

State of Delaware
LOCAL TELEPHONE SERVICES
Request for Proposal
Contract No. GSS09580-Local Svc

September 16, 2009

- Deadline to Respond -
Tuesday, October 20, 2009
11:00am EDT

**State of Delaware
Office of Management and Budget
Government Support Services**

September 16, 2009

CONTRACT NO. GSS09580 - Local Svc

ALL OFFERORS:

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

REQUEST FOR PROPOSAL - CONTRACT NO. GSS09580 - Local Svc

- 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
 - E – APPENDIX B-EXCEL REPLY FORMS

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, October 20, 2009 11:00am EDT** to be considered.

Proposals shall be submitted to:

**State of Delaware
DTI Procurement Officer
Contract No. GSS09580-Local Svc
William Penn Building
801 Silver Lake Blvd
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 Hollylynn Ford at 302-857-4559.

A pre-bid meeting will be held at 10:00 am Friday, October 2, 2009 at the William Penn Building, 801 Silver Lake Blvd., Dover, DE 19904 . Attendance is strongly encouraged.

cjh

**State of Delaware
Office of Management and Budget
Government Support Services**

DEFINITIONS
AND
GENERAL PROVISIONS

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

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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

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

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

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 its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its 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 itself 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
DTI Procurement Officer
Contract No. GSS09580-Local Svc
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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 its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

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 its 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.

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. CONTRACT AWARD:

REF: Title 29, Chapter 6924(j) Delaware Code. The contract shall be awarded within 90 days of the closing date and time advertised in the request for proposals. The agency shall award a contract to the offeror whose proposal is determined in writing to be most advantageous to the State, based on the factors set forth in the request for proposals. The determination shall explain the basis of award.

3. EXECUTION OF CONTRACT:

- a. 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.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

4. 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.

5. THE CONTRACT(S):

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

6. 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.

7. INFORMATION REQUIREMENT:

The successful bidder's shall be required to advise the Department of Technology & Information of the gross amount of purchases made as a result of the contract.

8. 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.

9. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

10. **TERMINATION FOR CAUSE:**

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

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

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

2. **LAWS TO BE OBSERVED:**

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

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

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

8. **INVOICING:**

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

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

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

Revised 7/1/2009

REQUEST FOR PROPOSAL
CONTRACT NO.: GSS09580 - Local Svc
LOCAL TELEPHONE SERVICES
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 Local Telephone Service requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. MANDATORY USE CONTRACT:

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

4. CONTRACT PERIOD:

Each contractor's contract shall be valid from December 16, 2009 through June 30, 2012.

STATE OF DELAWARE
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. 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.

9. FUNDING OUT:

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

10. BID BOND REQUIREMENT:

Bid Bond Waived.

11. PERFORMANCE BOND REQUIREMENT:

Performance Bond Waived.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

12. MANDATORY INSURANCE REQUIREMENTS:

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

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware
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801 Silver Lake Blvd
Dover, DE 19904**

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

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13. STATE OF DELAWARE BUSINESS LICENSE:

Prior to receiving an award, the successful contractor shall either furnish Insert Department and Division 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.

14. 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.

15. OWNERSHIP OF INTELLECTUAL PROPERTY:

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

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.

STATE OF DELAWARE
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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 Insert Department and Division 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.

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 carmen.herrera@state.de.us. It shall contain the six-digit department and organization code.

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21. BUSINESS REFERENCES:

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

22. ORDERING PROCEDURE:

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

23. BILLING:

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

24. PAYMENT:

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

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 Department of Technology and Information 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, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

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Government Support Services

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 signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

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.

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 Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

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. Subcontractors, if any, shall be clearly identified in the financial proposal.

31. LIFE CYCLE COST ANALYSIS:

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

32. 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.

STATE OF DELAWARE
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Government Support Services

33. METHOD OF PAYMENT:

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

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

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

34. TERMINATION OF PURCHASE ORDERS:

- 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. 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.

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36. 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.

37. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:

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

38. 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.

39. 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.

40. 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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41. 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.

42. 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.

43. 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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44. 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.

45. 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.

46. AMENDMENTS:

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

47. SUBCONTRACTS:

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

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

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48. 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.

49. CONFIDENTIALITY:

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

50. 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
- Special Provisions
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

51. ASSIGNMENT:

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

52. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

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

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REQUEST FOR PROPOSAL

I. **INTRODUCTION:**

A. **PURPOSE:**

To provide the State of Delaware with Local Telephone Services, as per the attached technical specifications.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement local telephone services.

B. **GUIDELINES:**

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

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

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

II. **FORMAT FOR PROPOSAL:**

A. **INTRODUCTION:**

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

B. **COVER LETTER:**

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

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

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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 GSS09580. 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.

F. ADDENDA TO THE RFP:

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

G. INCURRED EXPENSES:

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

H. ECONOMY OF PREPARATION:

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

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

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

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J. ADDITIONAL GUIDELINES:

- Write your company name on the label of the CD.
- **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. Do not submit PDF files.**
- 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.
- Order of Documents in the Vendor Proposal (Proposal Reply Summary Form)

<p>Section 1 Signed Cover (Transmittal) Letter Signed original Non-Collusion Statement Signed original CD virus-free certification Signed original Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement</p>
<p>Section 2 Table of Contents</p>
<p>Section 3 Response to each requirement of this RFP Terms and Conditions by following the RFP numbering system is required. If you agree to the RFP in total, then a statement to that effect is acceptable.</p>
<p>Section 4 Complete response to Appendix A Technical Requirements</p>
<p>Section 5 Completed Appendix B, including: Pricing Sheets Business References Subcontractor Disclosure Exceptions to any RFP terms or conditions</p>
<p>Section 6 Balance Sheets and Income Statements for past three years</p>
<p>Section 7 All other information not included in above sections</p>

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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 Local Phone Services as described herein.

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

B. **DETAILED REQUIREMENTS:**

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

Key RFP Dates:

Activity	Due Date
RFP Availability to Suppliers	September 16-October 20, 2009
Written Questions Due	No later than October 1, 2009 4:30pm EDT
Pre-bid Meeting	October 2, 2009 at 10:00am EDT
Proposals Due (including pricing and signed non-collusion statement, signed cover letter, copies of CDs)	October 20, 2009 at 11:00am EDT
Public Proposal Opening	October 20, 2009 at 11:00am EDT
Contract Award	November 24, 2009

C. **INQUIRIES & QUESTIONS:**

Any questions with regard to any aspect of this RFP should be e-mailed to Carmen.Herrera@state.de.us must be received no later than October 1, 2009 by 4:30 pm EDT. Inquiries should make specific reference to the sections and page numbers from this RFP where applicable. All questions will be answered at the pre-bid meeting.

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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 of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) offeror.

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

B. **REVIEW COMMITTEE:**

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

C. **REQUIREMENTS OF THE OFFEROR:**

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

- * Brief history of the organizations, including accreditation status, if applicable.
- * Applicant's experience, if any, providing similar services. At least three references are required (See § 21 – Special Provisions).
- * Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- * Financial information (balance sheets and income statements) for the past three years.
- * Six (6) copies of RFP and cds.
- * Describe the methodology/approach used for this project including a work plan and time line.

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D. **CRITERIA AND SCORING:**

1.	The qualifications and experience of the persons to be assigned to the project. The demonstrated experience in providing equipment/services of comparable specifications/scope and value and project mgmt. experience.	20
2.	The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel and other resources. Migration Project Plan must be provided.	20
3.	The approach to performing the tasks set forth in the Scope of Work as expressed in the Work Plan. The understanding of the problem; details of the offering; how you plan to meet the requirements of this RFP. Thoroughness and completeness of the proposal relative to the requirements.	30
4.	The background, experience, resources, reputation, financial resources and years in business and references.	20
5.	The provider's location relative to the location of the required services.	20
6.	Attendance at the Pre-bid meeting.	20
7.	The price proposal/pricing structure or Total Proposed Cost; Life Cycle Costing.	50
8.	The training plan and training facilities/staff relative to the requirements of this RFP.	10
9.	The management reports and reporting requirements	10
10.	NETWORK RELATED CRITERIA: Demonstrated experience in development and implementation. Responsiveness (degree of fit) with the requirements, and apparent overall quality of proposed software, hardware, communications and services. Quality of technical environment and advanced services. Degree of Interoperability with offeror's own or other suppliers' services.	30
TOTAL SCORE:		230

For each criteria listed above the Review Committee members will assign up to the maximum number of points identified. The price of E-Rate eligible products and services will be the most heavily weighed factor with the price of E-Rate ineligible products and services, if any, given less weight.

V. **PREBID MEETING:**

A pre-bid meeting has been scheduled for October 2, 2009 at 10:00am EDT. Attendance is strongly encouraged.

VI. **ATTACHMENTS:**

- Appendix A – Scope of Work Details
- Exhibit A – Current Line Configuration
- Appendix B – EXCEL Reply Forms

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APPENDIX A
SCOPE OF WORK DETAILS

The Department of Technology and Information (DTI) will acquire local exchange telephone services ("Services") on the behalf of the State of Delaware, its Agencies and school districts; it shall be made available to other municipalities, commissions and other State funded entities that are authorized to participate in contracts for services.

The following specifications are for the establishment of a requirements-type contract, with firm fixed prices, for the delivery and installation of local exchange telephone service.

Voice Services – Required

- Flat Business Lines
- Centrex Service
- Voice Mail
- Direct Inward Dialing Capability/Direct Outward Dialing
- Directory Services

Transport - Required

- ISDN BRI / PRI
- DSL
- Dedicated Circuits (Frame Relay, TLS, OC-x)
- Session Initiation Protocol (SIP) Trunking

Currently, Verizon Business supplies the State of Delaware with access lines, SIP, PRI, TLS, Frame Relay, ISDN, and DID. Verizon Business supplies long distance services under separate contract.

See Exhibit A for breakdown of quantities and locations.

1. SERVICE COMMENCEMENT DATES:

Contractor shall deliver/install the requested Services identified ready for use effective December 16, 2009.

2. SECURE FACILITY REQUIREMENT:

Contractor will comply with security procedures when providing services to locked facilities.

Contractor employees shall relinquish their Company Identification and State or Federal recognized identification card prior to entry into a State Correctional facility. Upon exiting of the facility they must relinquish the facility identification card. Only then will their surrender identification be returned to them.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

3. EXPENSE MANAGEMENT SYSTEM WORK ORDER REQUESTS (EMS):

DTI retains the exclusive authority to order all Services delineated herein. The State will issue an electronic version of a Work Order Request, using a third-party vendor's proprietary system (EMS), to the Contractor for Services identified herein. The EMS Order must identify the Service(s) to be acquired, the price for each Service and the required Service Commencement Date for each Service.

Upon receipt of an EMS Order via either regular mail, facsimile, or electronically, the Contractor shall process the Work Order and return a Service Order identifying the following information:

- a. Verification that the EMS Order is technically correct;
- b. Date Services will commence or be disconnected along with applicable billing start/stop date;
- c. Identification of Working Telephone Number or Circuit ID, Service Order Number, and Billing Telephone Number (BTN), and;
- d. Other applicable administrative information necessary to deliver the Services requested on the EMS Order.

4. TERMINATION OF INDIVIDUAL:

Any individual EMS Work Order under this Agreement may be terminated, in whole or in part, by the State for its convenience, at any time prior to the completion of the EMS Order via written notice to the Contractor. There are no other costs or obligations for termination for convenience, i.e. circuit or service life. The State shall be responsible for any costs solely associated with circuit or service cancellation after installation.

5. SERVICES WARRANTY:

All Services purchased under this Agreement remain under warranty for the time period commencing after acceptance by the State and continuing through expiration of the Agreement, or discontinuance of the Services at the discretion of the State.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

6. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS:

All Services (each installation) are subject to inspection and testing by the State to ensure Services delivered are in accordance with all requirements delineated herein and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration of the seventy-two (72) hour period). If the Contractor's Services fail to meet the Contract specifications or other requirements, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Such rejection will terminate the individual CSR issued under this Contract, and at the sole option of the State, the Contract. Such termination shall exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment for Services delivered, however, acceptance by the State following testing and evaluation during the seventy-two (72) hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the applicable remedies provided herein.

7. SERVICE RESPONSE TIMES:

Contractor shall respond to reports of repairs and work order requests in accordance with the targets in the chart in Section 23. LIQUIDATED DAMAGES of this document. Contractor's response may be on-site or from a remote location. Service may be delivered via remote diagnostics with on-site response if the service cannot be delivered remotely.

8. MANAGEMENT REPORTS:

The Contractor shall be responsible for all aspects of service, quality, reliability, interconnectivity, and interoperability of the services offered. The Contractor must provide at no cost to the State, on a quarterly written report, a report that details:

- a. The percentage blocking of the State's access facilities for all requested locations.
- b. Percent availability of all required services and features at requested locations.
- c. Dedicated circuit outages to include circuit description, down time, repair time, reason for failure, and corrective action to prevent reoccurrence.
- d. Switched service outages at requested locations to include facilities description, down time, repair time, reason for failure, and corrective action to prevent reoccurrence. Vendors must provide the media type options available for the above reports.
- e. Busy studies, when requested, must be provided to the State within 15 business days of the last day of the study. In lieu of a written report, the State prefers on-line retrieval via the Internet within 48 hours. Any charges associated with this service must be disclosed.
- f. Contractor must describe all standard reports and any special reports available to the State for local services including quarterly inventories of all local services provided.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

9. TROUBLE REPORTING:

Contractor shall provide designated point-of-contact name, address, email address and toll-free telephone number for the reporting of Service problems encountered by the State while using the Services. The point of contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

10. DOWNTIME CREDITS:

The State shall be rebated, or credited, a prorated portion of the applicable monthly service charges for each occurrence during which the State is denied use of the service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours or portions thereof, during which the State is denied access to the service, or provide a credit to the Authorized User for each eight (8) hours or portion thereof that the State is denied access to the service. These credits apply in addition to any liquidated damages as defined in Section 23 LIQUIDATED DAMAGES of this document.

11. UNIVERSAL SERVICE FUND (USF), E-RATE, AND RURAL HEALTH CARE PROGRAM:

All services and products requested within this RFP will be made available to schools and libraries statewide and must therefore meet all E-Rate guidelines for eligible services and products, service providers, and contracts. A provider's failure to prove eligibility for E-Rate will eliminate them from consideration for these contracts. A provider's failure to commit to all required participation guidelines will eliminate them from consideration. The E-Rate benefit to the State of Delaware is in the millions of dollars and cannot be jeopardized by introducing problems with the contracts and/or providers resulting from this RFP. Therefore, throughout this RFP there are references to E-Rate requirements, as well as potential conversion costs, as they may relate to potential delays or issues associated with establishing valid eligible contracts for E-Rate eligible customers statewide. Because the use of the resulting contracts by the K-12 schools and libraries is at their option, no usage or inventory information can be made available.

As the result of the Telecommunications Act of 1996, Congress directed the Federal Communications Commission (FCC) to "establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries."

The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the \$2.25 billion (annual) program known as E-Rate.

Schools and libraries must apply for eligible services, from eligible service providers, every year. The eligible services fall into one of four categories:

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

11. UNIVERSAL SERVICE FUND (USF), E-RATE, AND RURAL HEALTH CARE PROGRAM (CONT'D):

- 1) Telecommunications
- 2) Internet Access
- 3) Internal Connections
- 4) Basic Maintenance

Price markups to libraries and K-12 schools are not allowed.

Vendor Requirements for Participation:

Providers of telecommunication services must meet certain qualifications to be eligible to provide the services and receive USAC reimbursement. To be an Eligible Telecommunications Provider (ETP), a USAC term used for "telecommunications carrier," the provider must:

- Contribute to the Universal Service Fund (USF)
- Provide telecommunications services on a common carrier basis
- File an FCC Form 498, Service Provider Information Form
- Obtain a Service Provider Identification Number (SPIN) through the Form 498
- File an FCC Form 473, Service Provider Annual Certification Form, on an annual basis
- File an FCC Form 499

The FCC has determined that in order to provide Telecommunications Services (voice, video or data transport), the Service Provider must provide such services on a common carrier basis. The FCC has placed no restrictions on the Service Providers who offer Internet Access or Internal Connections services, beyond general compliance with program rules. These guidelines can be found in much greater detail by visiting <http://www.sl.universalservice.org/vendor/manual/>.

Red Light Rule:

The FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Commission. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) and no invoices will be paid.

Service Provider Responsibilities:

- To provide, as part of the RFP response, the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Service provider's company.
- To provide, as part of the RFP response, the Service provider's SPIN.
- To maintain the Service Provider Annual Certification Form.
- To notify the State in the event the Service provider has been subjected to the "Red Light Rule".
- To ensure, to the best of the Service Provider's ability, that all services for which E-Rate discount is sought are indeed eligible services as described in the Eligible Services List <http://www.sl.universalservice.org/reference/eligible.asp>.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

11. UNIVERSAL SERVICE FUND (USF), E-RATE, AND RURAL HEALTH CARE PROGRAM-(CONT):

- To abide by all E-Rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For complete program overview, please visit <http://www.universalservice.org/default.asp>.

E-Rate Funding:

The E-Rate funding year starts July 1st and ends June 30th of the following year. SLD generally is unable to issue Funding Commitment Decision Letters (FCDL), before the July 1st start date. Therefore, service providers will be unable to get USAC reimbursements until sometime later in the year; in some cases even in the last quarter. Most applicants simply do not have the budgets to pay full, undiscounted prices for services, especially recurring services, until the time they get notification of funding approval. Any service provider that is able to offer discounted service rates, at a rate close to the applicant's projected discount, will receive additional consideration during evaluation.

The State understands the effect that the Universal Service Fund, E-Rate, and Rural Health Care Program have on both the Local Exchange Carriers (LEC) and the Interexchange Carriers (IXC). The offerors should detail any and all costs related to USF, E-Rate, and Rural Health Care Program, i.e., USF percentage. Information provided should specifically detail the offeror's intent to either absorb all access reform related costs or pass these charges to the State.

- Failure to detail these costs will prevent the Contractor from having the opportunity to pass these charges to the State or its agencies and institutions.
- Offerors will merit higher scores in the evaluation process if they are able to absorb these costs as a part of doing business.
- Contractors not electing to absorb these costs must provide a price cap on (USF) and (PIC-C) charges to be honored throughout the length of the contract.
- All respondents will verify their familiarity with Federal and State statutory and regulatory requirements regarding the provision of telecommunications services in accordance with the Universal Service Administrative Company and the Schools & Libraries Division as it relates to the provisions of the E-Rate Program.

11. ADDITIONAL SERVICE QUANTITIES:

The State may order additional quantities of Services during the Term, or any extensions thereof, from this Contract at the computed unit prices expressly stated herein for any locations within the Contract area.

12. LOCAL NUMBER PORTABILITY:

Contractor must be able to provide Local Number Portability. The State will not accept any change of telephone numbers as a result of this Contract.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

13. REQUIRED SERVICE DELIVERY INTERVALS:

- a. Initial Service: Subsequent to award of a Contract, after receipt of a properly executed Customer Service Request from DTI, the Contractor shall deliver and install the initial service. Contractor shall provide this information in the proposal.
- b. MAC's - (Moves, Adds, Changes): After service has been established at a location within the specified service area, the Contractor shall deliver and install additions and/or make changes to in-place services, and/or de-install or disconnect existing service after receipt of the order from DTI. Contractor shall provide this information in the proposal.

14. MANDATORY BID RESPONSE REQUIREMENTS:

- a. In the Proposal Reply Section bidders shall provide the total monthly cost of all charges, surcharges and fees, if any, the State will incur in addition to the monthly costs quoted for utilization of the services specified on the Price Schedule. A brief explanation of the manner in which the charges will be applied must also be submitted with the bid, i.e., "cost per line per month, cost per trunk per month, etc."

NOTE: BIDDERS SHALL INCLUDE ALL APPLICABLE MONTHLY CHARGES LEVIED BY ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE DELIVERY OF THE SERVICES SPECIFIED IN THIS RFP.

- b. In the Proposal Reply Section bidders shall provide the total additional one-time costs, if any, the State will incur, in addition to the non-recurring installation costs listed on the Price Schedule, when ordering service from the contract. A brief explanation of the manner in which the charges will be applied must also be submitted with the bid, i.e., "cost per service order, cost per day, construction costs, etc."
- c. Bidders shall provide a detailed list of the additional services and features, if any, that are available with the services specified herein and are at no additional cost to the State.

15. ADDITIONAL SERVICE OFFERINGS:

The State may order new or additional Services during the Term or any extensions thereof, from this Contract. Both parties agree that as the Contractor offers new or additional Services, the Contract may be amended to include them as evidenced by a writing signed by both parties.

16. MANDATORY INSTALLATION REQUIREMENTS:

- a. The Contractor shall terminate all cable pairs on a Contractor provided RJ-21X network interface device (NID) located in the facility's building main telecommunications equipment room. The NID shall be labeled with the seven (7) -digit telephone numbers to clearly identify the location of each line on the interface. The NID shall be located in each facility's building main telecommunications equipment room. The Contractor may utilize existing in-house wiring to the main telecommunications equipment room.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

16. MANDATORY INSTALLATION REQUIREMENTS - continued:

Additionally the Contractor shall provide and install voltage surge suppressors on each line installed in the facility. If no in-house wiring is available, the Contractor is responsible to extend the NID to the MTE Room using Contractor provided wiring.

The State will be responsible for all in-building cabling from the NID to the telecommunications outlets for Telephone sets, facsimile machines, etc. The State may request that the Contractor provide in-house wiring from the NID to the outlet at the State's expense

- b. The Contractor shall be responsible for cross-connecting the lines to the building's in-place telecommunications cabling system to provide service in the locations identified by the agency, to the extent of available, existing in-house wire.
- c. It shall also be the responsibility of the Contractor to fully test the installed service to certify that the service and all features are functioning properly from the CO to the NID.
- d. During the course of the installation, the Contractor shall not interfere with the current operational telephone system and/or telecommunications cabling system in a manner that causes operational outages. In the event that temporary modifications to the existing telephone and/or cabling systems become necessary to complete the installation of the new service, the Contractor shall notify the on-site contact person of such need in order to schedule a mutually agreeable time for the State to have the modifications completed.
- e. The Contractor shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to install the services at the locations specified on the Customer Service Request issued by DTI.
- f. A Migration Strategy Plan for converting from the State's existing local services to the newly awarded contract must be provided. This Project Plan must be complete and inclusive of all associated charges, both recurring and non-recurring, and include a detailed timeline of events.
- g. The Contractor must include a Migration Strategy for moving to next generation, advanced services.

17. TRAINING REQUIREMENTS:

- a. The Contractor shall be responsible for providing training on the use of the service when requested.
- b. Training Materials, i.e., operation manuals, instruction cards, logs, etc., shall be provided in conjunction with a verbal explanation of the system features and configuration.
- c. All costs for training and training materials shall be included in the basic cost of services to be provided.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

18. WARRANTY AND MAINTENANCE REQUIREMENTS:

- a. The local exchange service shall be warranted to operate free from failure and shall be available for use by the State twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of the warranty shall be included in the monthly cost for the service.
- b. The Contractor shall respond to reports of interruptions of the normal operation of the local exchange services within one (1) hour after receipt of notification from the State. The Contractor's response may be on-site or from a remote location based on the Contractor's determination of the source of the failure. If an on-site response is required, the Contractor's repair personnel shall be on-site and working to restore service within four (4) hours after receipt of the initial report of the failure.
- c. Contractor shall guarantee response time of within two (2) hours for emergency service as defined by the owner agency. That service may be delivered via remote diagnostics with on-site response if the problems cannot be corrected remotely. Regular repair service must be guaranteed a response within 4 hours. The Contractor shall provide help desk services and remote diagnostics to the State of Delaware on purchases made from this contract. The Contractor shall provide technicians with assistance from trainers and manufacturer-certified system experts via a local or toll free number. Problem determination, tracking, reporting and follow-up with callers must be provided.
- d. The Contractor must provide help desk and remote diagnostics for services provided. The Contractor's help desk services and remote diagnostics must be available fulltime, 24 hours per day, 365 days per year. Help desk services must be available from the Contractor directly and must be handled by dedicated account resources. The Contractor shall provide an answering service, pager, or voice mail system to receive incoming calls for after-hours emergency repair calls and service.
- e. A dedicated Service Manager must be assigned by the Contractor to handle all contract service and repair escalations.

19. MANDATORY TECHNICAL REQUIREMENTS FLAT BUSINESS LINE SERVICE:

- a. The Contractor shall have local calling service available at all locations, all three counties, within the State of Delaware. All local service requested as part of this RFP must be provided 24 hours a day, 365 days a year, with service to meet or exceed 99.95% availability.
- b. Digital and Analog Centrex: Centrex or Centrex-like services must include station-to-station calling within the Centrex group, local telephone network access, and access to the State's long distance network/provider. Station to station calling between Centrex groups within the local calling area in selected locations, if available, is desired. All Centrex service requested as part of this RFP must be provided 24 hours a day, 365 days a year, with service to meet or exceed 99.95% availability.
- c. The State requires service comparable to services currently provided by the existing provider. Please state all features available within this service.
- d. The State cannot undergo any telephone number changes. Bidders must provide for local number portability at no charge to the State. Bidders must define the process of enacting local number portability.

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APPENDIX A
SCOPE OF WORK DETAILS-(continued)

19. MANDATORY TECHNICAL REQUIREMENTS FLAT BUSINESS LINE SERVICE (CONT):

- e. Each CENTREX line shall be capable of being configured with direct inward dialing (DID), direct outward dialing (DOD) minimum four (4) digit station-to-station calling (intercom), ability to selectively allow or deny lines / trunks the ability to place long distance (toll) calls, call hold, call transfer all calls (internal and external), consultation hold, three-way calling (conference), and call forwarding-busy and no-answer (within the system), call forwarding-variable (inside and outside system), and call pick-up.. Contractor must provide DID/DOD capability 24 hours a day, 365 days a year. Access to the State's outbound facilities (DOD) should not exceed 1% based on total busy hour blockage/total hour attempts.
- f. The CENTREX lines shall be capable of being configured for DTMF, loop start and ground start signaling.
- g. Upon request, the Contractor must agree to suspend Centrex service on any line or group of lines for a temporary period at a reduced line rate, not to exceed 50% of the normal monthly rates. The State expects that no non-recurring charge will be assessed for this service. This service suspension capability is required for State entities during seasonal or unique situations.
- h. Contractor must agree to make all requested changes for moves, adds, and changes to Centrex line features and attributes including changes to trunk groups and call hunting, etc. within 48 hours from the receipt of request, unless the required change is service affecting, in which case the changes must be made immediately upon receipt of request. This is a requirement for all State entities.
- i. The State may employ services to remotely access selected central office switches to make moves, adds and changes to Centrex line features and attributes on both a near real-time and batch basis. A graphical user interface (GUI) is highly desirable. This functionality should be provided at the awarded vendors' expense to accommodate future requirements. The ability to access control tables relational to translation tables to administer trunk groups, call hunting tables, etc. that will enable the user to fully administer and run reports mirroring a PBX administration environment is highly desirable. The specific functionality desired will be negotiated with the awarded vendor. If the Contractor is unable to provide this functionality to the State, the Contractor must agree to make all requested changes within 48 hours from the receipt of request, unless the required change is service affecting, in which case the changes must be made immediately upon receipt of request. This is a requirement for all State entities.
- j. Contractor must provide network intercept to recorded announcement as an inherent network capability when a call cannot be completed. On request by the State, the Contractor must also provide customized announcements including call referral to another number. The Contractor must allow intercept announcements for a minimum of six (6) months for number changes or until the new number is published in a directory of the most commonly used LEC in the respective service area.
- k. The ability to restrict lines from dialing certain NPA's such as 700, 900 and 976 and the ability to restrict lines from receiving Collect and Third Party Billed calls is required.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

19. MANDATORY TECHNICAL REQUIREMENTS FLAT BUSINESS LINE SERVICE (CONT):

- l. Integrated Voice Mail Service shall be available with the CENTREX lines. Each voice mailbox shall be configured to provide a minimum of fifteen (15) minutes of storage for recorded voice messages and greetings. The Voice Mail Service shall allow interactive messaging among voice mailboxes to provide capabilities such as message forwarding, broadcast messages, etc. All available options for provisioning Voice Mail Service are to be offered with pricing options clearly itemized. The Voice Mail Service shall be integrated with the local line service to automatically activate visual message waiting indicators of system-compatible analog and digital telephone sets. The visual signals shall be activated when messages have been received in the voice mailboxes associated with the lines to which the telephones are connected. The Voice Mail System shall also be capable of generating an audible message waiting indication (stutter dial tone) to signal that a message has been left in the voice mailbox assigned to a line connected to a telephone that is not equipped with visual message waiting indication. The message waiting indicators (visual and audible) shall be automatically deactivated when the messages in the voice mailboxes have been reviewed and properly processed.
- m. The Voice Mail System shall provide callers the option to dial a single digit (preferably "0") to automatically transfer their calls to a pre-assigned "live operator", upon accessing a voice mailbox. System users shall be capable of designating any line as the line to which "operator revert" calls are transferred.
- n. Directory Services: Contractor must provide full Directory Services to the State at no additional cost. Contractor must publish a directory listing in the Blue-page directory of the most commonly used LEC in the respective service area. Any cost associated must be disclosed. Contractor must provide 24 hours a day directory assistance and must provide number-referral services, if required, at no cost to the State.

Directory assistance service must be provided to include requests for all domestic locations to the extent that listings are available. Directory Assistance Call Completion Service must not be allowed unless it is provided without charge.
- o. E911 and 911 Emergency calls via E911 must be carried and be compatible with all E911 emergency notification networks within the proposed areas. The Contractor must ensure that calls to E911 centers indicate the actual street level address of the calling number.
- p. The State's current Preferred Intra-/Inter-exchange Carrier (PIC) is VERIZON BUSINESS. To be responsive, the offeror's facilities must provide "Equal Access" to all interexchange carriers (IXCs) to allow the State to route all of its outgoing long distance calls to Verizon Business, or any other IXC that the State may select to use in the future. In the space provided on the Price Schedule, bidders shall quote the firm fixed price the State will be charged to change its inter-LATA and intra-LATA PICs to another IXC at any time during the term of the contract or its renewal periods.
- q. The State currently operates a Verizon Advanced Integrated Network with Virtual Private Network (VPN) connections from its three county hubs (Wilmington, Dover, Georgetown) to a master network switch. This enables the State to access its contract long distance carrier, Verizon Business, via dedicated access PRI trunks to obtain intraLATA and interLATA long distance service at dedicated access rates. Offeror must describe how they propose to carry the State's intraLATA and interLATA calling volumes to the Verizon Business point of presence to obtain the same dedicated access rates for long distance.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

19. MANDATORY TECHNICAL REQUIREMENTS FLAT BUSINESS LINE SERVICE (CONT):

- r. The State currently operates a number of remotely located Centrex blocks that are provided access from those blocks to the county hubs via VPN connections so that the remote sites enjoy the same dedicated access rates for long distance as the on-network hubs. Offeror must describe how they propose to carry the State's remote sites' intraLATA and interLATA calling volumes to the Verizon Business point of presence to obtain the same dedicated access rates for long distance.

20. TRANSPORT SERVICES:

- a. ISDN Service: All geographic areas within the State for both BRI and PRI types are required. Provide ISDN Primary Rate Interface (PRI) trunks with combinations of 23B+D, 24B, and 23B/Backup D. Other PRI features should include Caller-ID, Call-by-Call, Combination DID/DOD Trunk services, and any other features available on PRI circuits.
- b. DSL Service: Digital Subscriber Line for business service.
- c. SIP Trunking: Describe the availability of SIP trunking in all geographic areas within the State.
- d. TLS Services: Describe the bidder's method of TLS or TLS-like implementation. The State assumes that most proposers require a host port at one end which can support multiple circuit terminations. Describe how the customer interfaces to the bidder's network. Interfaces would include the type of equipment is used and include termination media types.
- e. QoS: With deployment of a converged network, the State recognizes that Quality of Service will become a critical feature for the end to end data transport network. The State deploys QoS settings to enforce various priorities for applications such as Voice over Internet Protocol and Video Conferencing.
- f. Rate of Bandwidth: Define how the bidder's network performs, if any, rate limitations for the traffic traversing the bidder's network. If rate limiting is performed is there an additional cost associated with the customer's ability to achieve the maximum rate of bandwidth of a given class of service?
- g. Security: Bidders must describe how data is secured in transit from one location to another.
- h. Diagnostics: Describe any tools, systems, or services offered as part of the network(s) provided for proactive problem detection, response, and notification of State personnel. If this is offered on an optional cost basis, please include cost.
- i. Media: Indicate if each service is available over copper or fiber.
- j. Notification: Specify the method by which the bidder will notify the customer of service impacting events, maintenance and/or outages.
- k. Dedicated Circuits (Includes Dark Fiber and/or SONET services): The State uses various types of dedicated digital facilities in various bandwidth increments. Specify the types of circuits available and in what increments these circuits are available. Include all geographic locations within the State in which these circuits are available.

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- l. Installation Intervals: Assuming the bidder is acting as an agent for the State and coordinating installation of dedicated digital circuits, indicate the required time to implement each service once an order is placed.
- m. Route Diversity: Describe arrangements currently in use to provide physical route diversity for LEC-provided special access facilities between customer premises and bidder's point of presence (i.e., alternative access providers, microwave facilities, etc.).
- n. Implementation: Describe the ability to provide digital cross connect for routing and aggregation of dedicated circuits.
- o. T1 Access Circuits: T1 access lines should be provided and configured as applicable for AMI, D4, ESF, and B8ZS framing formats. Configuration will be specified for each application. Some T1 circuits may terminate in alternative access terminating equipment provided by the State including but not limited to ATM, fiber termination and other viable access technologies.
- p. Point to Point: Describe availability of leased dedicated lines (such as T-1's, DS-3, and Optical Carrier), that may or may not be conditioned, installed between two or more points and carries signaling and information totally provided by the State; include Ethernet and Dark Fiber. Usage must include radio control lines and video surveillance with alarm system which includes video surveillance, WAN networks and other data signaling.

21. MANDATORY BILLING AND INVOICING REQUIREMENTS:

- a. Each monthly invoice shall include both monthly recurring charges and non-recurring charges for one-time installation costs, partial month's service charges, etc. The non-recurring charges are often referred to as "Other Charges and Credits (OC&C)". The invoice shall specifically delineate State and Federally mandated charges and fees, such as Delaware Relay Service, Universal Service Fund, Federal Access Fees, etc. No invoice may include any costs other than those identified in the Price Schedule. The State is exempt from paying all State Taxes.
- b. All charges must be identified at the lowest level of detail (i.e., phone level, circuit number, etc.). Failure to submit adequate billing details will result in non-payment of the invoice.
- c. Contractor invoices/bills must include the contractor's Federal Employee Identification Number (FEIN).
- d. Contractor invoices/bills must be submitted within thirty (30) days after the services are delivered. Any charges disputed by DTI must be formally responded to by the contractor within thirty (30) days or DTI will assume problems are resolved.
- e. Contractor invoices/bills will be paid in accordance with the Del. Code, which requires payment within thirty (30) days of receipt of goods and/or services or a proper invoice, whichever is later.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

21. MANDATORY BILLING AND INVOICING REQUIREMENTS (continued):

- f. Charges shall be provided on electronic media at the detail level. All additional instructions pertaining to invoices and billing are also identified in other sections of this RFP.

The State requires that call detail records for all proposed services be made available to the State in electronic format. Describe in detail which types of media, and formats, the billing invoices can be made available for each of the service types being proposed. The State can import data from either a compact disk, or an SFTP file, or EDI transmission (preferable) or via download from a web-based, online portal. Describe in detail the offeror's proposal to meet this requirement.

The records will be uploaded to the State's ASP system, EMS-11 at SYMPHONY SERVICES for rebilling to state agencies. Describe in detail how this will be accomplished for each service type being proposed.

This detail should be provided in an industry standard format. Please provide a small sample of call record detail and note whether the format is proprietary or an industry standard, such as DTR, IDT, or SDN.

Describe how your company uses E-mail to deliver billing invoices or notification of invoice posting to an online portal.

- g. CD ROM - The State requires one (1) CD to be provided as invoicing on CD at no additional charge to the State. The CD provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.
- h. If at any time, the contractor is unable to submit accurate invoice information in the required format, the State may at its sole option refuse payment of the contractor's invoice, or may delay payments without penalty.

All requests for credits made ten (10) calendar days or more before the close of a billing cycle must be reflected on the next invoice. If the contractor does not include the credits requested and due on the invoice, the State will deduct a like amount from future bills.

Contractor invoicing contact information shall be updated with billing services, when changes in personnel occur during the full contract term.

22. LIQUIDATED DAMAGES:

If a correction is unsatisfactory or not timely made, without waiver of the right to declare a termination and other remedies, Contractor may be required to pay a liquidated damage retroactive to the original notice date until it is corrected.

The liquidated damages shall be deducted from the Contractor's next invoice or may be billed to the Contractor directly.

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APPENDIX A
SCOPE OF WORK DETAILS-(continued)

22. LIQUIDATED DAMAGES (continued):

If the Contractor fails to meet the contract requirements, within the time specified, or within such additional time as may be granted by the formal action of the State, the Contractor shall pay to the State liquidated damages.

This sum shall be considered as reimbursement, in part, to the State, for the loss of the use of the items agreed to in this document.

The State reserves the right to assess the following liquidated damages for service.

Type of State Request				
<u>Contractor Action</u>	<u>Work Order</u>	<u>Urgent Work Order</u>	<u>Support Request (Repair Ticket)</u>	<u>Major Outage</u>
Acknowledge the Request & Communication	24 Hours Written	2 hours Verbal	2 hours Ticket Number assigned	Immediate Ticket Number assigned
Response Interval & Communication	3 Days Verbal	2 hours Verbal	2 hours Verbal	1 hour Verbal
First Report Interval & Communication	5 Days Verbal	4 hours Verbal	4hours Verbal	2 hours Verbal
Progress Report & Communication	None Required	4 hours Verbal	4 hours Verbal	2 hours Verbal
Resolution Report & Communication	10 days Written	5 days Written	5 days Written	3 days Written
Liquidated Damages	\$32/day	\$60/day	\$60/day	\$2500/outage/day

For unresolved requests, the Contractor shall pay the full amount of liquidated damages starting immediately following the missed action and then every 24 hours until the action is resolved.

Note:

- Respond: To start or schedule the work
- First Report: The assessment of the problem
- Resolution: The work is complete or the problem resolved, as applicable.
- Written: Report of root cause analysis, remediation & processes implemented to prevent future reoccurrence

This sum shall be considered as reimbursement, in part, to the State, for the loss of the use of the items agreed to in this document.

For the purposes of liquidated damages, the number of days that the State causes a time delay will be added to the awarded vendor's due date.

APPENDIX A
SCOPE OF WORK DETAILS-(continued)

23. TRANSITION PLAN:

Bidders shall submit as a part of their response a preliminary implementation plan. This plan should consist of a step-by-step itemization of all steps necessary to install/cutover the requested products and services from the point of receiving a request to the point of advising the State that these services are ready for acceptance by the State. The plan must include survey, engineering, installation, cutover, and the like. Additionally, the plan must include:

- a. how the identification of circuit numbers and end locations will be done;
- b. how the new replacement circuits will be identified;
- c. how end-to-end tests will be conducted;
- d. how disconnect orders and billing department change notifications will be made.

This plan must be finalized with the State not later than two (2) weeks after receiving final notice of contract approval by the State.

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**EXHIBIT A
CURRENT LINE CONFIGURATION**

NOTE: Addresses of all circuit locations will not be provided as part of this bid document.

STATE AGENCY LINE COUNTS:

CENTREX Lines	9,447			
FLAT BUSINESS Lines	241			
ISDN-PRI	143			
ISDN-BRI	302			
DSL-Business	4			
OC-3c	1			
FRAME RELAY	199	(9 @ 56K	1 @ 384KBPS	189 @ 1.536M)
TLS	338	(310 @ 10M	21 @ 100M	7 @ 1000M)
DID Stations	22,880			
800 Numbers	123			
SIP Trunks	2	(1 @ 302-577	1 @ 302-739	both with 99 concurrent calls)

STATE AGENCY CENTREX LINES:

<u>CENTREX Location</u>	<u>Inventory Quantity</u>	<u>CENTREX Location</u>	<u>Inventory Quantity</u>
189-5054 Count	1	684-3095 Count	2
189-6965 Count	1	732-9501 Count	37
189-7676 Count	1	735-3700 Count	1
189-8473 Count	2	739-4000 Count	3213
226-2546 Count	1	739-4040 Count	102
227-1042 Count	1	739-4041 Count	461
227-6881 Count	45	739-4042 Count	306
239-5680 Count	1	739-4043 Count	357
284-4526 Count	25	739-4045 Count	1131
335-1401 Count	9	739-4046 Count	295
337-0189 Count	1	739-4047 Count	433
337-3028 Count	1	739-4048 Count	116
337-3331 Count	43	739-4049 Count	199
349-4028 Count	12	762-6060 Count	332
378-5704 Count	1	792-5722 Count	13
398-3280 Count	9	792-9521 Count	20
398-4237 Count	16	798-6192 Count	1
436-1520 Count	13	836-2100 Count	1
477-8500 Count	8	855-1900 Count	5
539-1144 Count	7	857-5000 Count	4
571-1114 Count	6	875-1483 Count	54
571-4900 Count	4	877-0378 Count	2
577-2001 Count	138	934-5236 Count	1
577-2011 Count	1886	<u>934-7082 Count</u>	<u>38</u>
628-2000 Count	85	Total	9447
645-1058 Count	3		
658-8960 Count	2		
684-1309 Count	1		

School District Centrex Lines Report

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BTN	School Name	Centrex Lines	Comments
302-378-5000	Appoquinimink School District	199	
302-832-1343	Appoquinimink School District	9	
302 475-3950	Brandywine School District	132	
302 479-1600	Brandywine School District	90	
302 762-7125	Brandywine School District	207	
302 792-3800	Brandywine School District	181	
302-793-5000	Brandywine School District	0	DID and ISDN PRIs
302-697-2173	Caesar Rodney School District	155	
302-736-3300	Campus Community Charter School	5	
302-227-2571	Cape Henlopen School District	12	
302-645-6686	Cape Henlopen School District	113	
302-684-2516	Cape Henlopen School District	35	
302-189-6160	Capital School District	0	POTS Lines only
302-672-1500	Capital School District	353	
302-855-1013	Capital School District	0	1FB only
302-651-2727	Charter School of Wilmington	9	
302-429-4100	Christina School District	156	
302-452-1300	Christina School District	8	
302-454-2010	Christina School District	455	
302-323-2700	Colonial School District	167	
302-429-4000	Colonial School District	54	
302-834-6729	Colonial School District	67	
302-998-0745	DE Military Academy	8	
302-846-9544	Delmar School District	46	
302-762-5834	Eastside Charter School	8	
302-436-1000	Indian River School District	67	
302-537-2700	Indian River School District	13	
302-732-3800	Indian River School District	71	
302-856-1900	Indian River School District	68	
302-934-3200	Indian River School District	72	
302-945-6200	Indian River School District	16	
302-284-9611	Lake Forest School District	85	
302-335-5261	Lake Forest School District	13	
302-398-8011	Lake Forest School District	38	
302-875-6100	Laurel School District	87	
302-428-9500	Maurice J. Moyer Academy	32	
302-376-5125	MOT Charter School	9	
302-571-5400	NCC Vo-Tech School District	63	
302-654-5392	NCC Vo-Tech School District	20	
302-834-0990	NCC Vo-Tech School District	65	
302-995-1911	NCC Vo-Tech School District	35	
302-995-6173	NCC Vo-Tech School District	31	
302-995-8000	NCC Vo-Tech School District	0	Two Way Trunks & PRI
302-369-2001	Newark Charter School	0	1 FB's
302-697-3255	Polytech School District	69	
BTN	School Name	Centrex	Comments

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

		Lines	
302-239-3420	Red Clay School District	48	
302-454-3400	Red Clay School District	103	
302-651-2700	Red Clay School District	218	
302-552-3700	Red Clay School District	0	Two Way Trunks and ISDN PRI
302-992-5500	Red Clay School District	425	
302-189-1263	Seaford School District	0	WATS service only
302-629-4587	Seaford School District	132	
302-856-3636	Sussex Academy of Arts & Sciences	5	
302-856-0961	Sussex County Vo-Tech School District	67	
302-189-8732	Thomas Edison Charter School	3	
302-337-8289	Woodbridge School District	54	
302-349-4539	Woodbridge School District	14	
TOTAL SCHOOL DISTRICT CENTREX LINES		4392	

PROPOSAL REPLY SECTION

CONTRACT NO. GSS09580 - Local Svc

Local Telephone Services

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the Department of Technology and Information by **Tuesday, October 20, 2009 11:00am EDT** at which time bids will be opened.

A pre-bid meeting has been scheduled for Friday, October 2, 2009 at 10:00am EDT at William Penn Building 801 Silver Lake Blvd Dover, DE 19904.

Proposals shall be submitted to:

**State of Delaware
DTI Procurement Officer
Contract No. GSS09580-Local Svc
William Penn Building
801 Silver Lake Blvd
Dover, DE 19904**

PUBLIC PROPOSAL OPENINGS

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

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

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

PROPOSAL REPLY SECTION

CONTRACT NO. GSS09580 - Local Svc

Local Telephone Services

Proposal Reply Summary Format

Section 1

Signed Cover (Transmittal) Letter
Signed original Non-Collusion Statement
Signed original CD virus-free certification
Signed original Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

Section 2

Table of Contents

Section 3

Response to each requirement of this RFP Terms and Conditions by following the RFP numbering system is required. If you agree to the RFP in total, then a statement to that effect is acceptable.

Section 4

Complete response to Appendix A Technical Requirements

Section 5

Completed Appendix B, including:
Pricing Sheets
Business References
Subcontractor Disclosure
Exceptions to any RFP terms or conditions

Section 6

Balance Sheets and Income Statements for past three years

Section 7

All other information not included in above sections

****IMPORTANT NOTE: Use Section 7 to include all other information and identify additional information in table of contents.**

**State of Delaware
DTI Procurement Officer
Contract No. GSS09580-Local Svc
William Penn Building
801 Silver Lake Blvd
Dover, DE 19904**

NO PROPOSAL REPLY FORM

CONTRACT # GSS09580 - Local Svc

CONTRACT TITLE: Local Telephone Services

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

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

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

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

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

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

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

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

- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

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

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

CONTRACT NO.: GSS09580 - Local Svc
TITLE: Local Telephone Services
OPENING DATE: October 20, 2009

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 Insert Department and Division.

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 _____ E-RATE S.P.I.N. NUMBER _____

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

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

