

State of Delaware  
**COPIERS & MULTI - FUNCTION PRINTERS**

Request for Proposal  
Contract No. -GSS-MU-08-091-VM

*January 16, 2008*

**- Deadline to Respond -  
Tuesday, February 19, 2008  
1:00 P.M. EST**

January 23, 2008

**CONTRACT NO. -GSS-MU-08-091-VM**

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for COPIERS and MULTI-FUNCTION PRINTERS. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. -GSS-MU-08-091-VM

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 3 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

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 **Tuesday February 19, 2008 at 1:00 p.m. EST** to be considered.

**Proposals shall be submitted to:**

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

A mandatory pre-bid meeting has been scheduled for Thursday, **February 7, 2008 at 1:00 p.m.**, in the Director's Conference Room, located at Government Support Services, 100 Enterprise Place, Suite 4, Dover, Delaware. **This is a mandatory meeting.** If an offeror does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

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 VICKI L. MACKLIN at 302-857-4553.

VLM  
P:08091RFP

REQUEST FOR PROPOSAL  
CONTRACT NO. GSS-MU-08-091-VM  
COPIERS AND MULTI-FUNCTION PRINTERS  
SPECIAL PROVISIONS

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Director, Office of Management and Budget, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover Copier requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. **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.

4. **CONTRACT PERIOD:**

Each contractor's contract shall be valid for a Three year period from April 15, 2008 through April 14, 2011. Each contract may be renewed for 2 optional one year 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. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, Government Support Services reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

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Government Support Services

5. **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 required.
- 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.

Vendors are asked to submit proposals for three (3) different pricing options:

- Option A is an all inclusive 36 month operating lease,
- Option B is an initial purchase with a 36 month maintenance charge and
- Option C allows the agency to rent on a month to month basis.

6. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, 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.

7. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid. All prices bid shall be firm F.O.B. destination and shall include all costs; and not be subject to increase under the following restrictions:

- Walk-up copiers 3 years, copier/printers 3 years,
- Multi functional equipment 4 years, copy center copiers 5 years.
- Each contract starts from the date of installation and acceptance by the Agency.
- For Categories 1 and 2, (walk up and copier printer), prices must be indicated in the spaces provided on the Price Sheets.

8. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

9. **BID BOND REQUIREMENT:**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT:**

A. Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Government Support Services with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Government Support Services Bond Form.

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11. **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.
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.: GSS-MU-08-091-SD**  
**State of Delaware**  
**100 Enterprise Place, Suite 4**  
**Dover, DE 19904**

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

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12. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish Government Support Services 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 this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

13. **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.

14. **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 product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. **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.

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16. **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 revolves around our ability to convey accurate and realistic information to all interested bidders.

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 to be followed is 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. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

**The report shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code.**





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17. **BUSINESS REFERENCES:** ( Incumbent Excluded)

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.

18. **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.

ALL ORDERING AGENCIES MUST contact the Printing and Publishing Office to acquire copier(s).

The awarded vendor(s) must direct all State agencies requesting copier(s) placements to the Printing and Publishing Office (PPO).

COPIER MANAGEMENT PROGRAM  
ATTN: MARK STEWART  
STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
CARVEL STATE BUILDING – 4<sup>th</sup> FLOOR  
820 N. FRENCH STREET  
WILMINGTON, DE 19801  
TELEPHONE: 302-577-5093  
FAX: 302-577-5096  
Mark.stewart@state.de.us

The State Contract Copier Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers.

- The State Contract Copier Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract.
- The State Contract Copier Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.
- The Publishing and Printing Office is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.
- All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager and the **Publishing and Printing Officer's (PPO), who must approve for placement of such equipment being purchased.**

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Copier Resource Management is a program designed to ensure State agencies' copier placements are the correct size and price with the proper customer application. The program stays abreast of the latest copier and printing technologies in order to provide State agencies with the most efficient and quality copier service available.

19. **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.

20. **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 and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

21. **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. The Awarded vendor(s) shall submit their **W-9** with the executed contract form.

22. **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 authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A 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).

23. **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 Non performance of work.

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24. **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.

25. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

26. **LIFE CYCLE COST ANALYSIS:** (see Appendix A)

If applicable, the specifications contained within this RFP have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

All Bidders must demonstrate through cost analysis, all cost associated with purchasing a copier with maintenance included, the cost of ownership for the life of the Copier. (Buyer life cycle of 6 years)

27. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

28. **METHOD OF PAYMENT:**

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

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

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

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29. **TERMINATION OF P.O.'s:**

- a. 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.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

30. **CHANGES:**

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.

31. **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.

32. **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.

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33. **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.

34. **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.

35. **COVENANT AGAINST CONTINGENT FEES:**

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

36. **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.

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37. **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.

38. **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.

39. **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.

40. **AMENDMENTS:**

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

41. **SUBCONTRACTS:**

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

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

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42. **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.

43. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

44. **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

45. **ASSIGNMENT:**

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

46. **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.

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47. **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 five (5) 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.

48. **STATES' 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.

49. **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.

50. **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 [gss.omb.delaware.gov](http://gss.omb.delaware.gov). 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.

51. **EXCEPTIONS TO THE RFP:**

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



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52. **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.
- 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.

53. **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.

54. **SOLICITATION OF STATE EMPLOYEES**

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

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

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55. **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.

56. **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.

57. **PENALTIES**

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

***In order to satisfactorily adjust the damages which the State of Delaware may suffer on account of the contractor's failure to deliver equipment and supplies according to the delivery requirements set forth herein (the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such failure), the contractor hereby covenants and agrees to pay the State of Delaware , for liquidated damages, without proof of actual or specific loss as stated below:***

**Fair market value lease - 1/15<sup>th</sup> of the monthly base fair market value lease charge for each day, beginning with the forty-sixth (46<sup>th</sup>) day, until delivery.**

**Purchase - 1/2 of 1% of the purchase price per day beginning with the forty-sixth (46) day, until delivery.**

***Any charges assessed shall be deducted from the contractor's payment.***

58. **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.

59. **WORK PRODUCT**

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

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60. **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.

61. **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 VII.A regarding multiple source contracting.

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61. **MULTI-VENDOR SOLUTIONS (JOINT VENTURES): (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.

62. **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.

63. **PRODUCTION ENVIRONMENT REQUIREMENTS**

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

64. **BROCHURES:**

The bidder **MUST** furnish with each copy of the proposal, the manufacture's latest printed brochure which contains **complete** specifications for each machine model bid, to enable Government Support Services and the evaluation committee to compare and determine if the copier offered complies with the intent of the attached specifications. The proposal will be considered non-responsive if six (6) copies are not submitted with the proposal.

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65. **AUTHORIZED DEALER AND CERTIFICATION:**

Contractor must be an authorized dealer for the manufacturer that they are bidding. All bidders submitting a bid proposal in response to this RFP who are not an original equipment manufacturer (OEM) or who do not supply equipment manufactured under their own name must submit written certification from each manufacturer represented in their proposal, stating they are an authorized dealer for at least the geographic areas in the State of Delaware the bidder is proposing to service.

- The certification shall be on the official letterhead of the respective manufacturer(s) and signed by a responsible official of that company. **You must supply a copy of the authorized dealer's certification with the bid, in order for your bid to be considered responsive.**
- Certification letters received in response to this requirement cannot be withdrawn by the manufacturer/dealer once accepted by the State. The Director reserves the right to accept or reject any requests for withdrawal of certification letters. The manufacturer's letter of certification shall be dated and identify the bid identification number and the bidder.
- Responsible official is defined as that company official who has the required authority to commit, obligate and bind the manufacturer financially. Memos or undated letters will not be acceptable.
- Dealer/Distributors should submit bids only when the manufacturer they are representing are not bidding directly. If the manufacturer is bidding directly it is not necessary for dealer/distributor to bid directly. It is the dealer/distributors responsibility to make sure their name is submitted by the manufacturers who are bidding. If you are submitting a bid as a dealer/distributor, you are required to submit a letter for each manufacturer's product line you bid, stating if for any reason you as a contractor fail to live up to your Contractual Agreement, the manufacturer will then be responsible for the remaining portion of the contract as written.
- **DEALER LISTING (MANDATORY SUBMITTAL)**
  - If an OEM Contractor intends to use a dealer network to install and service equipment, it must state so in its bid and supply a list of dealers with the bid or within three (3) business days of such a request.
    - The State may approve each dealer depending on its track record with the State.
    - Any future additions or modifications to the list will require State notification and approval.
    - All dealers must be registered with the State Division of Revenue.
- If a manufacturer is bidding directly, the manufacturer can direct all purchase orders to them and it will be the manufacturer's option to fulfill the order or channel that responsibility to a dealer/distributor. In this option all billing and payments will be directed/received by the manufacturer.

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66. **CONTRACTORS RESPONSIBILITIES**

- The bidders who are awarded contracts resulting from this RFP, assumes total responsibility for the following:
- Proposal submission in response to agency requests.
- Delivery and installation of all copiers ordered.
- A minimum stocking level subject to inspection by the State.
- Submission of Invoices under Contractor's name in compliance with the contract.

**Note:** These responsibilities cannot be assumed by a subcontractor employed by the Contractor (bidder). The Contractor is responsible for the actions and quality of work performed by any of its subcontractors and any dealings in connection with this contract award will be between the State and the Contractor only as stipulated in Paragraph 42 of the Standard Terms and Conditions of the Contract. Subcontracting to dealers by the Contractor to install equipment or provide maintenance is not permitted without written notification and approval of the subcontractor by the State.

67. **QUANTITIES**

The Director reserves the right to order any quantity of copiers necessary to meet the Using Agency's requirements. No guarantee is made by the Director to place any number of copiers from any bidder as a result of any price agreement offered by the bidder and approved by the State. For bidding purposes, it is estimated that the total amount of contract(s) entered into as a result of this proposal shall be \$500,000.00 annually for Delaware State Agencies. The State will not be bound by any maximum or minimum. The State reserves the right to bid individual requirements separate from any contract(s) resulting from this bid if deemed to be in the State's best interest.

68. **COVERAGE:**

The awarded vendor (s) must be able to supply statewide delivery and maintenance support.

69. **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 Instruction

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70. **TAX EXEMPTION:**

Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted, nor added to any invoice associated with a purchase made under the resulting agreement.

71. **TRAINING:**

- Supplier is required to provide appropriate initial training to casual users and key operators at no additional cost to the state, when the copier(s) are first placed.
- The vendor shall insure this training is comprehensive enough in length and depth, where it would be reasonable to assume that any person should have the basic knowledge to operate the machine after receiving this training.
- Agencies and school districts shall designate a key operator who can provide additional training to causal users, if required.
- Advanced training will be on an as requested basis from the agency.
- Advanced training may be required by the State due to personnel turnover, introduction of new products, etc. at no extra charge to the State.
- Training should also include I.T. functions relating to customer support on additional "Add-Ons", i.e. Network print kits, or Mopiers.

72. **CONFIDENTIALITY AND DATA INTEGRITY:**

The State of Delaware, 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 specifically 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 STATEMENT, (Attachment 1)**, and is made part of this addendum.

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73. **COPIER IDENTIFICATION:**

- Supplier is required to provide with each unit placed in the State a readily visible label indicating the owner of the equipment (i.e. State/Dept./Div., Vendor, Leasing Company, etc.);
- Location (building, floor, room no.);
- Name of agency contact for unit;
- Phone numbers to obtain help, supplies, and maintenance; and
- Model number and serial number.

74. **COPIER RESOURCE MANAGEMENT PROGRAM ADMINISTRATION:**

*Title 29, Chapter 6308A (i) states Government Support Services shall provide graphics and printing services, including but not limited to, printing, duplicating, photography, and photocopying to all agencies under the Executive Department. If appropriate, the Director of Government Support Services may award a contract in accordance with Chapter 69 of this title. The awarded vendor(s) must provide a copy of each and every proposal made to any State agency. **This copy must be presented to the State Contract Copier Manager for review and is sent to the ordering agency by PPO. Send all proposals to:***

COPIER MANAGEMENT PROGRAM  
ATTN: MARK STEWART  
STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
CARVEL STATE BUILDING - 3RD FLOOR  
820 N. FRENCH STREET  
WILMINGTON, DE 19801  
302-577-5093 (office)  
302-577-5096 (fax)

*Through Epilog language in the Budget Act, the Governor and Legislature recognize the importance of copier management and have given the Office of Management and Budget the authority to approve the acquisition of copiers placed in all agencies under the Executive Department. The Department has delegated this responsibility to the Government Support Services, whose goal is to offer copier management and consultation services to all State agencies. **In addition, cabinet secretaries have signed agreements which give Government Support Services the authority to approve all copier placements in the following Departments: Services for Children, Youth and their Families; Natural Resources and Environmental Control; and Labor.***



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74. **COPIER RESOURCE MANAGEMENT PROGRAM ADMINISTRATION:** (continued)

Government Support Services acquires and places copiers in numerous GSS Business Centers. **(See list on following pages)**. All billings for these acquisitions will be charged to one open-end (blanket) purchase order issued by the Government Support Services to each Contractor for the duration of this contract. All placements by Government Support Services will be referenced to this purchase order throughout the term of this Contract. A new open-end purchase order will be issued each fiscal year.

75. **STATE CONTRACT COPIER MANAGER**

The State Contract Copier Manager is the State employee responsible for the overall management and Administration of the contract. The State Contract Copier Manager for this project has been identified at the time of this RFP and updated as changes are made. At that time, the contractor will be provided with the State Contract Manger name, department, division, agency, address, telephone number, fax phone number, and email address. **You will need the Publishing and Printing Officer's (PPO) approval for placement of such equipment. The Officer for PPO is currently Rebecca Lovin**, for this project. At the time of the Award of this RFP, the contractor will be provided with the PPO 's name, department, division, agency, address, telephone number, fax phone number, and email address.

76. **STATE CONTRACT COPIER MANAGER RESPONSIBILITIES**

The State Contact Copier Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers.

- The State Contract Copier Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract.
- The State Contract Copier Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.
- The Publishing and Printing Office is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.
- All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager and the **Publishing and Printing Officer's (PPO), who must approve for placement of such equipment being purchased.**

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**77. OTHER DUTIES OF THE STATE CONTRACT COPIER MANAGER**

The State Contract Copier Managers shall have the following additional duties:

- If the State Contract Copier Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Copier Manager shall file a formal complaint with Government Support Services, and request that office to assist in the resolution the contract performance problem with the contractor.
- The Contract Officer is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the State.
- The State Contract Copier Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- The State Contract Copier Manager is responsible for completion of the Project Performance Assessment Form for submission to the Contract Officer of Government Support Services, and shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.
- The State Contract Copier Manager is responsible for submitting the Contractor final deliverables to the Contract Officer of Government Support Services. The State Contract Copier Manager is also responsible to formally report, to Government Support Services, Contract Officer, using the Corrective Action Report (CAR), all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

**78. COORDINATION WITH THE STATE CONTRACT COPIER MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Copier Manager for resolution.

- Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager.
- The contractor may contact the State Contract Copier Manager if the contractor can not resolve a dispute with contract users.

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79. CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 90 days beyond the expiration date of the contract.

- Upon award of the contract, the contractor shall work with the state and any other organizations designated by the state to insure an orderly transition of services and responsibilities from existing contract(s), which are either expiring or which contain volume purchase agreements, to insure the continuity of those services required by the state agency.
- The contractor must provide all required hardware and software upon the effective date of the contract. However, applicable services required by the contract shall begin at the earliest possible date following the start date of the contract. This is done in an effort to give the contractor the opportunity to work with the state in the "start-up" of the services.
- The contractor must make all remaining services available within two (2) months of the date of contract award, unless otherwise authorized by the state.
- Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state, if requested in writing.

**The contractor shall provide and/or perform any or all of the following responsibilities:**

- The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state and/or to the state's designee within five (5) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

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80. **CONTRACTOR FORMS:**

Any contractor forms used in conjunction with this contract is for contractor's use and convenience only and does not obligate the State to additional terms and conditions. Additional buildings may be added during the duration of the contract term with same terms and conditions.

**State Buildings Managed by the Office of Management and Budget**

<u>BUILDING</u>	<u>LOCATION</u>
1. Agriculture Bldg.	Dover
2. Amoco Bldg.	New Castle
3. Carvel State Office Bldg.	Wilmington
4. Credit Union/Capitol Police Bldg.	Dover
5. Daniel L. Hermann Courthouse	Wilmington
6. DAST Bldg.	Dover
7. Delaware Development Office	Dover
8. Dept. of Transportation Sign Shop	Dover
9. DeVallinger Hall of Records	Dover
10. Div. of Purchasing Warehouse	Delaware City
11. Div. of Purchasing Adm. Bldg.	Delaware City
12. Facilities Management Maint. Bldg.	Dover
13. Fleet Management Bldg.	Dover
14. Hall House	Dover
15. Highway Administration Bldg.	Dover
16. J.P. Court 9	Townsend
17. Jesse Cooper Bldg.	Dover
18. Justice of Peace Ct. # 8	Smyrna
19. Justice of Peace Ct. # 5	Milford
20. Justice of Peace Ct. # 7 & # 16	Dover
21. Justice of Peace Ct. # 4 & # 19	Seaford
22. Justice of Peace Ct. # 3 & # 17	Georgetown
23. Justice of Peace Ct. # 10 & # 12	Wilmington
24. Kent County Inspection Lane	Dover
25. Kent County Family Court Bldg.	Dover
26. Kirk Bldg.	Dover
27. Legislative Hall	Dover
28. Margaret O'Neill Bldg.	Dover
29. Murphy House	Dover
30. N.C.C. Family Court Bldg.	Wilmington
31. N.C.C. Inspection Lane	New Castle
32. Old State House Bldg.	Dover
33. Preschool Youth & Diagnostic Ctr.	Dover
34. Public Safety Bldg.	Dover
35. Richardson & Robbins Bldg.	Dover

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**State Buildings Managed by the Office of Management and Budget (Continued)**

	<b><u>BUILDING</u></b>	<b><u>LOCATION</u></b>
36.	Robert Short Bldg.	Dover
37.	Rose Cottage	Dover
38.	SABO Bldg.	Georgetown
39.	State Communications Center	Camden
40.	State Police Aviation	Dover
41.	State Police Troop # 3	Camden
42.	State Fire School	Dover
43.	State Fire Marshall's Office	Dover
44.	State Police Lab	Dover
45.	State Library	Dover
46.	State Police Headquarters	Dover
47.	State Police Garage	Dover
48.	State Bureau of Investigation	Dover
49.	State Police Academy	Dover
50.	Supreme Court Bldg.	Dover
51.	Sussex County Family Court	Georgetown
52.	Sussex County Fire Marshall Office	Georgetown
53.	Sussex County Courthouse Annex	Georgetown
54.	Sussex County Court House	Georgetown
55.	Sussex County Dept. of Elections	Georgetown
56.	Sussex County Inspection Lane	Georgetown
57.	Sussex County Fire Training Complex	Georgetown
58.	Swell Biggs Museum	Dover
59.	Sykes Bldg.	Dover
60.	Tatnall Bldg.	Dover
61.	Thomas Collins Bldg.	Dover
62.	Townsend Bldg.	Dover
63.	Underground Vault	Dover
64.	W.A.R. Bldg.	Dover
65.	William Penn Bldg.	Dover
66.	Williams Service Center	Dover
67.	Wilmington Inspection Lane	Wilmington
68.	Woodburn/Governor's House	Dover
69.	Department of Corrections - All counties, see Exhibit A for Procedures.	

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81. **EQUIPMENT:**

Only new equipment shall be placed in governmental entities using this contract. All copiers placed must be current models of the latest manufacture, with 100% new parts. No discontinued, refurbished, rebuilt or remanufactured machines will be placed. Energy Star Compliance is required for all equipment.

82. **RESPONSE TIME:**

Each supplier must have on-site response time of four (4) working hours or less. For machines that are down longer than sixteen (16) working hours, loaner machines (replaced like-for-like) must be in place on the 3rd working day until the original machine is repaired and reinstalled.

83. **MAINTENANCE:**

Supplier's standard maintenance program is acceptable. In addition, maintenance is defined as acceptable work performed by supplier to assure that all features of the equipment are operating per supplier's published standards.

- i. Supplier is responsible to provide all parts and labor as part of copier maintenance.
- ii. For placements in State facilities that operate 24 hours/day, 7 days/week, a 24-hour customer service/maintenance contact is required when indicated on the purchase document.
- iii. Please provide a copy of a standard maintenance agreement with this bid.
- iv. A service log will be maintained by the supplier and kept on-site as part of the copier equipment.
- v. The State will have access to this log for its use. All downtime, no matter what the cause, will be recorded on this log.

84. **DOWNTIME:**

The State reserves the right to have as an option, the equipment replaced with a like machine until repairs are made and it is returned, or the plan terminated without any financial penalty, if:

- a. Copier requires five (5) service calls or more in any given 30-day period, no matter what the percent of down time, or:
- b. The supplier, if requested by the state, will grant a credit to the State for any machine that fails to perform at an effectiveness level of 90% during any given month. The downtime for a machine is computed by dividing the machine failure downtime by the total productive time (minimum of 162.5 hours per month) per month. The credit shall be a percentage amount of the fixed monthly lease/rental/maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 100. (Examples: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly lease/rental/maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision). Downtime begins when the end user actually places the service call to the Supplier and continues until equipment repairs are completed to the satisfaction of the State. Periodic preventive maintenance, and/or user errors will not count against the down time.

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85. **ORDER CONFIRMATION:**

The supplier is required to provide a written confirmation of the order received date, order placed date, & estimated delivery date immediately upon order placement. Notice of any delivery problems is required. The confirmation must be made to the ordering agency as stated in the order.

86. **DELIVERY, INSTALLATION AND ACCEPTANCE:**

Supplier is expected to meet delivery requirements of the State as stated in the purchase document and order confirmation. In no case shall delivery and installation be greater than thirty (30) days after receipt of order, unless the ordering agency agrees in writing to an extended delivery.

- The State assumes no financial responsibility to any entity other than the Contractor, if the Contractor uses a third-party leasing company to finance the Contractor's term lease plan.
- The agency will not sign any third-party leasing documentation upon delivery, installation or acceptance.
- The Leasing Company's documents are for the convenience of the Contractor and do not commit the State to additional terms and conditions.
- Contractors shall not ship or install without a properly executed contract release.
- Notice of delivery shall be made to the state agency twenty-four (24) hours prior to delivery.
- *In order to satisfactorily adjust the damages which the State of Delaware may suffer on account of the contractor's failure to deliver equipment and supplies according to the delivery requirements set forth herein (the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such failure), the contractor hereby covenants and agrees to pay the State of Delaware, for liquidated damages, without proof of actual or specific loss as stated below:*

Fair market value lease - 1/15<sup>th</sup> of the monthly base fair market value lease charge for each day, beginning with the thirty first (31<sup>st</sup>) day, until delivery.

Purchase - ½ of 1% of the purchase price per day beginning with the thirty first (31<sup>st</sup>) day, until delivery.

- *Any charges assessed shall be deducted from the contractor's payment.*

87. **REMOVAL OF EQUIPMENT:**

No equipment may be removed without prior notification. An authorized State representative must be present during removal. All machines that are to be removed must be physically removed from the State's premises within five (5) working days from notification by the agency. **All removal charges are the responsibility of the awarded vendor.**

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88. **PRICING POLICY/OPTIONS:**

Vendors are asked to submit proposals for three (3) different pricing options:

- Option A is an all inclusive 36 month operating lease,
- Option B is an initial purchase with a 36 month maintenance charge and
- Option C allows the agency to rent on a month to month basis.

**Option A- 36 Month Operating Lease:** - "All-in" dollar amount per month for a 36 month lease period by component – with no residual or buyout obligation to the State. This includes unlimited copies, all PM and any other required maintenance, along with all supplies, including staples, but excludes paper.

The State will not accept proposals where the State is charged for a full-term worth for any add-ons that are added after the initial installation date. For clarification purposes: If during the term of a 36 month lease, an agency adds on a piece of equipment (network print kit, finisher, or by- pass tray e.g.) to the copier in month 13, the cost of the add-on, will be pro-rated for the remainder of the lease term. i.e 36 month lease term fees minus the months of placement, multiplied by the monthly fee;  $(36 - 12 = 24 \times \$5.00)$  .)

- There shall be no underutilization or overage charge when the number of copies per month falls below or above the volume range for that band.
- The State will have the options at the end of the original lease term of 36 months to extend, pursue a fair market value buy-out, or cancel with thirty (30) days written notice to the vendor.
- The contractor must notify the State agency in writing of the pending expiration of the lease ninety (90) days prior. All buyouts must be coordinated through the Office of Copier Management.
- All options added during the initial lease term shall be charged a pro-rated amount based on the remaining time period of the original lease.

**Option B- Purchase:**

1. **Purchase Price:** The price includes the basic equipment purchase price with any options selected by the ordering agency.
2. **Monthly Maintenance Charge:** (with 36 month maintenance agreement). This includes all maintenance, unlimited copies, and all supplies, including staples, but excludes paper.
3. There shall be no underutilization or overage charge when the number of copies per month falls below or above the volume range for that band.
4. The subcontractor must work with and accept payment from the State's leasing supplier, if requested.
5. Maintenance plans may be canceled with thirty (30) days written notice by the State with no further financial obligation.



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**Option C- Monthly rental:**

1. This includes the rental charge plus all maintenance, unlimited copies, and all supplies including staples, but excludes paper.
2. This option is on a month-to-month basis and may be canceled with thirty (30) days written notice by the State with no further financial obligation.

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

**I. INTRODUCTION:**

**A. PURPOSE:**

Government Support Services and other State of Delaware Agencies have a requirement for Copiers to support daily operations. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the lease purchase, purchase, delivery and installation of various Copies over the term of this Contract. This document constitutes a request for sealed proposals from prospective offerors to establish a statewide contract for the acquisition of copier-based multifunctional equipment for various state agencies located throughout the State of Delaware in accordance with the requirements and provisions stated herein.

**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 State may enter into Best and Final negotiations with those offerors 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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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:**

Six (6) copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the offeror and labeled 08-091-SD Copiers. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining Five (5) copies do not require original signatures. Five (5) hard copies of your response with one (1)CDs/ with the completed Excel and Word files must be received).

The State reserves the right to reject any proposals that are not received by this date and time.

The State reserves the right to award the proposed contract to multiple suppliers if the Head of the Agency determines that such an award is in the best interest of the State.

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 offers 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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**III. THE COMPLETED PROPOSAL INCLUDES:**

- Completed Appendix A comprises the first portion regarding pricing. Six (6) hard copies of your response with one (1) CD with the completed Excel and Word files must be received Bid Quotation Reply Section.
- Delaware Minority and Women Business Enterprise Certification Form and Guidelines (if appropriate)
- Standard Contract – Needs to contain all relevant terms that will be reviewed by legal staff of the State.
- Cover Letter – To be signed by an officer of your company.
- Non-Collusion Statement – Signed by an authorized representative of your company.

**IV. ATTACHMENTS:**

Appendix A (Pricing Grid in Excel Format). **attached, and made a part of the contract.**

**V. PREBID MEETING:**

A mandatory pre-bid meeting has been scheduled for Thursday, **February 7, 2008 at 1:00 p.m.**, in the Director's Conference Room, located at Government Support Services, 100 Enterprise Place, Suite 4, Dover, Delaware. **This is a mandatory meeting.** If an offeror does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

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**VI. ADDITIONAL GUIDELINES:**

- No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement (except as described in this RFP or mutually agreed upon in writing)
- Write your company name on the label of the diskettes
- **Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored. The excel grids will be locked so that data can be input but format changes can not be made**
- Save your changes under the same filename. Print hard copies of each spreadsheet to accompany your bid.
- If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.
- Enter all information directly into the relevant Excel spreadsheet cells in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as “7.90”.) Prices must be: In US Dollars; Valid for a minimum of **90 days** from the date of submission
- Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no bid”.

**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 offers 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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**VII. SCOPE OF WORK:**

**A. OVERVIEW:**

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Copiers for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company as described herein.

**HIGHLIGHTS OF THIS PROCUREMENT**

- Equipment requirements ARE SPECIFIED for various monthly speed/volume ranges.
- THE BID DOES NOT INCLUDE COLOR COPIERS OR ENGINEERING COPIERS. Platen based copiers are the only ones acceptable.
- Primary and Secondary Awards will be made in speed bands one through eight for Walk Up Copiers and Copier/Printers.
- Awards by brand/make, model and configuration will be made for Copy Center Copiers and Multi Functional devices
- The recommended copy volume at the beginning of each speed band is also the guaranteed minimum.
- The primary vendor will be required to maintain minimum stocking levels of equipment at all times. e.g. (5 per speed band.)
- The delivery time frame is 30 calendar days. (ARO).
- The multi function section will include scanning, faxing and networking capabilities.
- Equipment considered for award shall be defined as Copier Equipment and listed accessories, utilizing digital technology.

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**VII. SCOPE OF WORK:** (continued)

**The copier-based multifunction device must be a new business class model in current production. Models not approved for general mainstream production and delivery shall not be acceptable. Used, remanufactured to like new condition by the original manufacturer, or third party reconditioned equipment shall not be accepted.**

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**

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Suppliers	January 28 through February 19, 2008
Mandatory Pre-bid Meeting	February 7, 2008, 2:00 PM
Written Questions due	No later than February 12, 2008
Written Answers Distributed	No later than February 15, 2008
Proposals due (including pricing and signed non-collusion statement, signed cover letter, sample reports, paper color swatches if bid on	No later than 1:00PM, (EST) February 19, 2008
Public Proposal Opening	1:00PM (EST) February 19, 2008
Proposal Evaluation	No later than February 28, 2008
Supplier Best and Final Discussions/Demonstrations, as required	No later than March 7, 2008
Supplier (s) Selection	No later than March 31, 2008

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**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.

**ELECTRONIC QUESTION AND ANSWER PERIOD**

It is the policy of Government Support Service to accept questions and inquiries from all potential bidders electronically via email. Submit your question to Vicki Macklin at [vicki.macklin@state.de.us](mailto:vicki.macklin@state.de.us) or faxed to Vicki Macklin at (302) 739-3779, and must be received on or before 1:00 PM, February 12, 2008.

- All questions will be answered in writing and posted on the Government Support Services Website by February 15, 2008. Inquiries should make specific reference to the sections and page numbers from this RFP where applicable.
- After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to Vicki Macklin.
- Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

**QUESTION PROTOCOL:**

- Questions should be addressed in writing via the procedure set forth above.
- Questions should be directed to the RFP by the writer and questions should be asked in consecutive order, from beginning to end, following the organization of the RFP.
- Each question should begin by referencing the RFP page number and section number to which it relates.
- Answers to electronic questions will be posted to addenda on the Government Support Service Website under Solicitations at [www.gss.omb.delaware.gov](http://www.gss.omb.delaware.gov).
- Bidders shall not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

**CUT-OFF DATE FOR QUESTIONS AND INQUIRIES:**

- The cut-off date for submission of electronic questions will be on or before 1:00 P.M., February 12, 2008.
- While all questions will be entertained at the **Mandatory** Pre-Bid Conference, it is strongly urged that questions be submitted electronically as set forth above. It is requested that vendors having long, complex or multiple part questions submit them as far in advance of the **Mandatory** Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the **Mandatory** Pre-Bid Conference.
- All questions at the **Mandatory** Pre-Bid Conference will be answered and posted on the Government Support Service Website at [www.gss.omb.delaware.gov](http://www.gss.omb.delaware.gov).
- Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.



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**D. DEFINITIONS:**

**Joint Venture** - An agreement where two firms partner to respond to an RFP as a prime contractor, neither is a subcontractor of the other, and both agree to be responsible for performance.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of Delaware

**Using Agency[ies]**- The entity[ies] for which Government Support Services has issued this RFP.

**CONTRACT SPECIFIC DEFINITION:**

- **Buyer's Lab Reports** – The seasonally issued publications compiled by Buyer's Lab Inc., Hackensack, NJ. to be used for research and verification for copier-based products.
- **Platen Based Copiers** – The glass exposure area on a copier which is used as the main pass-through area of originals. Used to create copies on a walk-up copier.
- **"Add-On"** - Any options of equipment or parts that are additional to the Copier purchased or leased during the lease term agreement or after the initial purchase of the Copier, i.e. Network print kits, or Mopier.
- **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- **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.
- **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

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**VIII. 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. The intent though is to award this contract to one (1) offeror.

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 § 17 – Special Provisions).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Describe the methodology/approach used for this project including a work plan and time line.
- Financial Records, Financial information (balance sheets and income statements) for the past three years. All vendors, including those classified as public or private entities, are required to provide, as part of the submitted proposal response, appropriate copies of all financial requirements listed below, banking references, and auditing firm information. Additionally vendors, assuming financial responsibility for its subcontractors, must attach an authorizing letter stating the Vendor accepts all financial responsibility and liability for the subcontractors listed. Subcontractors referenced in the Contractors letter are not required to submit financial records.

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C. REQUIREMENTS OF THE OFFEROR: (continued)

Last three (3) fiscal years **audited financial reports**, specifically the Income Statements and Balance Sheets, with certification by an independent auditor, OR copies of the Contractor's published Annual Report for 2002, 2003, 2004, and/or 2005. Contractor's Form 10K is **not** an acceptable substitute for the requested financial reports.

**Federal Bankruptcy Proceedings** – submit a description of any bankruptcy proceedings, including filing date, chapter type, and disposition, as filed by the Contractor or their subsidiaries, suppliers / subcontractors, or manufacturers from whom products and/or services will be provided to Members

**Mergers, Buyout or Acquisitions** – identify, to the best of your knowledge, whether the company or Contractor's subcontractors are currently under consideration for either mergers, buyouts or acquisitions that would directly impact any agreement with the State and describe

D. CRITERIA AND SCORING :

Review Committee members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members. Although the state's preference is to sole award this contract, multi-awards may be made according to band or other criteria should the leading proposal not be competitive in one or more particular areas, all other things being equal. Therefore, offerors are encouraged to price aggressively for each component of the cost evaluation.

## EVALUATION CRITERIA

<b>EVALUATION CRITERIA</b>	(Possible) <b>POINTS</b>
1. The qualifications and experience of the persons to be assigned to the project.	20
2. Number of Technicians to meet the State of Delaware's needs for PM and other services.	30
3. The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel and other resources. Customer Service, i.e. billing experience of past performance.	20
4. The demonstrated experience in providing equipment/services of comparable specifications/scope and value of past performance.	75
5. The variety of Product Line and Warranty.	10
6. The background, experience, resources, reputation, financial resources and years in business and references.	10
7. The provider's location relative to the location of required services and the Service Capabilities	30
8. The price proposal/pricing structure or Total Proposed Cost.	90
9. The training plan and training facilities/staff relative to the requirements of this RFP.	10
10. The management reports and reporting requirements.	5
11. Bidder must supply a copy of the authorized dealer's certification with the bid, in order for your bid to be considered responsive Thoroughness and completeness of the proposal relative to these requirements.	15
12. The bidders are required to provide a well defined ACTION PLAN that will describe the bidders' organization and method for providing and installing copiers and providing the required maintenance of these machines as specified herein. Thoroughness and completeness of the proposal relative to the requirements.	50
13. The bidders are required to submit a comprehensive plan of action which will describe how the bidder intends to automatically replenish the supplies required by the copiers provided.	60
14. The demonstrated cost analysis, all cost associated with purchasing a copier with maintenance included, the cost of ownership for the life of the Copier.	20
15. Quality & Functionality and the Service Capabilities of the Equipment.	50
<b>TOTAL</b>	495

15 points for scoring = 495 total possible points  
Total Weight of All Criterion equals 495.

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## E. EVALUATION COMPONENTS:

### **Qualifications And Experience: 20 Points.**

Vendors are asked to supply training and/or certification the technician possess and years of experience.

### **Number Of Technicians: 30 Points**

Vendors are asked to provide the number of technicians that will be assigned specifically to the State of Delaware, the hours of operation, and plan to cover State agencies after normal business hours to meet the State of Delaware's need for preventative maintenance and other services.

### **Customer Service: 20Points**

The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel and other resources. Customer Service, i.e. billing experience of past performance. TQM (Total Quality Control Management) how will the vendor address billing matters, copier deliveries, client concerns relating to network support for IT, ease of transformation as it relates to copier deliveries, and set-up. Copiers delivered within the allotted 30 day term. Vendor's willingness to address complex customer services issues: (example: copier repairs conducted at the clients office is completed with regard to maintaining a professional and clean environment), the professional dress and attitude of the delivery/repair technician and the vendor willingness to exceed customer service.

### **Past Performance: 75 Points**

The demonstrated experience in providing equipment/services of comparable specifications/scope and value of past performance. Vendor's years in business, and proven ability to provide outstanding customer service.

### **Product Line and Warranty: 10 Points**

Can the vendor provide quick product placement and address emergency placement for a copier. What support does the vendor have as it relates to copier loaner program for copiers needing replaced.

### **References: 10 Points**

The background, experience, resources, reputation, financial resources and years in business and references. The vendors experience with the State of Delaware, and other State agencies outside the State of Delaware. The financial soundness of the vendor. Vendor's number of demonstrated years in business.

### **Location: 30 Points**

The provider's location relative to the location of required services and the Service Capabilities Vendor demonstrated ability to provide full and complete coverage (copier repair, support, and delivery) to the entire State of Delaware.

### **Cost: 90 Points**

The price proposal/pricing structure or Total Proposed Cost. Is the proposal completed in its entirety.

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**Training: 10 Points**

The training plan and training facilities/staff relative to the requirements of this RFP. What assigned person (s) will be responsible for training, supports, and customer service.

**Management Reports And Reporting Requirements: 5 Points.**

Vendor ability to address and provide a listing of monthly copier placements, delivery, repairs, and pick-up of copiers.

**Thoroughness and completeness of the proposal: 15 Points**

Vendor's ability to provide supportive documentation in conjunction to proposal.

**Action Plan: 50 Points**

The vendor is asked to provide and Action Plan that will describe the bidders' organization and method for providing and installing copiers and providing the required maintenance of these machines as specified herein. Thoroughness and completeness of the proposal relative to the requirements. Vendor approach to conducting and supporting the contract as it relates to copier delivery, customer support, IT support, billing support, copier training, professional attire of technicians, and the conduct of vendor personnel.

**Automatically Replenish The Supplies Required By The Copiers Provided: 60 Points**

Vendor's plan of action for addressing toner replenishment, and staple supplies within a 12 hour turn-around time.

**Life Cycle Cost Analysis: 20 Points**

NO HIDDEN charges; full disclosure of charges, and completeness of proposal.

**Quality & Functionality and the Service Capabilities of the Equipment: 50 Points**

Copier equipment has the capacity to meet State of Delaware contractual needs.

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**General Cost Evaluation:**

*Each set of cost evaluation points for cost evaluation points shall be determined using the following formula:*

$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}}$	X	495 <i>maximum points</i>	=	Cost evaluation points
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**Cost Evaluation:** The cost evaluation shall cover the original contract period plus renewal periods. Components of the cost evaluation shall include purchase and lease costs, as well as any associated costs for maintenance and supplies. For evaluation purposes, each band shall be evaluated utilizing a quantity of one for all base units and accessories identified as part of the cost evaluation. All other accessory pricing shall be subjectively evaluated with the offeror's response to contractor service and support.

**VIII. ATTACHMENTS:**

Requirements of this RFP are shown in Appendix A, attached, and made a part of the contract

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

**INTRODUCTION:**

The State of Delaware has spent approximately \$4 million on the purchase, lease and maintenance of 762 copiers from July 9, 2005 through December 31, 2007. *Although the state's preference is to sole award this contract, multi-awards may be made according to band or other criteria should the leading proposal not be competitive in one or more particular areas, all other things being equal.*

**Background:**

The State of Delaware currently contracts with Toshiba Office Solutions and KDI Corporation for the fair-market value lease and outright purchase of copiers , Contract No. 05-091-AC Copiers The current contract expires April 15, 2008 and it is anticipated to be renewed for three additional one year periods to continue lease payments and maintenance and supplies for existing equipment only. The State of Delaware also contracts with Specialty Underwriters to provide an alternative insurance-based maintenance program

Both the current copier acquisition contracts, and the corresponding procurement documentation for 05-091-AC and GSS-MU-GSS-MU-08-091-VM may be viewed and printed from the Government Support Services Website located on the Internet at [www.gss.omb.delaware.gov](http://www.gss.omb.delaware.gov)

**A. CURRENT PRODUCTION EQUIPMENT - REQUIREMENTS**

Only current production copiers, available for sale or lease at the time of the bid opening date for this proposal will be considered. In order to confirm eligibility for consideration, all copiers offered must be listed in Buyers Lab Reports, and be the most current product available.

- The copier-based multifunction devices must have network printing and scanning capabilities. Faxing or "e-faxing" capabilities are desired.
- The copier-based multifunction devices must meet the following requirements:
  - *be a single, stand-alone unit. Tandem devices in order to meet the band requirements shall not be acceptable;*
  - *be all digital;*
  - *produce consistently good copy quality with complete solid area coverage and halftone reproduction;*
  - *be able to make single and multiple copies from an original with no minimum run lengths and without any waste or masters;*
  - *be capable of reduction and enlargement;*
  - *be able to copy from bound volumes; and*



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- Machines that are listed as discontinued are not to be offered, and shall not be considered. Furthermore, copiers offered must not be listed in any industry publication as discontinued while being actively marketed by the OEM.
- After award of contract, specific copiers that have been awarded that are subsequently discontinued from a manufacturer's line may be substituted upon approval by the Director of Government Support Services.
- Vendors must submit all data for new machines requested to be substituted for discontinued models.
- All pricing, terms and conditions of discontinued model will apply to new machine.
- The substituted copier must meet the same speed band requirements as the discontinued model, have the same or faster speed and contain all features of the replaced copier.
- Additional fixed accessories can be accepted at no extra cost.
- Replacement of obsolete equipment will be reviewed when requested after commencement of this contract.
- Contractors wishing to replace equipment must include documentation from the OEM stating that the model being replaced is discontinued.
- A product sales bulletin or letter from the OEM will suffice.
- The Contractor will be promptly notified of the new copier's acceptance or rejection.
- Any equipment that becomes "discontinued" during the term of the contract shall become ineligible to be placed for the remainder of the contract and must be replaced by a machine which meets the specifications of the "discontinued" unit. Discontinued units are those no longer marketed for placement by the OEM. All replacements must be approved by the State.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**B. EQUIPMENT STATUS - NEW AND REMANUFACTURED NEW ONLY**

- Copiers with an energy star rating are mandated under this bid for copiers and copier/printers in bands 1 through 10.

**NEW** copiers are those which have not been used previously and are being actively marketed by the Original Equipment Manufacturer (OEM).

**D. EQUIPMENT INTRODUCTION DATE**

Copiers in bands 1-10, including multi functional equipment having a domestic introduction date after January 1, 2007, will be accepted under this contract.

Copy center copier in bands 1-10 must have an introduction after January 1, 2007.

**E. GUARANTEES**

All copiers provided shall be in good working order and not subject to excessive remedial maintenance that will have a detrimental effect on the ability of the contract user to meet their agency goals and objectives.

**F. INSTALLATION PROCEDURES**

The Contractor shall provide the following installation service as a minimum:

- Contractor shall spot, install, and make ready to use all office photocopy equipment and accessories ordered by using agencies as part of the FOB destination delivered price in accordance with the delivery section of this RFP.
- Work shall be performed and completed during the work schedule developed with the using agency. delivery is required within 30 calendar days or less of receipt of Purchase Order or faxed copy thereof.
- The Contractor shall supply all materials and tools necessary to perform this service.
- The State will furnish suitable electric current at its expense to operate equipment. All equipment furnished should be UL listed. Any wiring and/or cabling required for copier-based multifunctional devices shall be the responsibility of the state agency.
- The Contractor shall be responsible for all safety precautions while performing the work. After all work is completed, the area shall be cleaned from any soil or waste of any nature caused by the Contractor during the performance of his service.
- The contractor shall fully install all equipment and software,(if applicable).
- The contractor shall install all equipment at the location specified by the state agency.
- The contractor shall assist state agency staff in the installation and/or configuration of required software for the operation of copier-based multifunctional devices.
- Required assistance for initial software installation shall be provided at no additional cost to the state agency. The contractor may charge for any additional software installation.
- The contractor shall remove all packing materials from the state agency work site.
- Work performed under this contract must comply with all appropriate OSHA standards.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**G. ASSOCIATED CHARGES**

The State will not pay installation charges. Any charges required must be factored into the bid prices.

- The State will not pay any removal charges.
- At the end of the contract term or the termination of this contract, it is the sole responsibility of the Contractor to remove the copier from the premises.
- Installation costs will not be incurred by the State for the same manufacturer's equipment which is removed and replaced with an upgraded or downgraded model.
- For installations that requires Mopier or Networking functionality the copier must be fully operational at time of installation, and if any additional software or support functions are needed, the Contractor is to supply support to the State of Delaware at no charge.

**H. PRORATING OF ADDITIONAL EQUIPMENT/OPTIONS (ADD-ONS):**

All options added during the initial lease term shall be charged a pro-rated amount based on the remaining time period of the original lease. The State will not accept proposals where the State is charged for a full-term worth for any add-ons that are added after the initial installation date. For clarification purposes: If during the term of a 36 month lease, an agency adds on a piece of equipment (network print kit, finisher, or by- pass tray e.g.) to the copier in month 13, the cost of the add-on, will be pro-rated for the remainder of the lease term. i.e 36 month lease term fees minus the months of placement, multiplied by the monthly fee;  $(36 - 12 = 24 \times \$5.00.)$

**I. METHOD OF OPERATION AND EQUIPMENT ACCEPTANCE BY THE STATE**

Agencies using this contract will select equipment that is most appropriate to each agency's actual needs, and according to each machine and model's performance as identified by speed bands/segments with the assistance of the State's Copier Manager. Factors will determine which equipment best suits agency needs. Factors include, but are not limited to; ease of operation, equipment performance, past experience with equipment, space requirements, décor compatibility, and diagnostics, configuration, and additional available accessories, speed and duplexing efficiency.

Delivery must be made within Thirty Calendar days of the Contractor's receipt of an order.

The Primary Contractor must provide the Using Agency contact person, notice within three (3) working days of receipt of an order whether or not it will be able to make delivery within thirty (30) days.

In the event the Primary Contractor is unable for any reason, to make delivery within thirty (30) days (ARO) after receipt of order, the State Contract Copier Manager in the State must be notified.

Failure on the part of either the Primary Contractor or the Subcontractor to notify the Using Agency and the State Copier Manager within three (3) days of receipt of an order of the inability to make delivery within thirty (30) days (ARO) after acceptance of an order, may be grounds for filing a formal complaint with Government Support Services, Contract Officer.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**J. ACCEPTANCE OF EQUIPMENT BY THE STATE**

It will be the Contractor's responsibility to ensure that the equipment is made operational within one (1) business day after delivery and producing acceptable copies.

- The effective date of billing the State shall begin when the State accepts the equipment as meeting the above conditions.
- Invoicing for all copier installations is to be made by the CONTRACTOR holding the contract and not the dealer who makes the installation or is authorized to provide service.
- Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- All invoices must bear the official contract number assigned by the Government Support Services, and reference the model number, serial number, copy usage, unit and extended price, and agency name and location.
- The contractor shall provide one master statewide account number with unique agency specific identifiers. Please elaborate on this.
- The State of Delaware does not pay state or federal taxes unless otherwise required under law or regulation.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**K. MAINTENANCE OF RECORDS/CONTRACTOR MEETINGS**

In conjunction with the standard record keeping requirements of this contract as listed in Page 7 of this RFP's Standard Terms and Conditions, Contractor(s) will provide, on a monthly basis, a record of placements made under their contract award resulting from this Request for Proposal.

This information shall be provided in a columnar format which shall list the following:

- Name of the ordering agency indicating whether the ordering agency is a State agency or a political submission (non-State agency).
- Indicate as a minimum, city and zip code for each site.
- A listing of models installed including a description and/or product/model number for each
- Location listed.
- The speed band for each machine.
- The contract price line (from the RFP/contract price sheet) from where the item was ordered.
- A purchase summary showing the total quantity of each model installed with total dollar
- Amount.
- A summary of any copier transfers or changes that have occurred during the reporting month.

Submitting copies of purchase orders, confirmations or invoices for all items does not fulfill this contract requirement. Failure to provide this information in a meaningful format, as requested, may be cause or not awarding future contracts to the offending contractor. After submitting the above information the Contractor shall meet with the Director or his designee on a semi annual basis and review the information as submitted and discuss information relevant to contract operations that have occurred in the previous months.

**L. DELIVERY:** All copiers and accessories shall be delivered within thirty (30) calendar days after receipt of written order. Contractors shall not ship or install without a properly executed contract release from the PPO. Notice of delivery shall be made to the state agency twenty-four (24) hours prior to delivery. The vendor must be able to make delivery and have product available for delivery to all Counties of the State.

- At the time of an order by a Using Agency, one of the factors which may be considered for determination of equipment to be ordered will be the delivery schedule requested by the Agency and the schedule which is offered by Contractors.
- This schedule shall not exceed thirty (30) calendar days after receipt of order for units offered. For State Agencies, a faxed copy of a signed Purchase Order is sent and will be used to count the thirty (30) day delivery.
- The Contractor shall be responsible for all delivery, unloading, staging, and storage of machines, and accessories.
- The Contractor shall notify the State at least five (5) business days prior to each delivery; so that necessary final arrangements can be made.
- The State will provide specific delivery authorization within five (5) business days prior to the authorized delivery date.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**L. DELIVERY: (continued)**

- Where applicable, the Contractor shall use a route approved by the State for delivery, unloading, staging and storage at the project site.
- The State shall be responsible for providing areas/site for all deliveries for final placement is free of unanticipated obstacles which might unreasonably impede the Contractor during the delivery and installation of the work, but shall not be responsible for correcting obstacles which were reasonably anticipatable at the time of execution of the contract.
- All deliveries and installation work shall be performed during regular working hours, usually 8:00 AM to 4:30 PM, Monday through Friday.
- Changes thereto may be granted with written approval of the State.
- Any work required to be performed after regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, shall be performed without additional expense to the State.
- The Contractor shall obtain approval from the State for performance of work after regular working hours or non-regular workdays at least 24 hours prior to the commencement of said work, unless such work is caused by an emergency.
- Department of Corrections has their own criteria and delivery schedule see pages 70-76
- The Contractor shall be in a position to provide spotted deliveries which shall include supplies, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, and start up.
- Deliveries shall be made at such time and in such quantities as ordered, in strict accordance with the instructions from the Using Agency.
- Copiers provided must be strictly in accordance with the Contract. Using Agencies are authorized to order and Contractors are authorized to ship only those items covered by the Contract. If a review of orders reveals that copiers other than those covered by the contract have been ordered and/or delivered, the Director will take such steps as are necessary to have the material returned by the Using Agency regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required

**M. REPLACEMENT OF UNSATISFACTORY EQUIPMENT**

If the State finds that the copier supplied is not giving satisfactory performance, or requires an excessive amount of remedial maintenance, the State shall notify the Contractor of this situation in writing.

- The Contractor, after receiving this written notice, agrees to remove and replace the defective copiers, as per the original specifications, within five (5) days of such notice at no cost to the State.
- Failure to comply may result in the unit(s) being cancelled from the contract.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**N. ADDITIONAL REQUIREMENTS:**

This Request for Proposal includes only plain paper digital black and white copiers and copier/printers, Multi-function equipment in various configurations, and digital copy center copiers and related maintenance, accessories and supplies as defined by this contract document. It does not include color copiers or engineering copiers.

All equipment included in the contract shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety. Equipment shall be in excellent working order, capable of producing good clean sharp copies in an efficient manner with a minimum of downtime.

- Equipment which requires an excessive number of service calls will be replaced by the vendor at the request of the Using Agency.
- The State Copier Manager must be contacted and provide approval before the cancellation can occur.
- Excessive downtime generally may be defined as, but not limited to equipment which causes the State to lose the equipment service for two (2) working days a month for three (3) consecutive months. and Compliance Unit, (CCAU) will work to see that all machine requirements are met in the event of dispute.\

The State currently uses Virgin Paper and Recycled Paper on its copiers. The paper is 20lb. copy bond. Therefore, all copiers offered must efficiently run the recycled paper available in today's market place.

**MAINTENANCE PROGRAM:**

All maintenance and parts are the responsibility of the Contractor and are to be included in the pricing. All calls for maintenance shall be responded to within eight business hours of call. This means a service technician shall be on the site within this time frame prepared to fix the machine within that time. For example - a breakdown which occurs in the morning must be fixed by 9 AM the next day. A breakdown that occurs in the afternoon of a work day should be fixed by 11 AM the following day

**PREVENTIVE MAINTENANCE (PM)**

A Preventative Maintenance (PM) is an integral part of any copier maintenance program and is to be submitted as a written schedule (as recommended by the OEM) and adhered to as part of the maintenance program.

**SUPPLIES**

Contractor shall provide all necessary supplies (except paper) as part of the copier monthly charge. Replacement drums are included as a supply item. All supplies shall be automatically replenished by the Contractor. Replenishment schedule shall provide for no copier downtime.

- Contractors must have supplies available for all copiers they are awarded under this contract including, but not limited to: toner, developer, dispersant, concentrate, fuser oil, staples.
- The bidder must submit a plan for delivering an advance month's worth of supplies to be on hand at all times for each copier installation.
- The supply must be sufficient to prevent downtime and based on that copier's historical monthly average.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**SUPPLY WARRANTY**

Supplies must meet the performance and compatibility requirements of agency equipment, and conform to all OSHA and Right To Know Regulations.

- Contractors shall provide material that performs in a given machine in such manner that the supplies will produce photocopies that are equal in all respects to the quality and characteristics of a copy that a given machine is capable of producing, requiring only a machine adjustment to "intensity" which can be readily made within the normal range of the adjusting mechanism available to the key operator.
- Contractor's products shall not cause undesirable or excessive residual accumulation which would reduce the copy quality.
- Supplies shall be packed in substantial commercial containers of the type, size and kind commonly used for the purpose.

**FAILURE TO PERFORM PROVISION**

Should a copier fail to perform as specified by the contract, it shall be replaced by the Contractor at no additional charge. The State Copier Manager shall be notified and will be the primary mediator in this situation. Government Support Services Contract Officer will become involved if a Failure to Perform situation cannot be resolved. The Contractor shall have five business days to replace the copier once it is determined the unit is not capable of performing the task.

**EQUIPMENT TRANSFER AND RELOCATION**

In the event of a relocation within the same building, it shall be the Contractor's responsibility to assure the prompt relocation of all copiers at no cost to the State. The Contractor's expertise and service personnel assistance is important whenever relocation is required.

- The State reserves the right to transfer any copiers, after notification to the Contractor, to any facility or Agency other than the original place of installation.
- The Contractor shall be responsible for preparation of the equipment and moving and will be reimbursed by the State or other using agency.
- Damages resulting from any transfer of Contractor's equipment between State Agencies shall not be the State's responsibility.

**MAINTENANCE SERVICES**

The following maintenance services are to be rendered for all Leases or Purchase Copiers offered under this contract, as part of the monthly charge.

- Contractors are required to perform maintenance service for all copiers offered in this proposal
- for all State Using Agencies and all Cooperative Purchasing Agencies, in ALL regions of the State.
- Should a copier continue to malfunction, after repeated service calls, it shall be the responsibility of the Contractor, at no cost to the State, to replace the copier with a like model. In the alternative, such repeated malfunctions shall be grounds for the Using Agency to go to the Subcontractor and file a Corrective Action Report with Government Support Services Contract Officer.
- Contractors shall respond to service calls within eight (8) work hours of the call regardless of Geographic locations. Continued failure to do so will lead to contract cancellation.
- Maintenance service on any copier covered in this proposal shall be rendered by the Contractor on service calls Monday through Friday during business hours.
- Contractor is to perform all Preventive Maintenance (PM) Service as recommended by the OEM.



**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**BIDDER'S PLAN OF ACTION**

Bidders should include the following as part of their action plan:

- Manufacturer's Standard Published Literature and Specifications for each machine.
- Bidder's plan for providing sales and maintenance support, including number of service personnel and locations available for fulfilling the contract requirements.
- Bidders plan for providing automatic supply replenishment.
- Material Safety Data Sheet (OSHA form 20) for each supply item offered to be submitted within three (3) business days of request by State.
- Dealer Listing - A list of participating Dealers should be submitted with the bid.
- Cooperative Purchasing extension form.
- ACTION PLAN - Maintenance Service.
- ACTION PLAN - Supplies Replenishment
- Dealer Listing.
- Bidders are required to submit up-to-date product literature description for each piece of equipment.
- Bidders are also required to submit the date of introduction compatible with that stated in Buyer's Lab reports.

**ACTION PLAN- MAINTENANCE SERVICE (MANDATORY SUBMITTAL)**

Due to the large number of, and the distance between facilities, bidders are required to provide a well defined ACTION PLAN that will describe the bidders' organization and method for providing and installing copiers and providing the required maintenance of these machines as specified herein. This plan should address how the bidder intends to provide the maintenance service required for the large number of machines which may require service at any one time.

Included as part of this plan should be the following information:

- A description of the bidder's organization and method for providing copiers and service to all areas of the State under this contract.
- A list of the locations from which copiers will be made available for this contract including inventory information for each machine offered in the bidder's proposal. The inventory shall comprise the number of units on hand at any given time for making delivery to the State under this contract.
- This bid requires that the Contractors be able to deliver, install and service copiers in ALL regions of the State.
- A list of the locations from which fully trained service technicians will be dispatched.
- The number of said technicians available at each site for working on State contract machines that are on the bidder's payroll at the time this bid is submitted by the bidder.
- If maintenance personnel are not employees of the bidder an explanation must be submitted explaining how the personnel will be available when critical service is required.
- A description of the method used for dispatching technicians in response to a service call.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**ACTION PLAN - SUPPLIES REPLENISHMENT (MANDATORY SUBMITTAL)**

Due to the large population of copiers that will be installed under the contracts resulting from this RFP, Bidders are required to submit a comprehensive plan of action which will describe how the bidder intends to Automatically replenish the supplies required by the copiers provided. The plan should address the following:

- A list of locations from which the supplies will be distributed including inventory on hand for supplying
- copiers installed under this contract.
- An explanation of how the vendor will distribute the required supplies including the one month supply that is to be kept in stock at the Using Agency location.
- Whether deliveries are made directly by the vendor or by an outside delivery service.
- Vendors may combine the Maintenance and Supplies Action Plans if desirable. Failure to provide this plan as part of your bid submission may be grounds for not accepting your proposal.

**COST PROPOSAL (PRICE LINES)**

The Bidder must submit its pricing using the State supplied price sheet(s) a part of this RFP **Appendix A**. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of Contract. For Categories 1 and 2, Walk Up Copiers and Copier/Printers, the Price Sheets must be properly completed by submitting a Cost-Per-Copy on each appropriate Price Line. Provide descriptive literature for each piece of equipment.

The Price Sheets are attached to this document as a separate attachment titled "Price Lines, Appendix A". Bidders shall provide, for each copier for which it is submitting a price, the following information:

- a) Manufacturer/Brand
- b) Model Number
- c) The delivery schedule in days ARO not to exceed 30 calendar days ARO
- d) Manufacturing status
- e) Maintenance and supplies work plan
- f) Published product specifications literature

Failure to provide this information may be cause for rejection of your bid proposal. All sheets are to be attached to the bid document. **Note:** Using a statement i.e. "see attached" and/or referencing price lists that do not apply to this RFP may also be cause for rejection of your bid.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**CONTRACTOR RESPONSIBILITIES**

- The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor.
- The contractor shall have sole responsibility for all payments due any Subcontractor.
- The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract.
- The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.
- The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work.
- The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

**APPENDIX A**  
**SCOPE OF WORK DETAILS (CONTINUED)**

**SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its Own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed.

- The contractor must provide detailed justification documenting the necessity for the substitution or addition.
- The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.
- The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.
- The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Copier Manager for consideration. If the State Contact Copier Manager approves the request, the State Contract Copier Manager will forward the request to the Director for final approval.
- No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

**COPIER IDENTIFICATION:**

Supplier is required to provide with each unit placed in the State a readily visible label indicating the 1 owner of the equipment (i.e. State/Dept./Div., Vendor, Leasing Company, etc.); 2) location (building, floor room no.); 3) name of state contact for unit; 4) phone numbers to obtain help, supplies, and maintenance; and 5) model number and serial number.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

As of November 13, 2007, the State has placed approximately 893 copiers in various agencies through out the State of Delaware. The Copier placement ranges from Band 1 through Band 10 with full functionality, i.e. finisher, network print kit, doc feeder, copier stands, scanning kits and large capacity paper trays. This information is provided to give vendors a basis for projecting future anticipated replacements based on a thirty-six (36) month contract lease period. Of the copiers placed during this time, only a handful was placed under the purchased option.

<b>ACTUAL NUMBER PLACED</b>	<b>BAND 1</b>	<b>BAND 2</b>	<b>BAND 3</b>	<b>BAND 4</b>	<b>BAND 5</b>	<b>BAND 6</b>	<b>BAND 7</b>	<b>BAND 8</b>	<b>BAND 9</b>
	70	125	219	174	193	48	59	3	2

**SPECIFICATIONS FOR ALL UNITS BID:**

1. Copy paper weights 16 lb. through 24 lb.
2. 30% Post Consumer Waste Plain Copier Paper.
3. All Document feeders capable of feeding 16 lb. through 24 lb. paper weight originals.
4. Bands III, IV, V, VI, VII, VIII, IX, and X must be console models.
5. Running speeds of machines cannot be reduced by more than **20%** when automatic document feeders are engaged or **40%** when automatic two sided copying is utilized with single sided originals.
6. Energy star compliant equipment is mandatory. **Proof must be submitted with the proposal.**
7. The following is a clarification for all Volume Bands:
  - Bands I and II require paper sources as specified above. However, these trays do not, necessarily, have to be installed and on-line.
  - Bands III-X require paper sources as specified above and these are required to be installed and be on-line.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**ALL SPECIFICATIONS –FOR ALL DIGITAL BLACK & WHITE COPIERS & MULTI-FUNCTION  
PRINTERS**  
**(Are located in the Appendix A Attachment)**

PROPOSAL REPLY SECTION

CONTRACT NO.: GSS-MU-GSS-MU-08-091-VM

COPIERS

Please fill out the attached forms fully and completely and return with your proposal in an envelope clearly displaying the contract number to Government Support Services by **Tuesday February 19, 2008 at 1:00 p.m. EST**, at which time bids will be opened.

A mandatory pre-bid meeting has been scheduled for 1:00 P.M., February 7, 2008 in the Director's Conference Room, Government Support Services, 100 Enterprise Place, Suite 4, Dover, DE 19904. **This is a mandatory meeting.** If an 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  
PUBLIC PROPOSAL OPENINGS**

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: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

PROPOSAL REPLY SECTION

CONTRACT NO. CONTRACT NO.: GSS-MU-GSS-MU-08-091-VM

COPIERS

**DELIVERY**

Ship Stock \_\_\_\_\_ days ARO

Ship Non-Stock \_\_\_\_\_ days ARO

**COMPANY**

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DATE \_\_\_\_\_



STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
CONTRACTING SECTION  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DELAWARE 19904

NO PROPOSAL REPLY FORM

**CONTRACT #** GSS-MU-08-091-VM

**CONTRACT TITLE:** COPIERS

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.**



**Attachment 1**



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.

\_\_\_\_\_ when performing work for the Department of Technology and Information, understands that it acts as an extension of DTI and therefore is responsible for safeguarding the States' data and computer files as indicated above. \_\_\_\_\_. will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, \_\_\_\_\_ understands that it is to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and that it should alert an 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 \_\_\_\_\_ 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.

The Undersigned, hereby affirms and understands the terms of the above Confidentiality and Integrity of Data Statement, and agrees to abide by the terms above.

\_\_\_\_\_

Signature: \_\_\_\_\_

Name:.

Title:

**Exhibit A**  
**DOC SECURITY REQUIREMENTS & PROCEDURES**

1. REQUIREMENTS

The correctional facility has issued regulations to be observed by all Contractors working on the Project in order to minimize disruption to prison operations, maintain security and to facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The Contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the DPC including their name, social security number, age, sex, race and date of birth. The list shall be used by the Department of Correction for a background check.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time it takes the guards to inspect the vehicles.
- f. Proper construction clothing is required. Short pants are not permitted.
- g. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
- h. Contractor is also advised that only limited movement will be permitted while inside the compound.
- i. Contractors are requested to notify the Director of custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- j. Completion of "A" Short Form is required for all employees (see next page for "A" Short Form).



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**DEPARTMENT OF CORRECTIONS SPECIAL REQUIREMENTS:**

1. **CONTRABAND/TOOL CONTROL**

- a. Title 11, Section 1256 of the Delaware Code specifies that, “a person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- b. No one may introduce into or possess on the grounds of any institution of any of the following which are considered to be contraband except as noted.
  - 1. Any intoxicating beverage.
  - 2. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
  - 3. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
  - 4. Any instrument that may be used as an aid in attempting an escape.
  - 5. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
  - 6. An article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c. In addition to above, no inmate may possess:
  - 1. Any tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
  - 2. Money.
  - 3. Inmates are not permitted to fraternize with the public or contractors.
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the Institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the Institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the. At entry control points vehicles and personnel will be searched, to include any tools or relating equipment. No tools will remain on work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.

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1. CONTRABAND/TOOL CONTROL: (continued)

- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.
  - 1. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
    - a. Diamond-point drills
    - b. Ice picks
    - c. Hones and sharpening stock.
    - d. Metal cutters, blades
    - e. Bolt cutters
    - f. Cleaners
    - g. Cutting torches
    - h. Electric drills, portable
    - i. Electric bench and portable grinders
    - j. Files
    - k. Gear pullers
    - l. Diamond point and regular hacksaw blades.
- f. Lost or stolen tools must be reported to security of the Department of Correction.
- g. Broken saw blades must be removed from the property (not left or discarded on site).

2. GENERAL REQUIREMENTS

- a. When workers are finished for the day, all tools will be accounted for by the worker and escorting officer.
- b. Workers are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- c. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.

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2. GENERAL REQUIREMENTS: (continued)

- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered with.
- g. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- h. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.

3. SPECIAL REQUIREMENTS

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled
- b. at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- c. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- d. and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- e. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.



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4. SITE SECURITY

- A. The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):
1. Photo Identification Card
    - a. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
      1. Name;
      2. Date of Birth;
      3. Social Security Number;
      4. Address.
    - b. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collect at the end of the day and returned to the Main Gate.
  2. Assigning Men to the Site
    - a. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24)hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site, so an officer can be assigned to accompany all his personnel.
  3. Tools and Materials
    - a. No tools or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.
  4. Prison Records
    - a. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.
  5. Workmen Lunch Area/Searches
    - a. Workmen will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted.
    - b. All workmen will be expected to submit to a search of themselves, their toolboxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.
  6. Prohibited Items
    - a. The following items are prohibited from being brought onto the prison grounds and construction site:
      1. Alcoholic beverages and drugs;
      2. Explosive and firearms.

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4. SITE SECURITY (cont.)

7. Working Dress and Workmen:

a. Workmen will maintain proper attire while working at the institution.

8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.

9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.

10. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.

11. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc. Also no affectionate or intimate behavior between official visitors and inmates is permitted.

12. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.

13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.

14. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.

15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmates and/or prison personnel are strictly prohibited.

16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.

17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.

18. In the even an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.

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Office of Management and Budget  
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4. SITE SECURITY (cont.)

19. Tools and Equipment Safety:

- a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
- b. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
- c. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent direction for control of powder used and stored.

20. Construction Personnel Vehicle Parking:

- a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
- b. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

**CONTRACT NO.:** GSS-MU-08-091-VM  
**TITLE:** COPIERS & Multi – Function Printers  
**OPENING DATE:** February 19, 2008

**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 \_\_\_\_\_

STATE OF DELAWARE

FEDERAL E.I. NUMBER \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

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

[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 \_\_\_\_\_

## **GOVERNMENT SUPPORT SERVICES**

### **DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. 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**: 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 will 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 shall 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. Ordering Agency 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 should 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 envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. 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. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE  
INSERT DEPARTMENT  
INSERT DIVISION  
INSERT ADDRESS  
INSERT CITY, STATE AND ZIP CODE**

All proposals will 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 will 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 may be cause of 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 thirty 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 Insert Department and Division 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 bidder's shall be required to advise the Insert Department and Division 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 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 under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 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 under this Contract shall, at the option of the State, 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 State.

## **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. Such taxes shall not be included in prices quoted.
- 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 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 01/16/07



## State of Delaware

### Office of Minority and Women Business Enterprise Certification Application



#### **Complete application and mail to:**

Office of Minority and Women Business Enterprise (OMWBE)  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901  
Telephone: (302)739-4206 Fax: (302)739-1965  
Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)  
Website: [www.state.de.us/omwbe](http://www.state.de.us/omwbe)



## **Important Information Please Read!**

### **Is my firm eligible?**

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

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
  - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
  - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
  - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
  - If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
  - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

## Document Request checklist

- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

<b>Documents to attach to your application</b>	<b>Sole Prop</b>	<b>Part/LLP</b>	<b>Corp/S-Corp</b>	<b>LLC</b>	<b>OMWBE Use</b>
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments		Yes			
Minutes of the last annual shareholders meeting		Yes			
By-laws and By-law Amendments		Yes			
Copy of most recent Stock Ledger		Yes			
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	

## Delaware Minority and/or Women Business Enterprise Certification

### Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) 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.

The Affidavit on page 14 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 return the completed application with signature and required notarization to the address below:

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

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

**Fax: (302) 739-1965**

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

### Definitions

#### Minority and/or Women Business Enterprise

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

The business must be a for-profit business and currently be performing a useful function.

**Minorities** – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

**African (Black) Americans.** All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

**Asian/Pacific Americans.** All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

**Hispanic Americans.** Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

**Native Americans.** All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

**Subcontinent Asian Americans.** All persons whose ancestors originated in India, Pakistan or Bangladesh.

**Certification** - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

## Definitions

### Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

### Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

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.

## Definitions

**Minority Business Enterprise (MBE)** - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

**Minority & Women Business Enterprise (MWBE)** - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

**Women Business Enterprise (WBE)** - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

### Useful Business 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.

### Benefits of Certification

Current certified minority and/or women 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.

### Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

## Eligibility

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

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with “useful business functions.” *(Please reference above definitions)*

**Reasons for denial** *(please note the below may include but not be limited to)*

- a) 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.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must 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.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) 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.
- h) 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 MWBE 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
- i) The certification application was submitted incomplete.

## How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site [www.state.de.us/omwbe](http://www.state.de.us/omwbe)
- 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 Minority and Women Business Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901

## Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application  
*All completed applications must be returned with the appropriate requested documents listed.*

**Please type or print clearly**

OMWBE use only: Application Date:

Mail application to:  
 Office of Women and Minority Business Enterprise  
 Haslet Armory  
 122 William Penn Street  
 Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.  
 Incomplete applications will not be processed.**

<b>1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)</b>			
Legal Name of Firm:			
Doing Business As (If applicable):			
Federal E.IN or SSN:		E-Mail Address:	
Address line 1:			
Address line 2:			
City		State	Zip Code
Country			
Telephone Number:		Extension:	Fax Number:
Company Web Site Address:			
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>
LLP** <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Joint Venture <input type="checkbox"/>	
Date firm was established?			
Date firm began doing business (date of first contract or sale)			

\* Limited Liability Corporation  
 \*\* Limited Liability Partnership

<b>2. Primary owner applicant information</b>			
Name:		Title:	
Home Address:		City:	State:
		Zip Code:	Country:
Telephone Number:		Extension:	Fax Number:
E-Mail Address:			
Date owner acquired controlling interest?			
Sex: <input type="checkbox"/> M <input type="checkbox"/> F		Ethnic Group:	
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes			

<b>3. Firm is applying as:</b>			
<b>Minority Business Enterprise</b>		<b>Women Business Enterprise</b>	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

**4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.**

**5. Five digit North American Industry Classification System (NAICS) Code(s):**  
**(To assist you in determining your NAICS Code(s) go to [www.census.gov/naics](http://www.census.gov/naics))**

1.	2.	3.	4.	5.	6.
----	----	----	----	----	----

**6. Type of Business**

<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

**7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.**

Name	Title	Date Appointed	Gender	Ethnicity
<b>Officers of the Company</b>				
<b>Board of Directors</b>				



**8. 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, identity below)

**9. 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

**10. Please list the gross receipts of last two years**

(A) Year Ending:	Gross Receipts:
------------------	-----------------

(B) Year Ending:	Gross Receipts:
------------------	-----------------

**11. Number of employees**

Full time:

Part time:

Seasonal (approximate):

**12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.**

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

<b>13. Identify persons or firms who provide Legal, Accounting, and Banking services:</b>		
<b>Attorney:</b>		Contact:
Phone:	Fax:	Email:
Address:		
<b>Accountant:</b>		Contact:
Phone:	Fax:	Email:
Address:		
<b>Bank:</b>		Contact:
Phone:	Fax:	
Address:		

<b>14. If the business is a corporation or LLC, please list the following information:</b>
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? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain below)

<b>15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.</b>
<b>1. Company or Individual:</b>
Address, City, State:
Phone: Fax: Email:
Description & Amount:
<b>2. Company or Individual:</b>
Address, City, State:
Phone: Fax: Email:
Description & Amount:
<b>3. Company or Individual:</b>
Address, City, State:
Phone: Fax: Email:
Description & Amount:

**16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)?**  No;  Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

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**17. Debarment**

**Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware?**  No;  Yes.

**18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.**

No  Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

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

<input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization	<input type="checkbox"/> OMWBE staff at a trade show or expo
<input type="checkbox"/> OMWBE's web site	<input type="checkbox"/> Materials published by OMWBE
<input type="checkbox"/> Referred by another organization	<input type="checkbox"/> Referred by the owner of an MBE or WBE
<input type="checkbox"/> Delaware state employee	<input type="checkbox"/> Other, please explain briefly:

## Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

<b>For all companies</b>
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
<b>For Construction-Related Companies Only (not including suppliers of construction materials)</b>
What is your company's bonding capacity? \$ _____ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

**State of Delaware Minority and/or 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 MWBE 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 MWBE 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

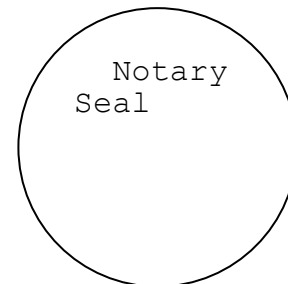
Signed \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE

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

State \_\_\_\_\_

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

Date



January 16, 2008

Delaware MEP  
400 Stanton-Christiana Road - Suite A-158  
Newark, DE 19713

To Whom It May Concern:

Government Support Services currently has the following procurement opportunity available and would appreciate your efforts in notifying Delaware companies who may be interested in reviewing the contract specifications and submitting a bid.

1. Contract Description: **Copiers**
2. Contact Person: Vicki Macklin  
Phone No. 302-857-4553
3. Contract No. GSS-MU-GSS-MU-08-091-VM
4. Bid Deadline: **February 19, 2008 @ 1:00 P.M. EST**
5. Bid Opening Location: **Government Support Services, Contracting Section, 100 Enterprise Place, Suite 4, Dover, DE 19904. All bids must clearly display the contract number on the sealed envelope.**

Sincerely,

Vicki Macklin  
State Contract Procurement Officer