

State of Delaware

Digital Presses for Color and Black and White Publishing

Request for Proposal Contract No. GSS571-DIGITAL PRESSES

Revised November 13, 2008

***- Deadline to Respond -
Tuesday, December 2, 2008
1:00pm EST***

November 7, 2008

CONTRACT NO. GSS571-DIGITAL PRESSES

ALL BIDDERS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Digital Presses for Color and Black and White Publishing. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS571-DIGITAL PRESSES

- 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, December 2, 2008 1:00pm 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**

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 Macklin at 302-857-4553.

vlm

P:/09571rfp

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.

I. **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 request for proposal 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
Office of Management & Budget
Government Support Services
100 Enterprise Place
Dover, DE 19904**

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:

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.

- a. 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.
- b. 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.

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 Government Support Services, Printing and Publishing Office for the State of Delaware 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 Government Support Services, Printing and Publishing Office for the State of Delaware 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:**

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

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 PROVISIONS

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.

9. **ERRORS IN THE RFP:** If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the Agency with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the Agency may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submission, a bidder knows of or should have known of an error in the RFP but fails to notify the Agency of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

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

REQUEST FOR PROPOSAL
CONTRACT NO.: GSS571-DIGITAL PRESSES
Digital Presses for Color and Black and White Publishing

II. 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 the Digital Presses for Color and Black and White Printing requirements for Government Support Services, Printing and Publishing Office for the State of Delaware. It will provide fulfillment of one to two black and white digital presses and one to two color digital presses. Related equipment and maintenance/support services will be included. If a need arises for additional Digital Presses for Color and Black and White Printing throughout the State of Delaware, the contract shall cover the States needs, with approval from PPO Manager.

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:

The contract shall be valid for a five (5) year period commencing on the date of installation, the lease shall expire 60-month, and the contract can be renewed for two (2) optional one (1) year period 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. Installation must be guaranteed before February 13, 2009 and must be completed within two (2) weeks from the start of installation.

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Office of Management and Budget
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.

6. **MOST-FAVORED CUSTOMER:**

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

7. **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.

8. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

9. **QUANTITIES:**

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

10. **FUNDING OUT:**

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

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Office of Management and Budget
Government Support Services

11. **BID BOND REQUIREMENT:**

Bid Bond Waived.

12. **PERFORMANCE BOND REQUIREMENT:**

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.

13. **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 coverage's 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.

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Office of Management and Budget
Government Support Services

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

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. GSS571-DIGITAL PRESSES
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904**

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

14. **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.

15. **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.

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Government Support Services

16. **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.

17. **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.

18. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS:**

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

20. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts 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 Vicki.macklin@state.de.us . It shall contain the six-digit department and organization code.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

21. **BUSINESS REFERENCES:**

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

22. **ORDERING PROCEDURE:**

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

ALL ORDERING AGENCIES MUST contact the Printing and Publishing Office to acquire Digital Presses for Color and Black and White Printing.

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

COPIER MANAGEMENT PROGRAM
ATTN: PPO MANAGER
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4522
FAX: 302-739-3697
Rebecca.Lovin@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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Government Support Services

23. **BILLING:**

The contractor is required to **"Bill as Shipped"** to the Agency. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

24. **PAYMENT:**

The Agency 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.

25. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by The Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

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

27. **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 (P.O.) and PPO approval. A purchase order, call, email, 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).

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

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

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29. **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. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties. Estimates must be provided within 48hours or considered a no bid.

30. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP.

31. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their 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.
- d. Please list the number of design personnel and credentials.

32. **METHOD OF PAYMENT:**

- a. For each Purchase Order 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.
- c. Billing above estimated cost must receive approval from State prior to final invoice.
- d. If payment is not made within the thirty (30) days, the Contractor is permitted to impose a late fee not to exceed 1% per month or 12% per annum pursuant to 29 Del. C. §6516(d)4.

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33. **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.

35. **ELIGIBLE WORK ACTIVITIES:**

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

- a. Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:
 - i. No travel outside the Continental United States shall be permitted without prior written approval of the department; and
 - ii. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.
- b. Procurement of reports or other printed materials and reproduction of materials; and
- c. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

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36. **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.

37. **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.

38. **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. The State shall own all files and publications. 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.

39. **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.

40. **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.

41. **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.

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42. **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.

43. **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.

44. **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.

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45. **TERMINATION OF CONTRACT:**

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

46. **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.

47. **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.

48. **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.

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49. **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 website at 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.

50. **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.

51. **AMENDMENTS:**

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

52. **SUBCONTRACTS:**

Subcontracting is not permitted under this RFP and contract.

53. **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.

54. **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 Freedom of Information Act. Bidders 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.

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55. **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 Orders
- Special Instructions

56. **ASSIGNMENT:**

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

57. **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 Current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

58. **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.

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59. **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.

60. **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.

61. **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.

62. **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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63. **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.

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.

65. **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 as directed by the Agency. **All removal charges are the responsibility of the awarded vendor. The Agency shall give 30-day written notice to the vendor to cancel or renew the contract. The vendor then has to make arrangements with the Agency to have the digital presses removed at no cost to the Agency.**

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B. REQUEST FOR PROPOSAL

I. INTRODUCTION:

A. PURPOSE:

Government Support Services, Printing and Publishing Section maintains a full service printing and publishing center and is committed to providing our customers with the highest quality service possible. Printing and Publishing is seeking Proposals from established Original Equipment Manufacturers who have been in the business of manufacturing high speed digital press equipment for more than five years, and who sell, leased, maintain and support the equipment on location. Printing and Publishing is seeking to either lease, lease with an option to purchase or purchase outright the equipment specified in this request. It is the goal of this Request for Proposal to identify vendors and execute a contract to implement the Digital Presses for Color and Black and White Publishing as stated above. This contract shall be available to State Agencies with written approval by the PPO Manager.

B. GUIDELINES:

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

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. Bidders may be requested to provide a Best and Final Offer. 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 GSS571-DIGITAL PRESSES, Digital Presses for Color and Black and White Publishing . 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).

F. ADDITIONAL GUIDELINES:

- Write your company name on the label of the cds.
- **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 cannot be made.**
- 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., \$10.00 should be entered as "10.00".) 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 a "no bid".
- Save your changes under the same filename. Print hard copies of each spreadsheet to accompany your bid.

G. 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.

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H. INCURRED EXPENSES:

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

I. ECONOMY OF PREPARATION:

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

J. STATE'S 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. **SCOPE OF WORK:**

A. **OVERVIEW:**

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Digital Presses for Color and Black and White Publishing as described herein. The services covered under this contract include providing Digital Presses, maintenance and service.

B. **DETAILED REQUIREMENTS:**

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

Key RFP Dates:

Activity	Due Date
RFP Availability to Suppliers	November 10 – December 2, 2008
Written Questions due	No later than November 19, 2008, 1:00 p.m. EST
Written Answers Distributed	No later than November 26, 2008
Proposals due (including pricing and signed non-collusion statement, signed cover letter, sample reports,	Tuesday, December 2, 2008 1:00pm EST
Public Proposal Opening	Tuesday, December 2, 2008
Proposal Evaluation	No later than December 23, 2008
Supplier Best and Final Discussions, if appropriate	No later than January 6, 2009
Supplier (s) Selection	No later than January 15, 2009

These dates are subject to change if additional time is needed to Award the Contract.

C. **INQUIRIES & QUESTIONS:**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response. Any questions with regard to any aspect of this RFP should be e-mailed to vicki.macklin@state.de.us, faxed to Vicki Macklin at (302) 739-3779, or mailed to Vicki Macklin at Office of Management & Budget, Government Support Services, 100 Enterprise Place Suite 4, Dover, DE 19904 and must be received on or before November 12, 2008. All questions will be answered in writing and distributed to all suppliers by November 19, 2008 according to the procedure outlined above. Inquiries should make specific reference to the sections and page numbers from this RFP where applicable.

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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 or faxed to Vicki Macklin at (302) 739-3779, and must be received on or before 1:00 PM, November 19, 2008.

- All questions will be answered in writing and posted on the Government Support Services Website by November 26, 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.
- 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., November 19, 2008.
- All questions will be answered and posted on the Government Support Service Website at www.gss.omb.delaware.gov.

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IV. **PROPOSAL EVALUATION PROCEDURES:**

A. **BASIS OF AWARD:**

Government Support Services shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis the scoring of the proposals as indicated in the Criteria and Scoring section, Best and Final Offers, and what is in the best interest of the State.

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.

Bidders 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:**

1. 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.
2. **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
3. **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.

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V. 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.

Evaluation Criteria		
		POINTS
1.	The price proposal/pricing structure or Total Proposed Cost for the Machine and required options	50
2.	The cost to add additional value added options to the Machine for better functionality.	35
3.	The warranty period given by the Manufacturer.	10
4.	The proposed Maintenance, repairs, parts, labor and consumable supplies (excluding paper).	50
5.	The proposed Maintenance Fee for 24/7 Maintenance.	20
6.	RDO Conversion Capability	25
7.	Number of Technicians to meet the State of Delaware's needs for PM and other services.	20
8.	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.	20
9.	Thoroughness and completeness of the proposal relative to the requirements.	30
10.	Customer Service, i.e. billing experience, customer service in regards to set-up and delivery.	10
11.	Qualification and experience of vendor.	25
12.	The background, experience, resources, reputation, financial resources and years in business and references.	25
13.	The training plan and training facilities/staff relative to the requirements of this RFP.	15
14.	Thoroughness and completeness of the Appendix A relative to the Questionnaire and if specifications are met.	60
15.	Ability to provide a single Monthly invoice for all equipment, options, value added options, maintenance and any/all fees associated with the lease.	10
	TOTAL SCORE	405

B. EVALUATION COMPONENTS:

Cost: 50 Points

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

Cost of Additional Value Options: 35 Points

The cost to add additional value added option to the Machine for better functionality. Is the proposed cost of all value added options to Machine.

Warranty: 10 Points

The warranty period given by the Manufacturer. The better the warranty period the better points value given to the bidder.

Maintenance: 50 Points

The proposed Maintenance cost. Does the vendor include repairs, parts, labor and consumable supplies (excluding paper) in the Maintenance cost.

Maintenance Cost for 24/7 Service: 20 Points

The proposed Maintenance cost for 24/7 service. Can the vendor provide 24/7 service and what is the cost of the 24/7 service.

RDO Conversion : 25 Points

Is the vendor capable of RDO Conversion and if a price is associated with the conversion, what is the total proposed cost of the conversion.

Number of Technicians: 20 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.

Action Plan: 20 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.

Thoroughness and completeness of the proposal: 30 Points

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

Customer Service: 10 Points

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 digital press deliveries, and set-up. Digital Presses delivered within the allotted 30 day term. Vendor's willingness to address complex customer services issues: (example: 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.

Qualifications and Experience: 25 Points.

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

References: 25 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.

Training: 15 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.

Thoroughness and completeness of the Appendix A: 60 Points

Vendor's ability to provide answers to the Questionnaire in the Appendix A. Scoring will be higher for those that meet all specifications under this RFP.

Single Monthly Invoice: 10 Points

Vendor's ability to provide a single monthly invoice for all equipment, options, value added options, maintenance, and any/all fees associated with lease.

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VI. ATTACHMENTS:

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

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C. SCOPE OF WORK DETAILS

INTRODUCTION:

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 and should be included in specific Appendix's:

A. General and Technical Requirement for Digital Press Equipment

All digital press production equipment/machines should be newly manufactured with no used or refurbished parts. The Agency is looking for one or more black and white digital press production machine and one color digital press production machine. The applicant shall provide specification sheets listing all accessories, features, functions and technical requirements of each model requested. Listed below is the current on-hand equipment list. The Agency would like to meet or exceed the on-hand equipment capabilities.

1. Current On-Hand Black and White Digital Production Equipment:
 - DT 6115 Interposer
 - DT 6115 Controller
 - DigiPath 4.0 PC
 - DigiPath 4.0 Software
 - BDF-X Inline Bookmaker

2. Current On-Hand Color Digital Production Equipment:
 - DocuColor 2045
 - Z18 Fiery Controller

The following minimum specifications must be met when proposing a new black and white digital press production machine and accessories:

1. Stand Alone electronic document processing system w/scanner and document feeder (will be used for black and white and color digital machines purchased/leased under this RFP)
 - Scan at least 600x600dpi, 1200dpi preferable
 - Document feeder must hold at least 100 8.5x11 pages and scan at a rate of 75 sheets per minute minimum
 - Rip at least 1600x1600

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SCOPE OF WORK DETAILS

A. General and Technical Requirement for Digital Press Equipment (cont.)

2. Digital press must be of production classification or higher with the following:
 - Paper weight feed between 16# and 120# weight and the following types:
 - Coated: gloss, silk, matte
 - Uncoated: text, bond, cover, bristol, index
 - Specialty: carbonless, tabs, envelopes, never tear, pre-printed
 - Hold a minimum of 10,000 sheets of standard weight paper
 - Minimum Media Dimension 5.5 x 8 inches/Maximum Media Dimension 12.6 x 18.5 inches
 - Print resolution at 600x600dpi or higher
 - Production software (provide detailed list of included features such as PDLs, Network Interfaces, User Interface, CPU, Memory and Hard Disk)
 - Must be able to print both sides in single output (Duplex)
 - Ability to print uninterrupted when replenishing consumables eliminating unnecessary downtime
 - Duty cycle of 2-5 million copies a month
 - Color integration, via post process insertion, allowing insertion of pre-printed covers, inserts, and slip sheets from multiple paper trays
3. Required Equipment (include pricing):
 - Booklet Maker (saddle stitch)
 - Large Capacity stacker (tray-shooter)
 - Multi-position stapling (portrait and landscape minimum 2 staples each position)
 - Variable Data Printing (list different platforms, include pricing and training)
 - Replenishment of consumables (toner/fuser-oil/waste, list based on machine type)
 - Uninterrupted Power Supply (UPS) see specs under network requirements
4. Value Added Options (include pricing). 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. Options added after initial lease must not extend past the original lease termination. 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 60 month lease, an agency adds on a piece of equipment (Envelope inserter or Paper Puncher e.g.) to the copier in month 10, the cost of the add-on, will be pro-rated for the remainder of the lease term. i.e. 60 month lease term fees minus the months of placement, multiplied by the monthly fee; (60-10 = 50 x \$x.xx original proposed option fee from vendor.)

The following are Value Added Options pricing is requested for the Digital press equipment:

- Glue Book Binding on the spine (or similar binding process, ex. perfect bound)
- Envelope inserter
- Paper Puncher
- In-line folding Unit

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SCOPE OF WORK DETAILS

A. General and Technical Requirement for Digital Press Equipment (cont.)

5. RDO Conversion of current Xerox RDO files to pdf
 - The Agency requires RDO conversion for its files to PDF formatting.
 - The vendor will be required to accept test RDO files for sample conversion to determine if conversion is acceptable and successful to proper PDF format determined by the Agency.
 - Large scale RDO conversion will be necessary as part of this contract and will be accomplished at no cost to the Agency.

6. Proposed Black and White pricing should be in the following print speed ranges meaning a different machine/press and price for each range:
 - 90-120 clicks per minute
 - 120-140 clicks per minute
 - 140 and higher clicks per minute

The following minimum specifications must be met when proposing a new color digital press production machine and accessories:

2. Digital press must be of light production to full production with the following (provide pricing for both ranges):
 - Print resolution minimum of 2400x2400dpi
 - Paper weight feed between 16# and 120# weight and the following types:
 - Coated: gloss, silk, matte
 - Uncoated: text, bond, cover, bristol, index
 - Hold a minimum of 4,000 sheets or standard weight paper
 - Minimum Media Dimension 5.5 x 8 inches/Maximum Media Dimension 12.6 x 18.5 inches
 - Production software (provide detailed list of included features such as PDLs, Network Interfaces, User Interface, CPU, Memory and Hard Disk)
 - Must be able to print both sides in single output (Duplex)
 - Ability to print uninterrupted when replenishing consumables eliminating unnecessary downtime

3. Required Equipment (include pricing):
 - Multi-position stapling (portrait and landscape minimum 2 staples each position)
 - Booklet Maker (saddle stitch)
 - Variable Data Printing (list different platforms, include pricing and training)
 - Replenishment of consumables (toner/fuser-oil/waste, list based on machine type)
 - Uninterrupted Power Supply (UPS) see specs under network requirements

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SCOPE OF WORK DETAILS

A. General and Technical Requirement for Digital Press Equipment (cont.)

4. Value Added Options (include pricing). 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. Options added after initial lease must not extend past the original lease termination. 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 60 month lease, an agency adds on a piece of equipment (Envelope inserter or Paper Puncher e.g.) to the copier in month 10, the cost of the add-on, will be pro-rated for the remainder of the lease term. i.e 60 month lease term fees minus the months of placement, multiplied by the monthly fee; $(60-10 = 50 \times \$x.xx \text{ original proposed option fee from vendor.})$

The following are Value Added Options pricing is requested for the Digital press equipment:

- Glue Book Binding on the spine (or similar binding process, ex. perfect bound)
 - Paper Puncher
 - In-line folding Unit
5. RDO Conversion of current Xerox RDO files.
 - The Agency requires RDO conversion for its files to PDF formatting.
 - The vendor will be required to accept test RDO files for sample conversion to determine if conversion is acceptable and successful to proper PDF format determined by the Agency.
 - Large scale RDO conversion will be necessary as part of this contract and will be accomplished at no cost to the Agency.
 6. Proposed Color pricing should be in the following print speed ranges meaning a different machine/press and price for each range:
 - Light Class 40-65 clicks per minute
 - Production Class 65-90 clicks per minute

B. Requirements for Maintenance Support

Applicant/Vendor shall provide a parts and labor warranty for a minimum of 120 days. Applicant/Vendor shall identify their warranty period.

1. The Applicant/Vendor shall bear all material and labor costs for repair of equipment and defects and failure accruing within the warranty period.
2. Service and maintenance during the warranty period shall be no less than the service requirements under the maintenance agreement.
3. The warranty period commences from the date of installation and completion of acceptance by the Agency.

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SCOPE OF WORK DETAILS

B. Requirements for Maintenance Support (cont.)

4. If the digital press does not perform to manufacturer's specifications during the warranty period, the vendor shall replace the unit(s) with a new machine of the same model within 5 days at the Agency's request and at no cost to the Agency..
5. The maintenance/service agreement shall commence upon expiration of the warranty period.
6. The vendor shall maintain a minimum average rate of 95% uptime for digital press equipment per calendar quarter. The average uptime rate is based upon the number of business days per calendar quarter, excluding State of Delaware recognized holidays. All service calls except those designated as (a) preventative maintenance; (b) operational software or equipment upgrades; or (c) Printing and Publishing operator's negligence or abuse will be include in the uptime analysis.
7. Monthly, the vendor shall submit to the Agency, a Service Summary Report, listing (a) beginning dates/times of all service calls; (b) description of problem per service call; (c) completion dates of all service calls; (d) number of hours or days downtime per machine/accessory equipment. The vendor shall guarantee the availability of replacement parts, applicable accessories and equipment for the duration of the contract.
8. As requested by the Agency and the vendor's representative(s) will meet to review the monthly Service Summary Reports if it is determined that consistently poor performance and/or problematic issues are occurring with the equipment listed under this request. If the Agency determines that a machine/accessory is constantly problematic or performing poor to the detriment of the Agency's production operations, then the units will be replaced with new similar equipment repaired to manufacturer's specifications and/or repaired to the Agency's satisfaction.
9. Failure to maintain a minimum average rate of 95% uptime for each machine/accessory during a calendar quarter will result in a 5% credit per machine/accessory to the billing invoice for the month following the quarterly review.
10. Initial training of the Agency personnel shall be conducted upon equipment installation and at no cost to the Agency, with the number of sessions, scheduled and participants per session identified by Printing and Publishing. Network connectivity, print driver installation and other technical support training, also at no cost to the Agency, will also be scheduled at the time of installation. Subsequent training at no cost to the Agency shall be available on an ongoing basis during the contract term for the purposes of training new personnel, providing refresher sessions, increasing user productivity through effective use of networked features, providing assistance with new procedures or equipment, etc.

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B. Requirements for Maintenance Support (cont.)

11. Vendor warrants and represents to the Agency that software systems developed, distributed, installed or programmed by Vendor pursuant to this Agreement (a) will operate consistently, predictable and accurately, without interruption or manual intervention, and in accordance with all requirement of the agreement, including without limitation specifications and/or functionality and performance requirements; (b) that all date recognition and processing by the software system will include the four-digit format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by the software system that includes a “year category” will be done based on the four-digit-year format. Upon being notified in writing by the Agency of the failure of any software systems to comply with the Agreement, Vendor will, within (30) days and at no cost to the Agency replace or correct the software system(s) that does not comply with the Agreement.

The warranties set forth above will not be subject to any disclaimer or exclusion of warranties or to any limitation of Vendor’s liability under the Agreement. Vendor will provide a contact person available and authorized to remedy any non-conformity with these warranties.

12. Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to deliver and install digital press equipment/accessories/options under the Agreement. The Vendor is not required to purchase, rent or hire any equipment, tools supplies, offices, transportation, personnel, insurance or instrumentalities from the Agency. The Agency has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required performing services under the Agreement.

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C. Requirements for Service Call/On-Call/Maintenance

The Vendor shall provide telephone support and a toll-free phone number for placing service call, which will be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Within two (2) hours of receiving the initial service call, the vendor is required to call the Agency to establish an estimated time of arrival (ETA). A technician shall arrive at Printing and Publishing within four (4) business hours of the initial service call. Business hours are between 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding State of Delaware Holidays.

1. The Agency has the option to contract with the vendor for occasional 24/7 maintenance service. During these specified contract periods, Vendor shall provide telephone support and a toll-free phone number for placing service call (including on-call point of contact person name), which will be available 24/7 for specified contract period. Within one (1) hour of receiving the initial service call, the vendor is required to call The Agency to establish an ETA. A technician shall arrive at Printing and Publishing within two (2) business hours of the initial service call.
 - Failure to meet the 24/7 timelines specified while under 24/7 agreement will result in the Vendor waiving 100% of the 24/7 maintenance service fee, cost for outsourcing printing needs as deemed by the Agency, and cause for termination of the contract.
 - The Vendor will credit the 24/7 maintenance service fee to the Agency if already paid to the Vendor.
 - Vendor will not be compensated for any services not rendered even if Agency receives invoicing.
 - The Agency reserves the right to enact 24/7 maintenance service within 24 hours of the necessary coverage timeline.
 - Vendor will provide detailed 24/7 rates for equipment/accessories/options included in this bid.
2. Vendor shall remedy any defect in software or equipment within forty-eight (48) hours, excluding State of Delaware recognized holidays, of the initial service request by The Agency. If this is not possible, Vendor shall provide comparative equipment or alternative location which has similar equipment for The Agency utilization at no charge within 50 miles of Dover, Delaware.
 - During 24/7 maintenance service contract periods, Vendor shall remedy any defect in software or equipment within eight (8) hours from time of initial service request by The Agency. If Vendor cannot remedy, Vendor will provide immediate comparative equipment or alternative location which has similar equipment for the Agency utilization at no charge within 50 miles of Dover, Delaware.
 - The vendor will guarantee the availability of replacement parts, applicable accessories and equipment for the duration of the contract term.

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D. Network Technical Requirements for Digital Press Equipment

The computer of the networked digital press equipment will be connected to the State of Delaware Network environment as a member computer. The vendor shall be responsible for providing technical support during the network connection phase if required by the State of Delaware Information Technology personnel. The computer shall comply with appropriate group policy, anti-virus protection, Windows Update, and other statewide security policies and implementations.

1. Networked digital press equipment will have either internal (embedded system) or external computer. The Vendor will secure external computers in a safe and aesthetically appropriate space adjacent to the digital machine with guidance from the Agency personnel. The Vendor shall provide footprint size of the entire unit as well as clearance accommodations for maintenance purposes.
2. The Vendor will provide technical training, at no charge, for three (3) of the State of Delaware Information Technology personnel relative to the connection of end-users for networked equipment.
3. The Vendor will provide migration and transition support services to the Agency personnel at no charge.
4. Any software operation upgrades issued during the term of the lease will be installed and provided to the Agency at no charge.
5. The vendor shall provide all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, power consumption, etc. All electrical requirements shall meet the equipment specific recommendations per the Manufacturer. It is the Vendor's responsibility to verify that all electrical provisions are met before delivering and installing the machines. The vendor will provide and install an Uninterrupted Power Supply (UPS) unit to the computer for each of the machines. The UPS shall provide adequate surge protection and battery backup to the computer allowing graceful shutdown in the event of power failure. The UPS shall provide a minimum of 15 minutes backup time at half load. The UPS shall be equipped with audible alarm when on battery and distinctive low battery. The control panel of the UPS shall have LED status display with load and battery bar-graphs and On Line. On Battery Replace Battery, and Overload indicators. The computer of the machine shall be configured such that it will shutdown gracefully or go hibernate when the battery level drops to 30% point.

E. INSTALLATION PROCEDURES

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

1. The Vendor shall spot, install, and make ready to use all digital press machines and accessories ordered by using agencies as part of the FOB destination delivered price in accordance with the delivery section of this RFP.

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2. Work shall be performed and completed during the work schedule developed with the Agency. Delivery is required within 30 calendar days or less of receipt of Purchase Order or faxed copy thereof.
3. The Vendor shall supply all materials and tools necessary to perform this service.
4. The Agency 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.
5. The Vendor 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 Vendor during the performance of his service.
6. The Vendor shall fully install all equipment and software,(if applicable).
7. The Vendor shall install all equipment at the location specified by the Agency.
8. The Vendor shall assist state agency staff in the installation and/or configuration of required software for the operation of copier-based multifunctional devices.
9. Required assistance for initial software installation shall be provided at no additional cost to the Agency. The Vendor may charge for any additional software installation if requested by the Agency.
10. The Vendor shall remove all packing materials from the state agency work site.
11. Work performed under this contract must comply with all appropriate OSHA standards.

F. Pricing Requirements for Digital Press Equipment

The Vendors shall provide the purchase price on which the equipment lease is based. The equipment lease pricing shall be based on a 60-month term, with the asset given a fair market value at the end of the lease. The Agency refrains the option to purchase the equipment at the fair market value at the end of the 60-month term. The monthly equipment lease payment shall be structured as a base equipment lease payment per equipment/accessory piece with a separate annual maintenance agreement based on a specified minimum number of prints for each digital press, including a reduced per print charge for overages for each digital press. A master equipment lease and a master maintenance agreement may be developed at contract execution.

1. Maintenance agreement pricing shall include all maintenance, repairs, parts, labor and consumable supplies (excluding paper).

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2. The Vendor shall not charge additional fees for accessory equipment or production equipment for services beyond contracted lease and maintenance agreement costs. Vendor shall itemize additional costs, if any, associated with equipment that is not included in the contracted cost. Additionally, the Agency shall not be charged for initial software/firmware and upgrade, installation, finishing/accessory equipment usage fees other than the initial lease and maintenance agreement cost.
 - If value added options are selected after the lease begins, Vendor pricing shall not exceed contract pricing for value added options and maintenance.
 - The Vendor shall provide and install software/firmware upgrade and patch during the contract period to ensure the current version is applied.
3. Any replacement of digital press equipment/accessory/option or add-on of digital press equipment/accessory/option under the contract must be accomplished without extending the equipment lease and/or maintenance agreement beyond the original term.
4. Monthly billing for each digital press equipment/options/accessories/maintenance agreement will be billed on one single invoice. Multiple invoices for each digital press equipment, accessory for press equipment and maintenance agreements shall not be accepted. Note: if two digital press machines (one (1) black and white and one (1) color) are leased, the Agency will receive two monthly invoices.

Single invoice format including required invoice billing information is included in this RFP (see Exhibit A). Vendor shall include sample invoice with proposal.

5. Vendor may offer to upgrade any or all existing leased or purchased equipment awarded during the contract term at no additional cost to the agency. At minimum, the upgrade must be the next model release or a higher model and offer improvements such as additional features, higher volume capacity, improved functions, technological advancements, etc.

Vendor may offer to offer to buy-out the remaining lease term of the existing equipment. The buy-out amount will be applied to effectuate a reduction in the total lease commitment of the upgraded new equipment. In no case shall the monthly lease amount for the upgraded equipment be more than the monthly lease amount of the existing equipment. The lease term of the upgraded new equipment may not exceed the original 60 month term. Maintenance agreement pricing for the upgraded new equipment shall be the monthly rate existing at the time of the upgrade for equipment/accessories on the original award.

If the Agency elects purchase option at any time, the Vendor may offer a trade-in credit for existing purchased equipment to be applied to the purchase price of any upgraded new equipment in accordance with 29 Del. C. § 7002.

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G. Add-On Leases/Purchases for Digital Press Equipment

1. During the term of the lease agreement, The Agency requires the Vendor to provide additional leased or purchased equipment and accessories at a cost comparable to the equipment leases and purchases and maintenance plans in the Vendor's original proposal and consistent with all other requirements listed in this RFP. The Agency shall retain the right to exercise said option, but shall be UNDER NO OBLIGATION to do so. The digital press equipment general and technical requirements, as well as pricing structure shall adhere to all requirements outlined in this RFP.

Digital press equipment/accessories/options acquired through the exercise of this lease option shall be co-terminus with the original lease. Exercise of this option does not extend the term of the original lease or its renewal periods. The lease term (s) entered into under this option applies to only the individually executed transactions. All other terms and conditions of the original agreement shall remain in effect.

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 to the digital press 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 x \$5.00.)

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SCOPE OF WORK DETAILS

H. CONTRACT TRANSITION

1. 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.
2. Upon award of the contract, the Contractor shall work with the Agency and any other organizations designated by the Agency 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.
3. 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 Agency in the "start-up" of the services.
4. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Agency 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.
5. 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 Agency, in order to insure the completion of such service prior to the expiration of the contract.**

PROPOSAL REPLY SECTION

CONTRACT NO. GSS571-DIGITAL PRESSES

Digital Presses for Color and Black and White Publishing

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to Government Support Services by **Tuesday, December 2, 2008 at 1:00pm EST** at which time bids will be opened.

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

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PROPOSAL REPLY SECTION

APPENDIX A

See Excel Spreadsheet Attachment

EXHIBIT A – SINGLE MONTHLY INVOICE FOR EQUIPMENT/MAINTENANCE
 (Our current model equipment is listed for clarification purposes)

Vendor Address/Contact Data
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX

Agency Ship-To/Installed At Address
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX

Agency Bill-To Address
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX

Contract Number
 XX-XXXX-XX

 Invoice Date
 XX/XX/XXXX

 Invoice Number
 XXXXXXXX

Billing:

<u>Equipment/Accessory:</u> <u>Serial Number:</u>	<u>Monthly Lease Fee:</u>	<u>Meter Usage/Meter Rate/Meter Fee:</u> <u>Overage/Overage Rate/ Overage Fee:</u>	<u>Monthly Maintenance Fee:</u> <u>27/7 Maintenance Contract Fee:</u>	<u>Totals:</u> <u>Totals:</u>
DT6115 Interposer XXXXXXX	\$XXXX.XX	XXX,XXX/\$XX.XXX/\$XXX.XX XXX,XXX/\$XX.XXX/\$XXX.XX	\$XXX.XX	\$XXXX.XX
DT6115 Controller XXXXXXX	\$XXXX.XX	XXX,XXX/\$XX.XXX/\$XXX.XX XXX,XXX/\$XX.XXX/\$XXX.XX	\$XXX.XX	\$XXXX.XX
DigiPath 4.0 PC XXXXXXX	\$XXXX.XX	XXX,XXX/\$XX.XXX/\$XXX.XX XXX,XXX/\$XX.XXX/\$XXX.XX	\$XXX.XX	\$XXXX.XX
DigiPath 4.0 Software XXXXXXX	\$XXXX.XX	XXX,XXX/\$XX.XXX/\$XXX.XX XXX,XXX/\$XX.XXX/\$XXX.XX	\$XXX.XX	\$XXXX.XX
Service Discounts:	\$XXXXX.XX	\$XXX.XX \$XXX.XX	\$XXXX.XX \$XXXX.XX	\$XXXX.XX
Totals:	\$XXXXX.XX	XXX,XXX/\$XX.XXX/\$XXX.XX XXX,XXX/\$XX.XXX/\$XXX.XX	\$XXXX.XX \$XXXX.XX	\$XXXXX.XX

Current Amount Due: \$XXXXX.XX

Summary/Statement/Information Section:

\$XXXXX.XX	\$XXXXX.XX	\$XXXXX.XX	\$XXXXX.XX	\$XXXXX.XX	\$XXXXX.XX
CURRENT	PAST DUE	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
		1-30	31-60	61-90	91+

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 # GSS571-DIGITAL PRESSES
Black and White Publishing

CONTRACT TITLE: Digital Presses for Color and

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

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

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

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

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

CONTRACT NO.: GSS571-DIGITAL PRESSES
TITLE: Digital Presses for Color and Black and White Publishing
OPENING DATE: Tuesday, December 2, 2008 1:00pm EST

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS: CERT. NO.	<u>Women 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

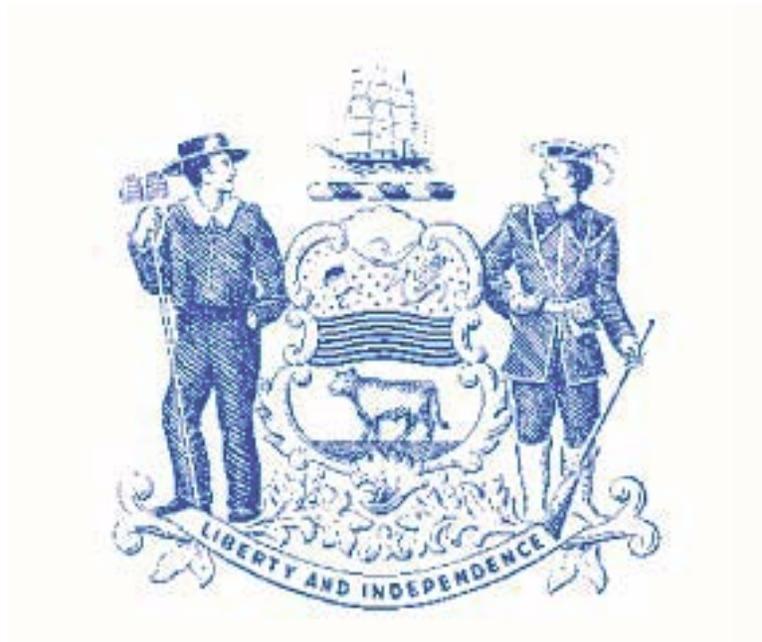
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____
City of _____ County of _____ State of _____



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
Website: 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).*

Documents to attach to your application	Sole Prop	Part/LLP	Corp/S-Corp	LLC	OMWBE Use
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

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 Marinas.

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
- 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.**

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)			
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

2. Primary owner applicant information			
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			

3. Firm is applying as:			
Minority Business Enterprise		Women Business Enterprise	
<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)

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
Officers of the Company				
Board of Directors				

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)			

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.).)

--

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.

For all companies
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):
For Construction-Related Companies Only (not including suppliers of construction materials)
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

