in CD or DVD. **Do not submit Floppy's.** Please write your company name on the label for each diskette or CD. Do not make any changes to the electronic Excel File formats, to include additional rows or columns, changes to column headers, or inputting text into numeric fields. Any changes to these fields will result in rejection of the proposal.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractors offer to meet the requirements of the RFP. **DO NOT USE RING BINDERS.**

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

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Government Support Services

A. OVERVIEW:

The Contractor(s) shall provide all resources to meet the State of Delaware's need for Network Services to support all state technology systems including Enterprise Level requirements as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

B. DETAILED REQUIREMENTS:

**The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.**

**Key RFP Dates/Milestones:**

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Suppliers	January 22, 2007 - February 26, 2007
Mandatory Pre-bid Meeting	10:30 A.M., February 1, 2007
Written Questions due	No Later Than February 8, 2007
Written Answers Posted to the website	No Later Than February 15, 2007
Proposals due	1:00PM, February 27, 2007
Proposal Evaluation	No Later Than March 13, 2007
Demonstrations/Best and Final discussions, as required.	No Later Than March 20, 2007
Supplier (s) Selection	No Later Than March 23, 2007

C. INQUIRIES & QUESTIONS:

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

Any questions with regard to any aspect of this RFP should be e-mailed to [Arnold.Cookson@state.de.us](mailto:Arnold.Cookson@state.de.us), faxed to Arnold Cookson at (302) 739-3779, or mailed to Arnold Cookson, Office of Management and Budget, Government Support Services, 100 Enterprise Drive, Suite 4 Dover, DE 19904 and must be received on or before February 8, 2007. All questions will be answered in writing and posted on the Government Support Services website at [www.state.de.us/dss](http://www.state.de.us/dss) no later than February 15, 2007 who have indicated an intent to bid according to the procedure outlined above. Inquiries should make specific reference to the sections and page numbers from this RFP where applicable.

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Office of Management and Budget  
Government Support Services

IV. **PROPOSAL EVALUATION PROCEDURES:**

A. **BASIS OF AWARD:**

Government Support Services shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services 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 may be most advantageous to the State of Delaware. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

B. **REVIEW COMMITTEE:**

A group with expertise in procurement, contract management, budgeting, and technical operations will comprise the Review Committee.

C. **REQUIREMENTS OF THE OFFEROR:**

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- \* Brief history of the organizations, including accreditation status, if applicable.
- \* Applicant's experience, if any, providing similar services. At least three references are required (See §19– Special Provisions).
- \* Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.

V. **ATTACHMENTS**

**Attachment 1** – Mandatory Usage Report Template

**Attachment 2** – Confidentiality and Integrity of Data Statement



	Attachment 1	CONTRACT #07-394A-AC, NETWORK SERVICES					
	Supplier Name:					Report Start Date:	
						Report End Date:	
	Contact Phone:					Today's Date:	
Item #	Agency Name or School District	Budget Code	Shipping Address	Job Skill	Hourly Bill Rate	Hours Worked	Total Services Cost

**PROPOSAL REPLY SECTION**

**CONTRACT NO. 07-394A-AC**

**NETWORK SERVICES**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to Government Support Services by 1:00 P.M., (EST) February 27, 2007

A **mandatory pre-bid meeting** has been scheduled for 10:30 A.M., EST, February 1, 2007 in the Department of Natural Resources Auditorium, 89 Kings Highway, Dover, DE 19901. **This is a mandatory meeting.** If the offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

**Proposals shall be submitted to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Drive, Suite 4  
Dover, DE 19904**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: A Public Log will be kept of the names of the vendors that submit proposals.**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
CONTRACTING SECTION  
100 ENTERPRISE DRIVE, SUITE 4  
DOVER, DELAWARE 19901

NO PROPOSAL REPLY FORM

**CONTRACT # 07-394A-AC    CONTRACT TITLE:    NETWORK SERVICES**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1.    We do not wish to participate in the proposal process.
  
- \_\_\_\_\_ 2.    We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_ 3.    We do not feel we can be competitive.
  
- \_\_\_\_\_ 4.    We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
  
- \_\_\_\_\_ 5.    We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_ 6.    We do not sell the items/services on which Proposals are requested.
  
- \_\_\_\_\_ 7.    Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ FIRM NAME SIGNATURE

\_\_\_\_\_ We wish to remain on the Offeror's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Offeror's List **for these goods or services.**

**CONTRACT NO.:** 07-394A-AC  
**TITLE:** Network Services  
**SUBMITAL DATE:** February 27, 2007

**NON-COLLUSION STATEMENT**

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

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

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

COMPANY NAME \_\_\_\_\_

Check one)	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Please type or print)

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

	(circle one)		(circle one)			(circle one)			
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u>	Yes	No	<u>Minority</u>	Yes	No	<u>Disadvantaged</u>	Yes	No
	<u>Business</u>			<u>Business</u>			<u>Business</u>		
	<u>Enterprise</u>			<u>Enterprise</u>			<u>Enterprise</u>		
	<u>(WBE)</u>			<u>(MBE)</u>			<u>(DBE)</u>		

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

PURCHASE ORDERS SHOULD BE SENT TO: \_\_\_\_\_  
(COMPANY NAME)

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED** SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

**ATTACHMENT 2**



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**

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

I, as an employee of \_\_\_\_\_ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law. This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read and understood the terms of the above Confidentiality and Integrity of Data Statement, and that I/we agree to abide by the terms above.

\_\_\_\_\_  
Contractor or Employee Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor Name :

CONTRACT NO. 07-394A-AC  
NETWORK SERVICES  
PROPOSAL REPLY SECTION  
JOB SKILL PRICING

Appendix A Tab1				
Item	Job Skill	Skill Level	Hourly Bill Rate	Daily Bill RATE Based on 7.5 hrs.
1 a	<b>On-Site Support</b>	Network Technician	\$	\$
1 b		Network Engineer	\$	\$
1 c		Enterprise Engineer	\$	\$
1 d		Security Engineer	\$	\$
2	<b>Project Manager</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
3	<b>Network Server Engineer</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
4	<b>Business Analyst</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
5	<b>Network Application Systems Analyst</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
6	<b>Network Device Systems Analyst</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
7	<b>Network Consultant</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
8	<b>Database Design Analyst</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
9	<b>Network Systems Programmer</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
10	<b>Technical Writer</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
11	<b>Network Administrator</b>	Level 1	\$	\$
		Level 2	\$	\$
		Level 3	\$	\$
	<b>Total Cost</b>		\$	\$

CONTRACT NO. 07-394A-AC  
 NETWORK SERVICES  
PROPOSAL REPLY SECTION

<b>Appendix A</b>		<b>Remote Telephone Support Pricing</b>					
<b>Tab 2</b>							
Suppliers are asked to provide a total cost per month based on each range of servers listed below for remote telephone support. Please refer to Appendix A1 for definitions of remote telephone support.							
				<b>Monthly Pricing Per Server</b>			
		<b>1-4 Servers</b>	<b>5-10 Servers</b>	<b>11-25 Servers</b>	<b>26-50 Servers</b>	<b>51-100 Servers</b>	<b>101+ Servers</b>
<b>Remote</b>	<b>5 days x 10hrs/day</b>	\$	\$	\$	\$	\$	\$
<b>Telephone</b>	<b>7 days x 24hrs/day</b>	\$	\$	\$	\$	\$	\$
<b>Support</b>	<b>Other</b>	\$	\$	\$	\$	\$	\$

**Incident Tracking**

Please explain your method of Incident Tracking and Reporting in the space provided below. Use additional pages if necessary.

**Tab 5**

**HOSTING SUPPORT AND PRICING**

Suppliers are asked to provide pricing for Basic, Intermediate, and Advanced Levels of Web Site Hosting Support

Suppliers are to provide below only their monthly and annual pricing associated with these support levels used the baseline requirements listed below.

Level of Service	Monthly Cost per server / per gb	Annual Cost per server / per gb
<b>Basic</b> - floor space, power, physical security	\$	\$
<b>Intermediate</b> - In addition to basic, includes system administration, back-up's & recovery	\$	\$
<b>Advanced</b> - In addition to basic and inter., includes fully managed solutions with application support.	\$	\$

**Data Centers for hosting must include the following requirements at a minimum:**

- a. Dedicated power & cooling systems
- b. UPS
- c. Dedicated cooling units
- d. Fire rating of 1 Hr
- e. Computerized entry and exit monitoring through locked doors
- f. Telecommunications – redundant carrier circuits
- g. Source Code Protection
- h. Documented Change Control Procedures

\*Data Centers may be subject to periodic inspections. \*\*Exceeding the minimum requirements will be evaluated as an added value.

**Basic**

Hard Disk Storage 2 GB

Email List Server  
Monthly Transfer 120 GB  
SSL for Secure Ordering

Statistics/ reporting  
SFTP Users

**Intermediate (in addition to basic)**

Memory (RAM) 1 GB Guaranteed

Virtual Disk Space 22 GB  
Monthly Transfer 400 GB

Clients Per Server 8  
Dedicated IP Address  
Daily Backups

**Advanced (in addition to above)**

Live 24 x 7 x 365 Phone Support  
99.9% Uptime Service Level Agreement (SLA)

Same-day account setup

multi-homed, redundant Internet connections  
Daily data backups  
UPS battery backup



Perl, CGI

Dell Dual Xeon Hardware  
MS SQL Server  
Statistics / Reporting / Notifications  
EMail  
SQL Database  
Dedicated Account Manager  
Immediate Escalation of Emergency Issues  
DNS Services  
System patches & updates  
Microsoft Troubleshooting  
Apache Troubleshooting  
Database Troubleshooting

Cooling and climate controls  
Dedicated IP addresses

CONTRACT NO. 07-394A-AC  
NETWORK SERVICES  
PROPOSAL REPLY SECTION

Proposals must include all exceptions to the specifications contained in this RFP. Failure to provide any exception could result in the proposal being considered non-responsive.

	Exceptions to Specifications
Paragraph # and page #	

**Note:** use additional pages as necessary.

## **GOVERNMENT SUPPORT SERVICES**

### **DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions shall apply and are part of each contract. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

## **DEFINITIONS**

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

**STATE**: The State of Delaware

**AGENCY**: Contracting State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**BID INVITATION**: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

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

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

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

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

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

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

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

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

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

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal may be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Destination Freight Prepaid and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts shall be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed package, and must bear on the outside the name and address of the bidder as well as the contract number. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below.

State of Delaware  
Office of Management and Budget  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904

All proposals shall be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening shall be returned unopened.

11. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

12. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

13. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

14. **DISQUALIFICATION OF BIDDERS:**

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

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings shall be cause for disqualification.

## **SECTION B - AWARD AND EXECUTION OF CONTRACT**

### 1. **CONSIDERATION OF BIDS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for 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.

### 2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder 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.

### 3. **AWARD OF CONTRACT:**

Within ninety days from the date of opening proposals, the contract will be awarded or the proposals rejected.

### 4. **EXECUTION OF CONTRACT:**

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

### 5. **WARRANTY:**

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

### 6. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

### 7. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

### 8. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

### 9. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.



10. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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.

11. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

## **SECTION C - GENERAL**

1. **AUTHORITY OF AGENCY:**

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

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

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

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

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

5. **EMERGENCY TERMINATION OF CONTRACT:**

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

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES in accordance with Internal Revenue Code Section 4253 ( I ), no tax shall be imposed under Section 4251 upon any payment received for services, or facilities furnished to the government of any state, or any political subdivision thereof, or the District of Columbia.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. 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 contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

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

8. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders or credit card information to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

## SECTION D - EQUAL OPPORTUNITY

### 1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, 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 contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 11/28/05

**State of Delaware Minority and Women Business Enterprise Application**

*All completed applications must be returned with the appropriate requested documents listed.*

**Type or Print Clearly**

*If you require assistance completing this form call (302) 739-4206.*

**1. Federal Employee Identification Number:** (EIN) \_\_\_\_\_

**Social Security Number:** (If no EIN) \_\_\_\_\_

**2. Name of Business** \_\_\_\_\_

Street Address of Business: (P.O. Box alone is not acceptable) \_\_\_\_\_

\_\_\_\_\_

County: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

**3. Contact Person:** \_\_\_\_\_ Title: \_\_\_\_\_

*(Materials will be mailed in the name of the Contact Person to the Business Address)*

Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**4. To qualify as a M/WBE, the business must be least 51% owned, controlled and actively managed by owners of one or more of the following ethnic groups: (Indicate percent of ownership)**

Minority Business Enterprise

Woman Business Enterprise

\_\_\_\_\_ % African American

\_\_\_\_\_ % Asian-Indian

\_\_\_\_\_ % Native Hawaiian/Polynesian

\_\_\_\_\_ % Hispanic

\_\_\_\_\_ % American Indian

\_\_\_\_\_ % Asian Pacific

\_\_\_\_\_ % Other

**5. Legal Structure of Business:** (Check one)

Sole Proprietorship

Partnership

Corporation

LLC

Other \_\_\_\_\_

\_\_\_\_\_

6. Describe in detail, what product(s) and/or service(s) your firm provides. Attach additional page(s) and/or the company's catalog.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Five digit North American Industry Classification System (NAICS) Code(s):  
(To assist you in determining your NAICS Code(s) go to [www.logisticsworld.com](http://www.logisticsworld.com))

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

8. Date firm was established: Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

9. Date current primary owner acquired controlling interest in firm: Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

10. Date incorporated (if firm is a corporation): Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

11. Dates of corporation amendments (if firm is a corporation): \_\_\_\_/\_\_\_\_/\_\_\_\_; \_\_\_\_/\_\_\_\_/\_\_\_\_

12. List the three largest or principal customers/accounts/contracts/projects:

Name of Company	Address, City, State	Phone/Fax
-----------------	----------------------	-----------

a.	_____	_____
b.	_____	_____
c.	_____	_____

13. Is the Business certified as a M/W/BE with any other certifying agency?

\* If you answer yes to this question and are certified through any other certifying entity, please enclose a copy of your certification, and complete the Affidavit on page #6.

No       Yes

Name	Date Certified	Expiration Date
------	----------------	-----------------

a.	_____	_____
b.	_____	_____
c.	_____	_____

**14. Identify persons or firms who provide Accounting, Legal and Banking services:**

**Accountant:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

Address: \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Attorney:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

Address: \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Bank:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

Address: \_\_\_\_\_ **Phone:** \_\_\_\_\_

**15. If the business is a corporation or LLC, please list the following information:**

a. Total shares authorized: \_\_\_\_\_

b. Total shares issued to date: \_\_\_\_\_

c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents?

No       Yes *(If yes, please explain)*

\_\_\_\_\_

\_\_\_\_\_

**16. List the current Board of Directors. (If additional space is required, submit an attached sheet)**

Name	Title	Ethnicity	Gender	Appointment Date
a. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
b. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
c. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
d. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____

**17. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?**

No       Yes *(If yes, identify below)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**18. List names and titles of primary persons who perform the following functions:**

Estimating: \_\_\_\_\_

Marketing & Sales: \_\_\_\_\_

Hiring/Firing: \_\_\_\_\_

Purchase of major items: \_\_\_\_\_

Office management and administration: \_\_\_\_\_

Financial: \_\_\_\_\_

**19. Provide the following ownership information for all owners.**

**Owner's Name:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Sex:  M  F Ethnic Group: \_\_\_\_\_

Ownership is by:  An Individual Person  Other (*Describe Other*) \_\_\_\_\_

Date of Initial Ownership: \_\_\_\_\_ (Date) % Ownership: \_\_\_\_\_ %

Number of Shares Owned: \_\_\_\_\_ U.S. Citizen:  No  Yes

**20. Provide the following ownership information for all owners.**

**Owner's Name:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Sex:  M  F Ethnic Group: \_\_\_\_\_

Ownership is by:  An Individual Person  Other (*Describe Other*) \_\_\_\_\_

Date of Initial Ownership: \_\_\_\_\_ (Date) % Ownership: \_\_\_\_\_ %

Number of Shares Owned: \_\_\_\_\_ U.S. Citizen:  No  Yes

**21. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (*check one*)**

No  Yes

**22. How did you hear about the Office of Minority and Women Business Enterprise:**

\_\_\_\_\_



## DOCUMENT REQUEST CHECKLIST

- **To be sure you have provided all requested information, please mark “x” on the items you have submitted.**
- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the Certification process.**
- **Certification generally takes 4 to 6 weeks.**
- **An on-site visit.** *(The M/WBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received.)*

### **A. ALL BUSINESSES**

- Notarized Minority and Women Business Enterprise Affidavit form
- Birth Certificate or Green Card or Passport or Tribal Memberships, etc.
- Business Tax Returns for the past year
- Relevant business licenses and permits.

### **B. Partnerships Only**

- Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements.

### **C. Corporations and Limited Liability Corporations Only**

- Articles of Incorporation with all amendments.
- Minutes of the last annual shareholders meeting.
- By-laws and By-law Amendments.
- Copy of most recent Stock Ledger.

**State of Delaware Minority and Women Business Enterprise Affidavit**

Hereafter, "the Business" refers to

\_\_\_\_\_  
Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware Statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the M/WBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the M/WBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

\_\_\_\_\_  
Type or Print Name of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

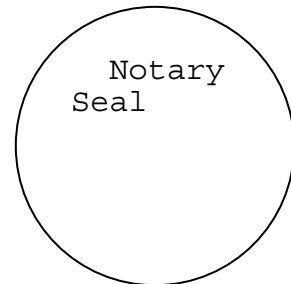
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ a.d.  
Month, Year

Signed \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE

County of \_\_\_\_\_

State \_\_\_\_\_

My Commission Expires \_\_\_\_\_  
Date



## DELAWARE CERTIFICATION GUIDELINES AND INFORMATION

### PURPOSE:

To increase the opportunity for minority firms to sell their products and services to the State of Delaware. These tasks support the continued growth and vitality of businesses to ensure a level playing field.

### CERTIFICATION APPLICATION

The following is the application for Minority and Women Business Enterprise (M/WBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

**Questions that do not apply to your firm should be marked N/A in the space provided.**

On page 5 is the checklist of specific documents pertinent to the business that must be submitted along with the application. Please include these documents to avoid processing delays. If you have additional documentation that will show your business is eligible for certification, attach it to your application.

The Affidavit on page 6 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please be prepared to provide access to your business facilities and key personnel during the review.

Please return the completed application with signature and required notarization to the address below:

**Office of Management and Budget  
Office of Minority and Women  
Business Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901**

**Phone: (302) 739-4206**

**Fax: (302) 739-5661**

**Website: [www.state.de.us/omwbe](http://www.state.de.us/omwbe)**

### MINORITY AND WOMEN BUSINESS DEFINITION

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority group members who are United States citizens or persons lawfully admitted to the United States for permanent residence. The business must currently be performing a useful function.

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the state. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice. A minority group member is one of the following:

- a. **AMERICAN INDIAN** means a person who is enrolled as a member of federally recognized American Indian tribe or band, and who possesses documentation of at least one-fourth American Indian ancestry, and documentation of tribal recognition as an American Indian;
- b. **ASIAN-INDIAN** means a person whose ancestors originated in India, Pakistan or Bangladesh;
- c. **AFRICAN AMERICAN** means a person whose ancestors originated in any of the black racial groups of Africa;
- d. **HISPANIC** means a person of any race whose ancestors originated in Mexico, Puerto Rico, Cuba, Central America or South America or whose cultural origin is Spanish;
- e. **ASIAN-PACIFIC** means a person whose ancestors originated in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas;
- f. **NATIVE HAWAIIANS AND POLYNESIANS**;
- g. **ESKIMOS**

## OWNERSHIP AND CONTROL

### “Owned and controlled” means:

- A. A sole proprietorship legitimately owned by and individual who is a minority person;
- B. A corporation, a limited liability corporation, a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are legitimately held by minority persons, and in which at least 51 percent of the voting interests are legitimately held by minority person.
- The minority ownership; interest in the firm must be real, substantial and continuing. Such interest may include:
  - a. A risk of loss/share of profit commensurate with the proportional ownership;
  - b. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
- A minority owner must have and exercise the authority to independently control the business. The minority owner need not be continually present to be deemed in control. Characteristics of control may include:
- Authority to sign bids and contracts
  - a. Making decisions in price negotiations;
  - b. Incurring liabilities for the firm;
  - c. Making final staffing decisions;
  - d. Policy-making; and
  - e. Making general company management decisions.
- The minority or women owners must possess the power to make to make day-to-day and long-standing decisions on matters of management, policy and operations. The firm must be under formal or informal restrictions (such as by-laws, partnership agreement, etc.) that limit authority of the minority and/or women owners to make decision and determine the future of the business. Minority or women owners must hold the highest officer position in their companies, example chief executive officer or president.
- Only those firms performing a useful business function according to custom and practice in the industry are qualified as M/WBE. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a “useful business function according to custom and practice in the industry”.
- The minority and women owners shall also possess the power to direct or cause the direction of the management and policies of the firm and make day-to-day as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged. While persons other than the owner(s) may have supervisory responsibilities within the company, ultimate supervision must rest in the hands of the minority and/or women owner.
- If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as M/WBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this

definition be considered as controlling the business.

All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a M/WBE, shall be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.

The contributions of capital or expertise by the minority and women owners to acquire their interests in the firm shall be real and substantial.

- C. A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- D. Even when the company documents support the basic certification criteria, certification can be denied if the business operations do not reflect the ownership shown on paper.
- E. a) Be a for-profit business (non-profits cannot become certified)  
b) Provide and be qualified to provide the goods and services for which it is being certified.
- F. If your business does not supply OMWBE with the required documentation for certification, in other words the application was submitted incomplete, the office will contact you by phone, fax or letter requesting required documentation.
- G. If your business is certified through another certifying organization such as the Department of Transportation, you only need to complete #'s 1-7 and #13 on the Delaware Certification Application and in addition, complete the Affidavit on page 6. You must also attach a copy of your certification and mail all documents to the OMWBE.

#### **BENEFITS:**

- Certified minority-owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

#### **ELIGIBILITY:**

A minority and women owned business (sole proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- Belong to a minority group: Native American, Black, Hispanic, Asian Indian, Asian Pacific, Eskimo or Native Hawaiian;
- At least 51 percent owned, controlled and actively managed by minority group members or by women;
- Serving a "useful business function" and have customers other than the State of Delaware.

#### **HOW TO APPLY:**

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206.
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

#### **WHERE TO APPLY:**

Submit completed applications to:

Office of Management and Budget  
Office of Minority and Women Business  
Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901  
(302) 739-4206  
<http://www.state.de.us/omwbe>