STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

State of Delaware

Micrographic Services and Conversion Services

Request for Proposal
Contract No. GSS10462B-MICROGRAPHIC

December 30, 2010

- Deadline to Respond -
February 1, 2011
11:00 AM, EDT

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: December 30, 2010

CONTRACT NO. GSS10462B-MICROGRAPHIC

ALL VENDORS:

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

REQUEST FOR PROPOSAL - CONTRACT NO. GSS10462B-MICROGRAPHIC

I. Introduction
II. Scope of Work
III. Format For Proposal
IV. Proposal Evaluation Procedures
V. Mandatory Pre-Bid Meeting
VI. Definitions and General Provisions
VII. Proposal Reply Section
    a. Attachment 1 - No Proposal Reply Form
    b. Attachment 2 - Non-Collusion Statement
    c. Attachment 3 – Exceptions
    d. Attachment 4 – Company Profile and Capabilities
    e. Attachment 5 – Confidentiality and Proprietary Information
    f. Attachment 6 – Business References
    g. Attachment 7 – Subcontractor Information Form
    h. Attachment 8 – Monthly Usage Report
    i. Attachment 9 – Subcontracting (2nd tier spend) Report
    j. Attachment 10 - Office of Minority and Women Business Enterprise Certification Application
    k. Attachment 11 – Performance Bond Form
    l. Appendix A – Scope of Work details
    m. Appendix B – Pricing Form(s) and Instructions (if applicable)

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 and vendor name by Tuesday, February 1, 2011, 1:00 PM, EDT to be considered.

Proposals must be mailed to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

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 Courtney McCarty at 302-857-4557 or email courtney.mccarty@state.de.us.

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for (a) Filming, Processing, and Micrographic Services, and (b) Conversion Services: Microfilm, Digital Imaging, and Computer Output.

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

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Director, Government Support Services, 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 practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the Micrographic Services and Conversion Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Department.

3. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) 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, School Districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. The basis for such selection shall be:

- Ability to select an alternative supplier based on agency budget constraints.
- Vendor ability to meet all contract requirements

5. CONTRACT PERIOD

Each Vendor's contract shall be valid for a two (2) year period from March 1, 2011 through February 28, 2013. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES

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

Activity	Due Date
RFP Availability to Vendors	Thursday, December 30, 2010
Written Questions Due No Later Than (NLT)	Monday, January 10, 2011, 4:00 PM EDT
Written Answers Due/Posted to Website NLT	Tuesday, January 18, 2011
Proposals Due NLT	Tuesday, February 1, 2011, 1:00 PM EDT
Public Proposal Opening	Tuesday, February 1, 2011, 1:00 PM EDT
Proposal Evaluation/Presentations	As required
Vendor Best & Final Discussions	As required
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by 4:00 PM, EDT, Monday, January 10, 2011. All questions will be answered in writing by Tuesday, January 18, 2011 and posted on www.bids.delaware.gov website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

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

Courtney McCarty
Office of Management and Budget, Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
courtney.mccarty@state.de.us

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

E. CONTACT WITH STATE EMPLOYEE

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

II. SCOPE OF WORK

Please refer to Appendix A for the Scope of Work Details.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor 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. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, 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, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor’s representative completing the bid submission.

If items are listed with a zero quantity, Vendor 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.

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

C. NON-CONFORMING PROPOSALS

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

D. CONCISE PROPOSALS

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

E. 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 Vendor'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 Office of Management and Budget, Government Support Services.

F. TABLE OF CONTENTS

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

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

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

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. 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.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

K. BID BOND REQUIREMENT

Bid Bond Waived.

L. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two paper copies and one electronic copy on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on Tuesday, February 1, 2011. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS10462B-MICROGRAPHIC
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on Tuesday, February 1, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

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

M. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through May 1, 2011. Delaware reserves the right to ask for an extension of time if needed.

N. WITHDRAWAL OF PROPOSALS

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

O. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

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

P. LATE PROPOSALS

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

Q. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, revisions will be posted at www.bids.delaware.gov. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

R. INCURRED EXPENSES

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

S. ECONOMY OF PREPARATION

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

T. DISCREPANCIES AND OMISSIONS

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

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

U. EXCEPTIONS

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

V. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

W. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: http://accounting.delaware.gov.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at http://accounting.delaware.gov/.

X. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Y. CONFIDENTIALITY

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

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C*. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

Z. ATTACHMENTS

Attachment 1 – No Proposal Reply Form
Attachment 2 – Non-Collusion Statement
Attachment 3 – Exceptions
Attachment 4 – Company Profile and Capabilities
Attachment 5 – Confidentiality and Proprietary Information
Attachment 6 – Business References
Attachment 7 – Subcontractor Information Form
Attachment 8 – Monthly Usage Report
Attachment 9 – Subcontracting (2nd Tier Spend) Report
Attachment 10 – Office of Minority and Women Business Enterprise Certification Application
Attachment 11 – Performance Bond Form
Appendix A – Scope of Work Details
Appendix B – Pricing Tabs

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Office of Management and Budget, 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 is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors 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 Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

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

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

3. 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).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS10462B-MICROGRAPHIC
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

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

5. PUBLIC OPENING OF PROPOSALS

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

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor 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 Vendors.

c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.

d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.

e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. 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.

8. 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.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Office of Management and Budget, Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:

a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;

b. It is unacceptable;

c. The proposed price is unreasonable; or

d. It is otherwise not advantageous to the State.

2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.

3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:

a. The offeror's financial, physical, personnel or other resources, including subcontracts;

b. The offeror's record of performance and integrity;

c. Any record regarding any suspension or debarment;

d. Whether the offeror is qualified legally to contract with the State;

e. Whether the offeror supplied all necessary information concerning its responsibility; and

f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)

4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.

5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is compromised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria:
    - Ability to select an alternative supplier based on agency budget constraints.
    - Vendor ability to meet all contract requirements.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal 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 § 22 – Special Provisions).

- Brief History of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.

- Describe the methodology/approach used for this project including a work plan and time line.

E. CRITERIA AND SCORING

	EVALUATION CRITERIA		
		PERCENTAGE	**POINTS**
1.	The qualifications and experience of the persons to be assigned to the project.	10	10
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. Project Management experience.	10	10
3.	The approach to performing the tasks set forth in the Scope of Work as expressed in the Management Summary and Work Plan. Thoroughness and completeness of the proposal relative to the requirements.	20	20
4.	The demonstrated experience in providing equipment/services of comparable specifications/scope and value.	15	15
5.	The background, experience, resources, reputation and years in business and references.	10	10
6.	The price proposal/pricing structure or Total Proposed Cost.	25	25
7.	The provider's facilities, techniques, methods, machinery, and equipment available or proposed.	10	10
	TOTAL SCORE	100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

G. REFERENCES

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

H. ORAL PRESENTATIONS

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

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

V. MANDATORY PREBID MEETING

A mandatory pre-bid meting has not been established for this Request for Proposal.

VI. DEFINITIONS AND GENERAL PROVISIONS

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

A. 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.

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

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

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

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

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.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

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

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.

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

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

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor 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 it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

a. Unless stated otherwise, the quantities given in the RFP 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.

c. Vendor usage reports for previous awards may be found at http://gss.omb.delaware.gov/contracting/calpha.shtml. Past usage shall not be considered a guaranteed future volume.

2. 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.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor 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 any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. 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. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

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

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

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

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

6. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the 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 itself , by its employees, or by its subcontractor (s).

7. PERMITS AND LICENSES

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

8. PATENTED DEVICES, MATERIAL AND PROCESSES

a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

b. The Vendor 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.

9. 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 Vendor 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.

10. 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 Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. INVOICING

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

12. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.

c. The term "Vendor 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.

13. PRICES

Prices and/or rates shall remain firm for the initial two year 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.

14. MOST FAVORED CUSTOMER

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

15. PRICE ADJUSTMENT

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial two (2) year period from March 1, 2011 through February 28, 2013, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment that 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.

16. SHIPPING TERMS

FOB Destination, freight prepaid.

17. FUNDING OUT or Non-Appropriation

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

18. PERFORMANCE BOND REQUIREMENT

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance Office of Management and Budget, Government Support Services with surety in the amount of Eighty Thousand Dollars ($80,000.00). Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Office of Management and Budget, Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Insert Division Bond Form.

19. MANDATORY INSURANCE REQUIREMENTS

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

a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.

1. Comprehensive General Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

And

2. Product Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

b. 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.

c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS10462B-MICROGRAPHIC
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

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

20. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application. 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. https://onestop.delaware.gov/osbrlpublic/Home.jsp

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.

21. INDEMNIFICATION

a. **General Indemnification**: By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

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

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

a. Procure the right for the State of Delaware to continue using the Product(s);

b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

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

22. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the 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 Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

23. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

24. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

25. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. 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 Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. 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, Vendors 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.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at: http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

26. ORDERING PROCEDURE

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

27. BILLING

The Vendor 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. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

28. METHOD OF PAYMENT

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

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

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

c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

29. PRODUCT SUBSTITUTION

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

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

30. 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 Vendor 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.

31. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal by completing Attachment 7.

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.
The State Environmental Procurement Policies may be found:
http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf.

34. PERSONNEL/EQUIPMENT/SERVICES

a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including 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 equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

35. MINIMUM WAGE RATES

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

36. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor 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 Vendor 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 Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is 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 Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

37. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Office of Management and Budget, Government Support Services.

a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is 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 Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

38. CHANGES

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

39. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

40. 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 Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

41. 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.

42. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor 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 for the State pursuant to this contract.

43. TESTING AND INSPECTION

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

44. COVENANT AGAINST CONTINGENT FEES

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

45. 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 Vendor 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 Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the 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 Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

46. AFFIRMATION

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

47. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, 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 Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

48. REMEDIES

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

49. AMENDMENTS

This contract may be amended, in writing, by mutual agreement of the successful vendor and Office of Management and Budget, Government Support Services.

50. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) 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 Vendor(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 Vendor 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.

51. AGENCY'S RESPONSIBLIITIES

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.

b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

52. 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 Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

53. ASSIGNMENT

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

54. NOTICE

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

Government Support Services
GSS10462B-MICROGRAPHIC
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

55. 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 dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

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

6. THE CONTRACT(S)

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

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide the Office of Management and Budget, Government Support Services of the gross costs associated with this contract.

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS10462B-MICROGRAPHIC

Micrographic Services and Conversion 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 State of Delaware, Office of Management and Budget, Government Support Services by 1:00 PM, EDT, Tuesday, February 1, 2011 at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS10462B-MICROGRAPHIC
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

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 Vendor(s), not to serve as a forum for determining the apparent low Vendors. 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 Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

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

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 1

NO PROPOSAL REPLY FORM

CONTRACT: GSS10462B-MICROGRAPHIC
CONTRACT TITLE: Micrographic Services and Conversion 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 Vendor'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 Vendor's List **for these goods or services**.
		We wish to be deleted from the Vendor's List **for these goods or services**.

COMPANY NAME _____

CONTACT _____ PHONE NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 2

CONTRACT NO.: GSS10462B-MICROGRAPHIC **TITLE: Micrographic Services and Conversion Services**
OPENING DATE: February 1, 2011, 1:00 p.m. EDT

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 proposal**, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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, Office of Management and Budget, Government Support Services.

COMPANY NAME _____ (Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER_____

EMAIL ADDRESS _____

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

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

[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 Management and Budget
Government Support Services

Attachment 3

GSS10462B-MICROGRAPHIC
Micrographic Services and Conversion Services
PROPOSAL REPLY SECTION

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the Vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

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

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 4

GSS10462B-MICROGRAPHIC
Micrographic Services and Conversion Services
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Explain why your company would be the best Contractor for this Contract.

2.	Outline a detailed plan to provide continued service and support to the Department and Eligible Users in the event the Respondent's company goes out of business, merges with another company, is acquired by another company, etc.

3.	List any past disputes as a result of which your company has been terminated from an awarded contract. List the company's name, the term of the contract, and an explanation as to why your company was terminated.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 5

GSS10462B-MICROGRAPHIC
Micrographic Services and Conversion Services
PROPOSAL REPLY SECTION

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Add additional pages as needed.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 6

GSS10462B-MICROGRAPHIC
Micrographic Services and Conversion Services
PROPOSAL REPLY SECTION

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
   Contact Name/Phone Number:
   Email:
   Number of years doing business with :
   Describe type of work performed:

2. Business Name/Mailing Address:
   Contact Name/Phone Number:
   Email:
   Number of years doing business with :
   Describe type of work performed:

3. Business Name/Mailing Address:
   Contact Name/Phone Number:
   Email:
   Number of years doing business with :
   Describe type of work performed:

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 7

GSS10462B-MICROGRAPHIC
Micrographic Services and Conversion Services
PROPOSAL REPLY SECTION

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		

6a. NAME OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

ATTACHMENT 8

State of Delaware

Monthly Usage Report

Supplier Name:		Insert Contract No.	**Report Start Date:**
Contact Name:			**Report End Date:**
Contact Phone:			**Today's Date:**

Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Enviro-mentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

ATTACHMENT 9

State of Delaware

Subcontracting (2nd tier) Quarterly Report

Prime Name:							**Report Start Date:**									
Contract Name/Number							**Report End Date:**									
Contact Name:							**Today's Date:**									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	**Vendor TaxID***	**Contract Name/ Number ***	**Vendor Contact Name***	**Vendor Contact Phone***	**Report Start Date***	**Report End Date***	**Amount Paid to Subcontractor ***	**Work Performed by Subcontractor UNSPSC**	**M/WBE Certifying Agency**	**Veteran/Service Disabled Veteran Certifying Agency**	**2nd tier Supplier Name**	**2nd tier Supplier Address**	**2nd tier Supplier Phone Number**	**2nd tier Supplie r email**	**D P**	

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 9

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)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202Telephone: (302) 857-4554 Fax: (302) 677-7086
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)857-4554.

- 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 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 any of the following state identification, license, birth certificate, permanent resident card, passport or tribal memberships	**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**	
Optional Information – Please read below for advantages of tax document submission*					
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**	

* Submitting tax information provides OMWBE with documentation required to identify the business as a small business. If you would like to be identified as a small minority and women business enterprise please submit tax information. For additional information on small business criteria please visit http://www.ccr.gov/SizeStandard.aspx or http://www.sba.gov/index.html (most requested items). Please note the categorization of small business may provide additional opportunities.

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
100 Enterprise Place, Suite 4
Dover, DE 19904
Phone: (302) 857-4554
Fax: (302) 739-3779
Web site: www.omwbe.delaware.gov

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. All persons having origins from Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or others Spanish or Portuguese culture or origin, regardless of race.

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.

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) 857-4554 or visiting the web site www.omwbe.delaware.gov

- 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
100 Enterprise Place, Suite 4
Dover, DE 19904

Frequently Asked Questions

For complete list of questions, please review the FAQ web site below
http://gss.omb.delaware.gov/omwbe/faqs.shtml

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
100 Enterprise Place, Suite 4
Dover, DE 19904

If you have any questions regarding the completion of this application, please contact us at (302) 857-4554

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(FEIN/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 ☐	LLC* ☐	S Corp ☐	Partnership ☐	LLP** ☐	Sole Proprietor ☐	Joint Venture ☐
If you are a non profit please discontinue completing the application. You must be a for profit business.						
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: ☐M ☐ F	Ethnic Group:			
U.S. Citizen or Permanent Resident: ☐ No ☐ Yes				

3. Firm is applying as: Please select either MBE or WBE based on the primary owner			
Minority Business Enterprise		**Women Business Enterprise**	
☐ African American	☐ Asian American	☐ African American	☐ Asian American
☐ Hispanic American	☐ Native American	☐ Hispanic American	☐ Native American
☐ Subcontinent Asian	☐ Other	☐ Subcontinent Asian	☐ White American
		☐ 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. Please note the below capabilities narrative will be posted on the OMWBE web site.					
5. Six digit North American Industry Classification System (NAICS) Code(s): **(To assist you in determining your NAICS Code(s) go to http://www.census.gov/eos/www/naics) This must be completed if you need additional assistance please call OMWBE**					
1.	2.	3.	4.	5.	6.
Four digit United Nations Standard Products and Services Code® (UNSPSC®) (To assist you in determining your UNSPSC Code(s) go to http://www.unspsc.org)					
1.	2.	3.	4.	5.	6.

6. Type of Business		
☐ Building trade	☐ Manufacturer	☐ Other
☐ Consultant	☐ Supplier	
☐ Generalized service	☐ Highway Construction	
☐ 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)			

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

14. If the business is a corporation or LLC, please list the following information:
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? ☐ No ☐ Yes *(If yes, please explain below)*

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

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

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 prohibited from doing business with the State of Delaware (i.e., license revocation or denial)?☐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.		

19a. Is the business classified as a small business as identified by The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 (13 CFR part121), Small Business Size Regulations. For more information please visit http://www.ccr.gov/SizeStandard.aspx

☐ No ☐ Yes

19b. Is the business registered with the Central Contractor Registration www.ccr.gov (Please provide proof of registration)

☐ No ☐ Yes

20. How did you hear about the Office of Minority and Women Business Enterprise:	
☐ OMWBE staff speak at an event sponsored by another organization	☐ OMWBE staff at a trade show or expo
☐ OMWBE's web site	☐ Materials published by OMWBE
☐ Referred by another organization	☐ Referred by the owner of an MBE or WBE
☐ Delaware state employee	☐ 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? ☐ No; ☐ Yes
If yes, what level of government (check all that apply): ☐Federal; ☐State; ☐Local
Has your company done any business with government in the State of Delaware? ☐ No; ☐ 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?

Updated 2/10

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 and/or woman 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 _____

Notary Seal

State _____

My Commission Expires _____

Date

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (***Office of Management and Budget, Government Support Services***), in the amount of Eighty Thousand Dollars ($80,000.00), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. GSS10462B-MICROGRAPHIC dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

_____ By: _____ (SEAL)
Name: Name:
Title:

(Corporate Seal)

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

APPENDIX A
SCOPE OF WORK

CONTRACT NO. GSS10462B-MICROGRAPHIC
Micrographic Services and Conversion Services

A. OVERVIEW:

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for micrographic services and conversion services as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND:

See Part 1 and Part 2

C. STATEMENT OF NEEDS:

See Part 1 and Part 2

D. GENERAL REQUIREMENTS:

The following general requirements are required for both Micrographic Services (Part 1) and Conversion Services: Microfilm, Digital Imaging, Computer Output (Part 2).

A. Vendors must demonstrate in their technical proposal that they have the capability, experience, and necessary personnel to furnish the services stipulated herein. The technical proposal shall set forth in detail:

   a. The proposed work plan for achieving contract objectives;

   b. The proposed methodology and techniques for performing the contract; and

   c. The resources, experience, background and other unique or specialized skills and expertise of both the proposed firm and the personnel proposed for work on the project.

B. Proposals should be prepared simply and economically, providing a succinct, concise delineation of capabilities to satisfactorily perform contract objectives. Proposals should be practical, legible, clear, and coherent. Proposals shall be organized to address each of the evaluation criteria in the same order as stated in the Basis of Award section.

E. DETAILED REQUIREMENTS:

The technical requirements of this RFP are stated in Part 1 and Part 2. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

PART 1

Filming, Processing, and Related Micrographic Services For the Delaware Public Archives

SCOPE OF WORK DETAILS

Background. The Delaware Public Archives (DPA) Micrographic Program currently consists of six microfilming activities:

1. Preservation microfilming of "old" records (e.g., paper records from the 18th and 19th centuries) in the holdings of the DPA,
2. Archival microfilming of records currently in the custody of agencies but are scheduled to be transferred to the custody of the DPA for permanent retention because of their enduring value,
3. Administrative microfilming of records to reduce storage costs for agencies that wish to maintain the records in their custody to satisfy operational requirements that lack sufficient enduring value to be transferred to the DPA,
4. Diazo duplication of reference copies of archival quality microfilm,
5. Services that include minimal documents prepping, indexing, processing, quality control, and
6. Contractor provided redox prevention treatment of preservation and archival microfilm.

The DPA wishes to outsource micrographic activities 2, 3, 4, 5, and 6 (above) to a full service organization that will perform these microfilming services and produce supporting documentation that conforms to the microfilm requirements of the DPA and ANSI/AIIM standards. The DPA welcomes vendors offering different technical solutions for capturing images on film, including the production of microfilm from digitally scanned images of paper records.

This statement of work is divided into four sections:

I. Definitions
II. Task Specifications
III. Technical Specifications
IV. List of Technical Standards and Examples

PART 1

Filming, Processing, and Related Micrographic Services For the Delaware Public Archives

I. DEFINITIONS:

The following definitions, which are taken from a variety of sources, including the Delaware *Public Archives Required Minimum Microfilming Standards for Public Records*, are incorporated by reference into the Task Specifications of this Request for Proposal and must be taken into account in meeting these specifications.

Administrative records microfilming. Records that are not scheduled for permanent retention but have a long retention period, usually in excess of ten years, and are in the custody of the agency are microfilmed to reduce storage costs. The paper records are destroyed after completion of microfilming and the microfilm itself is destroyed at the end of the specified retention period.

ANSI/AIIM Standards. The American National Standards Institute (ANSI) and the Association for Information and Image Management (AIIM) develop and promulgate micrographic standards for the whole range of micrographic services. One example of a standard is a Life Expectancy Designation (LED) for microfilm. A LED-500 (life expectancy of 500 years) is standard for archival purposes. The DPA micrographic requirements also call for LED-500. A list of ANSI/AIIM Micrographic Standards that must be taken into account in providing micrographic services to the DPA under this RFP is in Part IV. If there is a conflict between the requirements of the ANSI/AIIM Standards and the Delaware Public Archives Required Minimum Microfilming Standards for Public Records (July 2001), the latter takes precedence.

Archival records microfilming. Records in the custody of an agency that are scheduled for permanent retention generally fall in the category of archival records microfilming. Document preparation should be done by the Agency that created and maintains the records.

Base Fog. This is a numerical rating of the clarity of areas of processed film where there is no image. This rating should not exceed .2.

I. DEFINITIONS (CONT):

Density. This is a numerical measurement of the contract between the image and the non-image background of the microfilm and denotes the light absorbing or light reflecting characteristics of a photographic image measured as visual diffuse transmission density in accordance with ANSI PH2. 19. Faded, low-contrast documents may have a low-density reading (e.g., .80) while high-contrast printed documents may have a high-density reading (e.g., 1.50). Density readings should not deviate more than 0.15 across a frame and not more than 0.20 for an entire roll of film. The following five groups indicate the density range at which these types of documents are likely to produce the most legible image. Camera operator experience and knowledge of the visual attributes of specific classes of documents should be taken into account in identifying the specific density setting to use.

Group 1: High quality and high contrast material such as printed books, periodicals and black typing; Density 1.3 – 1.5
Group 2: Fine line originals, black opaque pencil writing, and documents with small, high content printing; Density 1.15 – 1.4
Group 3: Pencil and ink drawings, faded printing and very small printing, such as footnotes at the bottom of a page; Density 1.0 – 1.2
Group 4: Low contrast documents and drawings, graph paper with pale, fine-colored lines, letters typed with a worn ribbon, and poorly printed documents; Density .80 – 1.0
Group 5: Although not a general practice, some low-contrast documents may require a Density of .70 - .85

For additional information see *ANSI/AIIM MS23-1991-Practice for Operational Procedures/Inspection and Quality Control of First-Generation, Silver Microfilm of Document*.

Document Prepping. State and local government agencies whose records are being filmed are responsible for all document prepping in accordance with DPA document prepping requirements. Records that are to be filmed will be delivered to the DPA where they will be reviewed to confirm they meet the DPA prepping requirements (Delaware Public Archives *Records Management Handbook, Preparation of Records for Microfilming,* (February 1999). Once the records are in the custody of the vendor a second review of them must be conducted prior to filming (or scanning as the case may be) to confirm that they are still in the proper order. The vendor will be required to perform minimal prepping such as removing staples and paper clips or unfolding folded pages and the like that may have been missed during the agency document prepping.

Duplication/Generations. A microfilming program should generate one camera negative and two copies. The first one is the silver gelatin film actually used in the camera (called the master negative) that is used once to produce a silver duplicate master called a copy negative or duplicating master. The third copy is a diazo film called a reference or use copy. The standards governing these three film copies are: *ANSI/AIIM MS48-1990, Recommended Practice for microfilming Public Records on Silver Halide Film, ANSI/NAPM IT9.1-1996 Imaging Media (Film) – Silver Gelatin Specifications for Stability, ANSI/PIMA IT9.2-1998 Imaging Media-Processed Safety Photographic films – Storage, and ANSI IT9.5-1992 Imaging Media (Film) – Ammonia – Processed Diazo Films – Specifications for Stability.*

I. DEFINITIONS (CONT):

Film Format. There are two basic formats: roll film and sheet film. Roll film comes in three sizes – 16mm, 35mm, and 105mm. First generation or diazo microfiche is made from precut sheets or 105mm rolls and inserted into jackets after processing. For each format there are standards that should be adhered to. For more information on standards governing roll film, see *ANSI/AIIM MS14-1988 (R1996). Specifications for 16mm and 35mm Roll Microfilm and ANSI/AIIM MS34-1990, Dimensions of Reels used with Processed 16mmand 35mm not for Use in Automatic Threading Equipment. For microfiche and microfilm jackets, see ANSI/AIIM MS55-1992 (R1998), Microfiche.*

Film Indexing. Film indexing is done at the two level blipping with the medium blip to denote the beginning of each file and the small blip for all images within. In some instances records may require bar code indexing utilizing code 3 or 9 ASCII text. Two diskettes or CD-ROMS containing the bar code index may be prepared.

Film Processing. Film processing is the treatment of exposed film to make latent images visible and useful through a series of steps that include developing, washing, fixing, washing, and drying. All processing must be compatible with the specific film and processor being used. Chemical preparation must ensure the consistency of photographic densities. Processing procedures must ensure the removal of excess residual thiosulfate and silver salts. Water quality and temperature must be maintained consistently to meet standards.

Film Size. Typically, the choice of microfilm size depends upon the size, tonal contrast, and fineness of detail of the documents to be filmed. As noted elsewhere in these definitions the reduction ratio plays a key role in determining the size of the film. In most instances a 24X reduction ratio works with 16mm microfilm and standard office documents. Some agencies may require the production of microfiche so the reduction ratio will be greater. Oversized documents require the use of 35mm microfilm. DPA requires the use of 35mm microfilm for Preservation Microfilming and 16mm microfilm may be used for Archival and Administrative Microfilming.

Filming Area. Filming area, which is the space where filming occurs, should be designed so that dividers are in place between cameras and other light sources to prevent stray light that may affect exposure. A voltage stabilizer should be used to maintain constant illumination during exposure and duplication. The area should be kept free from dust, food, smoke, and other contaminants, and restricted to filming staff.

Illegible or Missing Records. During filming if any document is suspected of not have been filmed correctly, follow that image with the correction target, followed by the document again. After a roll of microfilm is processed if the inspection of each image to confirm the completeness and legibility identifies missing, incomplete or illegible images they must be microfilmed as retakes according to the following procedures:

- Allow eighteen (18) inches of blank leader at the beginning of each retake section
- Photograph a start of retake section target
- Microfilm the file identifier or header sheet of the file(s) in question and the documents that were illegible or missing in the same order in which they would have appeared on the original roll
- Microfilm an end of retake section target
- Allow eighteen (18) inches of blank trailer at the end of each retake section
- After processing, inspection, and approval, splice retake images onto the beginning of the original roll of microfilm that bears the illegible images or lacks the records contained on the retake section

I. DEFINITIONS (CONT):

Image Placement. There are two ways to orient images on film. One position is known as “cine mode” because the images appear on the microfilm in much the same way as they do on motion picture frames. This is also known as the vertical or portrait mode. The second position is known as comic mode, which is similar to horizontal or landscape orientation. Comic mode is the preferred mode for the DPA. If an application warrants a different arrangement, the Delaware Public Archives must approve this format prior to implementation.

Inspection. The DPA requires a vendor to conduct a frame-by-frame visual inspection of each roll of processed first-generation processed film to identify visual defects and missing targets. The film should be passed through a reader that allows manual advance/rewind of the film, with glass platens in the open position so that only film rollers come in contact with the film. Equipment used for inspection shall not scratch or otherwise damage the film. For additional information on performing a frame-by-frame visual inspection that does not cause any scratches in the film see the requirements of *ANSI/AIIM MS23-1991, Practice for Operational Procedures/Inspection and Quality control of First-Generation Silver Microfilm of Documents.* The forms to be completed during inspection shall be those designated in the above standard. Every roll of second- and third-generation film must be inspected in the same manner to ensure legibility and freedom from defects.

Integrity of Records. The integrity of records refers to their context of use that includes maintaining their existing filing order (e.g. chronological, numeric, subject, or function) or arrangement before, during, and after filming. Records shall be returned to the original storage containers in the same order that existed before the filming unless there are corrections to file order resulting from preparation for filming. In this instance the corrected file order should be maintained in the storage containers (e.g., file folders, etc). Fasteners (staples, clips, tape, etc) removed prior to filming should not be restored.

Labels. Labels attached to boxes of microfilm shall be printed on paper that conforms to D 3458-85 under the *ASTM Standards for Permanent Records, Papers, Specifications for Maximum Permanence.* The information on each label shall correctly identify the originating entity (agency, department, division, section or town; record group number; record series title; year span; beginning and ending file; year filmed, name of vendor; indicate if the roll has been treated against redox blemishes. The size of labels for 16mm shall be 3 ½ inches in width and 4 ½ inches in length and for 35mm film the size of labels shall be 3 ½ inches in width and 5 inches in length. A white, acid-free adhesive shall be utilized to adhere the label to the storage container.

Microform Headings. The data on head or title areas of all microforms shall be legible with at least 8X magnification. See *ANSI/AIIM MS19-1993 Recommended Practices for Identification of Microforms.*

Microfiche. Microfiche may be produced in three different ways. One way is to use 105mm silver film in a step-and-repeat camera. Another way is to film source documents using 16mm or 35mm silver film and then “stir up” the images from the first generation negative to produce a microfiche. The third way is to create microfiche with an optical printing system from 16mm or 35mm camera negatives. In each instance, the camera negative must be preserved as uncut rolls.

I. DEFINITIONS (CONT):

Microfilm Stock. The DPA requires the use of silver gelatin polyester film with a Life Expectancy Designation of 500 years (LED 500) in Preservation Microfilming that conforms to *ANSI/NAPM IT9.1-1992, Imaging Media (film) – Silver Gelatin Type Specifications for Stability for LED 500*. No LED-500 film can be used that has passed the manufacturer's expiration date. Silver gelatin polyester film with a Life Expectancy Designation of 100 years (LED-100) may be used to film Administrative records. Diazo film with a LED of 100 should be used in the creation of reference or use copies.

Preservation microfilming. This encompasses filming of records in the custody of the DPA or of records held by a county or municipal government that typically date back to the 18th and 19th centuries. Withdrawing the "old" paper records from use and requiring researchers to use the microfilm copy helps to achieve the preservation objective. Preparation of the records for preservation microfilming is done by DPA archivists or by the staff of the appropriate county or municipal government. Some of these records are fragile and must be handled with care during filming.

Records and Film Delivery. The vendor will arrange for prompt delivery of all processed film and records to the DPA on a mutually agreed upon schedule unless otherwise specified in this Statement of Work.

Records and Film Pickup. The vendor will arrange for the pickup of the records and film from the DPA and their delivery to the vendors work site. The pickup schedule by the vendor will be determined by the actual workload but in no case will it be less frequent than once a week unless specified in writing by the DPA. If the vendor elects to use a third party pickup/delivery service, then the vendor must ensure that the records and film are adequately protected during transit from loss or damage, especially with regard to high temperatures during the summer months.

Redox Blemishes. Processed silver gelatin microfilm is susceptible to small red or yellow spots or blemishes called redox blemishes. The spots are caused by local oxidation of image silver, resulting in the formation of minute deposits of yellow or red colored colloidal silver that degrade the image. Oxidizing agents are aerial oxygen, hydrogen peroxide, sulfur dioxide, hydrogen sulfide, and nitrate oxides, all occurring in industrial atmospheres. Once they occur, redox blemishes cannot be reversed so there is a permanent obliteration of the affected images. There are two accepted techniques for treating silver gelatin microfilm against redox blemishes. One is called Brown Toning and the other is called Silverlock. Both techniques convert about 70% of metallic silver in images to silver sulfide, which is much more resistant to atmospheric pollutants than silver. Wither treatment is acceptable so long as it is performed in accordance with *ANSI/NAPM IT9.1501997, The Effectiveness of Chemical Conversion of Silver Images Against Oxidation – Methods for Measuring.* The redox blemish prevention treatment must be performed by a vendor properly trained in its use. Tests (peroxide or dichromate bleach) confirming the effectiveness of each batch of film that has been treated against redox blemishes must be performed by a qualified third party approved by the DPA and the results and documentation must be delivered to the DPA within two weeks of processing.

Reduction Ratio. This is the size of the original document compared to the size of the microfilm image expressed as a ratio (24 to 1 or 24X). The reduction ratio depends upon the size of the original image and the microfilm format (16mm or 35mm). Preservation Microfilming must be done with 35mm film while Archival Microfilming and Administrative Microfilming may use 16mm microfilm.

I. DEFINITIONS (CONT):

Reels and Cores. Microfilm stored in roll form shall be wound on reels of the type specified in *ANSI/AIIM MS34-1990, Dimensions for 100-foot Reels for Conventionally Threaded Processed 16mm and 35mm Microfilm*. The materials used for these reels shall be non-corroding such as plastic compounds that must be free of peroxide. All of these materials shall not ignite, decompose, or produce reactive fumes and vapors. Rubber bands shall not be used to hold roll film in place. Instead, use buttons and string ties in accordance with *ANSI/NAPM IT9.1-1992 and ANSI/NAPM IT9.11-1993*.

Residual Thiosulfate. Residual Thiosulfate, sometimes referred to as "hypo," is the principal residual chemical that remains in the film after washing. During film processing a salt is dissolved in water as a "fixing agent" to stabilize the developed image and to remove any undeveloped silver halide remaining on the film surface after development. Excess residual thiosulfate can cause film to deteriorate prematurely. A test to check for the presence of residual thiosulfate is called the methylene blue test. This test should be performed each day that master negative film is processed in accordance with *ANSI IT9.1-1992 Imaging Media (Film) – Silver Gelatin Type – Specifications for Stability and ANSI IT9.17-1993, Standard for Photography (Chemicals) – Residual Thiosulfate and other Chemicals in Films, Plates, and Papers – Determination and Measurement.* The concentration of residual thiosulfate permitted under these standard shall not exceed 0.14 microgram per square centimeter. A qualified third party approved by the DPA must perform this test within two weeks of processing and submit the resulting documentation along with the corresponding test film strip to the DPA.

Resolution. Resolution is the capacity of a camera or film to record fine detail and sharpness of an image. It is expressed as the number of lines per millimeter discernable in a resolution chart filmed on every roll or microfilm. For planetary cameras, NARA micrographic regulations (*36 CFR 1230.14*) require the use of *NIST-SRM 1010 Microcopy Resolution Test Chart (ISO Test Chart No. 2)*, which is certified by the National Institute of Standards and Technology. The standard practice for using the test chart is specified in *ISO 3334-1991.ISO 3334-1989. And ANSI/AIIM MS51-1991*.

The resolution charts measure the performance of the equipment and the method and quality of film processing. The reduction ratio multiplied by the number of the smallest pattern clearly distinguished equals the resolution in terms of lines per millimeter. The standard resolution for the film produced on a planetary camera should be 100 lines per millimeter, and a film produced on a rotary camera should have a resolution of 86 or more lines per millimeter.

Resolution is measured in one of two ways, either through use of a quality index or systems resolution. The Quality Index is used for printed test and the Systems Resolution is used for handwritten material or non-western languages. A Quality Index of 8.0 indicates high quality images. Systems resolution requires a *le pattern* is found by dividing 120 by the reduction ration used for filming. If the quotient falls between two patterns on the test chart use the higher number (smaller pattern).

I. DEFINITIONS (CONT):

Retakes. Retakes consist of images of records that were missed during filming or subsequent inspection disclosed defects in some of the images. Retakes shall be arranged in the sequence listed below and must be spliced into blank frames at the beginning for the roll of film.

- 18 inches of blank film.
- Start of retake for roll number ____.
- Resolution target.
- Confidential targets if applicable.

(Film retake documents. Include appropriate title sheet to identify which file the retake documents came from.)

- Camera operators certificate.
- End of retake for roll number ____.
- 18 inches of blank film.

Roll Film Checklist. A list of the batch of rolls filmed with the proper identification shall be prepared. It shall include the Agency, Department, Division, Section, or Town, Series Title, Record Group Number, Series Number, Previous Records Series Number (if applicable), Confidential (where applicable), Redox blemishes prevention treatment (where applicable), Roll Number, Beginning and End Information, Agency filming the records, and year filmed. (See the example in Part IV.) This Roll Film Checklist along with the test results of the methylene blue test is documentation that must accompany a completed microfilm job that is submitted to the DPA.

Splice. A splice is the joining together of two pieces of film by cementing or welding to form one continuous piece. Splicing is allowed only at the beginning of a roll of film and there can be no more than two splices on a single roll of film. An ultrasonic splicer must be used. All splicing must conform to *ANSI/AIIM MS18-1998. Splices for Image Film – Dimensions and Operation Constraints.*

Storage Containers. Each roll of film should be stored in a closed container made of an acid-free buffered paper in accordance with *ANSI/NAPM IT9.2-1991 and ANSI/NAPM IT9.11-1993.*

I. DEFINITIONS (CONT):

Targets. Targets are visual indicators that present users with certain information about the original documents and about the technical details of the microfilm itself. Targets must be included on every roll of microfilm produced. They are 8 ½" x 11" sheets of paper with information concerning either the material filmed or the method of filming. Targets should be produced on a computer and printed with a laser printer or high quality ink jet printer for best legibility. Targets should be replaced on a routine basis because they become soiled. The following identifies the arrangement of targets that must appear on each roll of microfilm.

<u>Beginning Targets</u>

1. START (60 point type)
2. ROLL NUMBER (60 point type)
3. RESOLUTION TARGET
4. WHITE SHEET
5. REDUTION TARGET (60 point type)
6. CONFIDENTIAL TARGET – Must use if applicable, check retention schedule (30 point type)
7. TITLE TARGET (30 point type)
8. INFORMATION TARGETS (30 point type) – i.e.
    - Reproduction Restrictions – "This material may not be reproduced without the permission of the Delaware Public Archives"
    - "Papers taped by agency"
    - "Fire Damage"
    - "Poor Original"
    - Page missing", etc.
9. CONTENT LIST (30 point type) – Film now or film later and splice onto first roll as a retake

(Film Files Here)
If filming as a fiche job, a certification target is required in addition to the header sheet. The arrangement shall be: header sheet, certification, and files' content. (Revised 6/98)

<u>Ending Targets</u>

1. DECLARATION BY CAMERA OPERATOR & FILM LABLE OF FILM USED (30 point type)
2. WHITE SHEET
3. RESOLUTION TARGET
4. END, PLEASE REWIND (60 point type)

Vendor Facilities. Vendor facilities shall maintain clean filming and storage areas that are free of contaminants that might threaten, damage, or adversely affect either original documents or microfilm. Smoking, eating, and drinking, in particular, shall not be allowed in work areas. Employees who handle processed microfilm must at all times wear clean, white, lint-free cotton (as specified in *AIIM TR13-1998*) or nylon glove. Vendor facilities shall be subject to inspection and approval by the DPA at any time during the performance of this contract to verify production and quality control procedures.

I. DEFINITIONS (CONT):

Vendor Protection of Records. The vendor shall exercise due care in handling all records or other materials in its custody. Specifically, the vendor shall ensure the safety of all records or other materials released into its custody for filming or processing, form the time they leave the DPA until they are returned (including third party delivery service). In the event that any items are lost or damaged during this period of time the vendor shall pay the cost of repairing those that can be repaired or, if it is possible to do so, provide replacement microfilm at no cost to the DPA.

PART 1

Filming, Processing, and Related Micrographic Services For the Delaware Public Archives

II. TASK SPECIFICATIONS:

A. Preservation Microfilm Processing Specifications

The DPA intends to outsource the processing of preservation microfilm. This outsources service will include two stages: processing of exposed test strips and processing of rolls of film. In stage one the DPA will film a test strip of eight to ten frames of representative pages from records with altered camera lighting by one step for each frame. After this test strip is processed and returned to the DPA, staff will identify the best frame and use its setting to film the remaining records in that specific body of material. Stage two consists of the vendor processing the rolls of film exposed for those specific records.

Both test strips and master negatives must be processed according to ANSI/AIIM standards. The chemicals used in processing must be compatible with the specific film and processor being used. Film manufacturer processing standards must be consistently adhered to, especially with regard to water quality and temperature. The vendor must maintain a log of when chemicals are replenished or replaced. The methelyne blue test for residual thiosulfate should be performed each day that master negative film is processed in accordance with *ANSI IT9.1-1992 Imaging Media (Film) – Silver Gelatin Type – Specifications for Stability* and *ANSI IT9.17-1993, Standard for Photography (Chemicals) – Residual Thiosulfate and other Chemicals in Films, Plates, and Papers – Determination and Measurement.* A qualified third party approved by the DPA must perform the chemical analyses and forward the results to the DPA. The concentration of residual thiosulfate permitted under these standards shall not exceed 0.14 micrograms per square centimeter for silver camera negatives. A concentration of residual thiosulfate that exceeds 0.14 micrograms per square centimeter for silver camera negatives and first-general silver negatives will require reprocessing of all film in that job at no cost to the DPA.

The vendor shall perform a 100% frame-by-frame inspection of processed rolls of preservation microfilm to confirm that no processing malfunctions occurred and record the findings on a Quality Control Report form. One density reading shall be taken at the beginning of each roll or film and a second taken at the end of each roll of film.

The vendor must arrange for pickup and delivery of exposed test strips and exposed rolls or microfilm. Test strips used in stage one should be picked up twice a week and returned within seventy-two hours to the DPA. Exposed rolls of Preservation Microfilm should be picked up two times a week and returned within five working days.

The DPA will inspect each roll of processed Preservation Microfilm to confirm that no processing malfunctions occurred. The presence of defects will require the vendor to process the film again at no direct cost to the DPA.

II. TASK SPECIFICATIONS (CONT):

Vendor Deliverables.

- Processed test film strips
- Processed 35mm silver camera negatives
- Completed Quality Control Report form as specified by ANSI/AIIM standards
- Methylene blue tests for residual thiosulfate

B. Archival and Administrative Microfilm Production Specifications

The distribution between archival and administrative microfilm cannot be determined at this time but a reasonable estimate is that more than one-half will be archival preservation microfilming. The DPA requires the production of two rolls of negative archival quality microfilm, the camera negative, and a first generation copy. The silver gelatin film actually used in the camera is called the master negative, which is used once to produce a silver duplicate master called a copy negative or duplicating master. The standards governing the camera negative and copy negative are: *ANSI/AIIM MS48-1990, Recommended Practice for Microfilming Public Records on Silver Halide Film, ANSI/NAPM IT9.1-1996 Imaging Media (Film) – Silver Gelatin Specifications for Stability and IMA IT9.2-1998 Imaging Media-Processed Safety Photographic films – Storage.* Archival and administrative microfilm production must be conducted in accordance with these standards.

Facilities and Equipment

1. **Filming Area.** The area where filming occurs should be clean and well maintained with dividers to shield cameras from stray light.

2. **Equipment.** Each camera used should be capable of producing clear, sharp photographic film copy of all documents. Before beginning a microfilming job, the vendor shall ensure that cameras are inspected and calibrated according to the manufacturer's specifications and unique requirements. This includes inspecting the lens and other camera parts (counters, exposure controls, lights, etc) daily to ensure the equipment is operating and calibrated properly. As a further precaution, clean and check working parts when changing rolls of film.

3. **Box Labels.** Labels attached to boxes of microfilm shall be printed on paper that conforms to D 3458-85 under the *ASTM Standards for Permanent Records, Papers, Specifications for Maximum Permanence.* The information on each label shall correctly identify the originating entity (agency, department, division, section or town); record group number; record series title; year span; beginning and ending file; year filmed, name of vendor; indicate if the roll has been treated against redox blemishes. The size of labels for 16mm film shall be 3 ½ inches in width and 4 ½ inches in length and for 35mm film the size of labels shall be 3 ½ inches in width and 5 inches in length. A non-acidic adhesive must be used to adhere the label to the storage container.

4. **Storage Containers.** Each roll of film should be stored in a closed container made of an inert material such as plastic or acid-free paper in accordance with *ANSI/NAPM IT9.2-1991* and *ANSI/NAPM IT9.11-1993.*

II. TASK SPECIFICATIONS (CONT):

5. **Employees.** Employees who film source documents, process film, or apply a redox prevention treatment must be bonded and have a background check to ensure that confidential information is not compromised.

Work Processes

The sequence of the activities listed below is intended to reflect a work flow process.

1. **Document Prepping.** The DPA or the agency that produced the records is responsible for ensuring that document prepping conforms to requirements of Delaware Public Archives. *Records Management Handbook Preparation of Records for Microfilming,* (February 1999). However, the vendor must conduct a review of the material to be microfilmed to ensure that the documents are in the proper order and correct any minimal deficiencies such as staples, paper clips, and the like.

2. **Targets.** Targets, which are provided to the vendor, must be included on every roll of microfilm produced. They are 8 ½" X 11" sheets of paper with information concerning either the material filmed or the method of filming. Targets should be produced on a computer and printed with a laser printer or high quality ink jet printer for best legibility. The type font used in some targets must be 60 point and in others 30 point. Targets should be replaced on a routine basis because they become soiled. The following identifies the arrangement of targets.

   <u>Beginning Targets</u>

   1. START (60 point type)
   2. ROLL NUMBER (60 point type)
   3. RESOLUTION TARGET
   4. WHITE SHEET
   5. REDUCTION TARGET (60 point type)
   6. CONFIDENTIAL TARGET – Must use if applicable, check retention schedule (30 point type)
   7. TITLE TARGET (30 point type)
   8. INFORMATION TARGETS (30 point type) – i.e.
   9. Reproduction Restrictions – "This material may not be reproduced without the permission of the Delaware Public Archives"
   10. "Papers taped by agency"
   11. "Fire Damage"
   12. "Poor Original"
   13. "Page Missing", etc.
   14. CONTENT LIST (30 point type) – Film now or film later and splice onto first roll as a retake

(Film Files Here)

If filming as a fiche job, a certification target is required in addition to the header sheet. The arrangement shall be: header sheet, certification, and files' content. (Revised 6/98)

II. TASK SPECIFICATIONS (CONT):

Ending Targets

1. DECLARATION BY CAMERA OPERATOR & FILM LABEL OF FILM USED (30 point type)
2. WHITE SHEET
3. RESOLUTION TARGET
4. END, PLEASE REWIND (60 point type)

FURTHER TARGET EXPLANATIONS:

1. Start, End and Defect targets – Should be eye-legible on the film without magnification.
2. Roll number – Identifies the roll
3. Resolution Target – Is important in measuring the quality of the system used to produce the film. Please refer to *ANSI/AIIM MS51-1991.* This target must be microfilmed on each roll of film. Bold photocopies of the technical target must never be used. To verify the clarity of each roll of film, the resolution target shall be filmed twice, once in the beginning and again at the end of the roll.
4. White Sheet – Required in preservation microfilming. It is a clean, flat (not creased), white bond paper or poster board large enough to fill the frame for whichever reduction is being used. It is used to ensure that the density is uniform across a frame.
5. Reduction Targets – simply states the reduction ratio that was used to film the records appearing on each roll of film.
6. Confidential Target – CONFIDENTIAL is to be used whenever applicable. Should check the retention schedule for each series prior to filming to determine status.
7. Title Target – The title target should include such information as shown in the example **TITLE TARGET** (Part IV). It shall identify the agency for which the records were created by indicating the Department, Division, and Section if applicable and the record series being filmed. For permanent records the record series used on this target should read the same as the *Guide* or the number showing in the archives container database. For non-permanent records the record series used on this target should read the same as it appears on the retention schedule. The file arrangement should also be described. The filming agent should review the arrangement to ensure that the arrangement is adhered to.
8. Informational Targets – Additional targets may be inserted as needed to denote “Fire Damage,” “Papers taped by agency”, etc. All film produced for State and Local government agencies must have a target that states “This film cannot be reproduced for resale or publication. Additional copies can be obtained by contacting: Delaware Public Archives, Hall of Records, Dover, DE 19901”.
9. Content List – A content list should be microfilmed on the first roll or each new microfilming job. The words “content list” should also be typed on the label of this first roll to denote its location for ease of use. Note: There may be exceptions, times when a content list is not filmed. Items 5 through 9 have been expanded to provide clarification (4/99 and 7/2001)

3. Film Indexing. Film indexing shall be done at the two level blipping with the medium blip to denote the beginning of each file and the small blip for all images within that file. In some instances indexing the records of certain agencies may require bar codes utilizing code 3 or 9 ASCII text. Some agencies may require the preparation of two 3.5 inch diskettes or a CD-ROM containing the bar code index.

II. TASK SPECIFICATIONS (CONT):

4. **Quality of Work.** Each frame of microfilm shall be exposed and processed so that every line and character on a document also appears on the microfilm. The processed film shall be free of scratches, holes in the emulsion, or base, fingerprints, or any other defect that might adversely affect quality. The vendor must be prepared to film records with file dividers and various colors paper that may require different exposure settings. The vendor must establish the appropriate background density that will apply to all the images captured on a single roll of film. To ensure acceptable quality products the vendor should conduct periodic resolution tests using standard processed filmstrips ("test wedges") and then have them available during an unannounced on-site inspection of the facility conducted by the DPA. The DPA requires the vendor to assign one individual with the responsibility to coordinate all activities associated with the project and to be the single point of contact for the DPA.

   The DPA prefers that the same camera operators work on all filming projects so there is continuity of knowledge and experience. If the vendor finds it necessary to replace camera operator the DPA prefers for this individual to undergo training in the proper procedures developed for this project.

5. **Silver Camera Negative Filming.** The vendor shall ensure each roll of microfilm has a density of between .80 and 1.50, depending upon the contrast of the original documents. The vendor shall submit the first roll of each job to the DPA for review and approval before proceeding with the rest of the job. When the film job is completed, the records, the silver camera negative, and the roll film/fiche checklist will be sent to the DPA for inspection. If any discrepancies are found, the entire film job will be required to be picked up and refilmed again by the vendor. This process will continue until no discrepancies are found on the inspected film.

   An agency may request microfiche produced by a step-and-repeat camera. This job may be performed only if updating previous jackets is not required. In this case the above procedures apply.

6. **Vendor Film Inspection.** The vendor shall conduct a frame-by-frame quality inspection and perform any necessary retakes and splice the "retakes" on the front of the silver camera negative. Labels and roll film checklists shall be created in accordance with DPA Standards. Both the reels and corresponding roll film checklist are to be submitted to DPA for a random inspection. The vendor shall correct any errors at no cost to the DPA.

7. **Methylene Blue Test.** The methylene blue test must be conducted each day that silver gelatin film is processed in accordance with *ANSI IT9.1-1992 Imaging Media (Film) – Silver Gelatin Type – Specifications for Stability and ANSI IT9.17-1993, Standard for Photography (Chemicals) – Residual Thiosulfate and other Chemicals in Films, Plates, and Papers – Determination and Measurement.* The concentration of residual thiosulfate permitted under these standards shall not exceed 0.14 microgram per square centimeter. A qualified third party approved by the DDPA must perform this test within two weeks of processing and submit the resulting documentation along with the corresponding test film strip to the DPA.

II. TASK SPECIFICATIONS (CONT):

8. **Splices.** Splicing is allowed only at the beginning of a roll of film and there can be no more than two splices on a single roll of film. An ultrasonic splicer must be used, not splice tabs. All splicing must conform to ANSI/AIIM MS18-1998. *Splices for Image Film – dimensions and Operation Constraints.*

9. **First Generation Silver Negative Duplication.** The DPA requires the production of a silver duplicate or second camera negative of each roll of silver camera negative film. First generation silver negative microfilm production can only begin after the DPA has completed its inspection of silver camera negative microfilm. This will involve the vendor arranging for pickup of the inspected silver camera negative microfilm and delivery to the vendor's work site. The vendor should arrange for a weekly pickup of silver camera negative microfilm that is to be duplicated. The vendor shall conduct an inspection of each first generation silver negative duplicated to ensure that all images have been copied and fill out the Quality Control Report form.

Optional Image Capture, Digital Scanning. If the vendor elects to use digital scanning technology for image capture and writing the images to film the following performance specifications must be satisfied:

1. Scanning of documents shall be at true optical resolution of at least 300 d.p.i. Interpolation to a higher resolution from a lower resolution will not be permitted.
2. The reduction ratio must be no greater than 24X.
3. Dynamic thresholding must produce images that when written to film have a density of between .80 and 1.50, depending upon the contrast of the original documents.
4. Skewed and misaligned images must be properly aligned.
5. Images shall be sharpened as needed to achieve the approximate appearance of the original documents.
6. A computer based index must be generated for each document (subject matter, number of pages).
7. The digital images must be written out to the film in TIFF using the grey scale mode.
8. The film base on which the digital images are written must have a Life Expectancy Designation of 500 years and comply with the performance specifications of Kodak Archive Storage Media 3459.
9. The frames of each roll of output microfilm must be indexed to link to the computerized index.
10. A quality control program shall be in place to ensure that scanned images are complete and accurate. The vendor will perform a 100% frame by frame inspection and rescan any documents where:
    a. There is substantial loss of detail when compared to the original
    b. The tonal values are uneven
    c. The contrast is too low or too high
    d. There is excessive noise, usually noticeable in the darker portions of an image
    e. There are skewed or misaligned images

It is the responsibility of the DPA to authorize destruction of original documents after film images have been produced and inspected. The vendor must return all original documents to the DPA or to the agency that produced the records within two weeks after a film job has been approved.

II. TASK SPECIFICATIONS (CONT):

Vendor Deliverables:

- Boxed and labeled rolls of 16mm or 35mm silver camera negative microfilm or silver camera negative microfiche that have passed a vendor frame-by-frame 100 percent inspection and conform to ANSI/AIIM standards and DPA requirements.
- A boxed and labeled first generation silver copy of each roll or cartridge of 16mm or 35mm silver camera negative microfilm that conform to ANSI/AIIM standards and DPA requirements.
- Box labels containing the appropriate information for each roll of 16mm or 35mm silver camera negative microfilm and each box of first generation silver copy of 16mm or 35mm silver camera negative microfilm that conform to DPA standards.
- Completed Quality Control Report form as specified by ANSI/AIIM standards.
- Methylene blue tests analysis results for each batch of processed film or microfiche.
- Roll film or microfiche check lists.
- Return of original records to the DPA or the agency that created them.

C. Diazo Duplication Specifications

The DPA micrographic program generates a silver film actually used in the camera that is called the master negative and is used once to produce a silver duplicate master called a copy negative or duplicating master. A second copy is a diazo film called a reference or use copy that has been produced in accordance with *ANSI IT9.5-1992 Imaging Media (Film) – Ammonia-Processed Diazo Films-Specifications for Stability.*

The residual thiosulfate permitted in diazo film as determined by the methylene blue test shall not exceed .30 micrograms per square centimeter. The production of diazo film copies may coincide with the production of first general silver microfilm. The vendor shall ensure that the box, label, and label information used for each roll of diazo microfilm complies with all ANSI/AIIM and DPA standards.

Vendor Deliverables:

- Produce and deliver to the DPA the required number of diazo copies (LED 100) of rolls of microfilm in accordance with *ANSI IT9.5-1992 Imaging Media (Film) – Ammonia-Processed Diazo Films – Specifications for Stability*
- Create the appropriate box label information for each roll of diazo microfilm produced in accordance with ANSI/AIIM and DPA standards
- Use boxes and reels that conform to the appropriate ANSI/AIIM standards
- Completed Quality Control Report form as specified by ANSI/AIIM standards

II. TASK SPECIFICATIONS (CONT):

D. Redox Prevention Treatment Specifications

Processed silver gelatin microfilm is susceptible to small red or yellow spots or blemishes called redox blemishes. The spots are caused by local oxidation of image silver, resulting in the formation of minute deposits of yellow or red colored colloidal silver that degrade the image. Oxidizing agents are aerial oxygen, hydrogen peroxide, sulfur dioxide, hydrogen sulfide, and nitrate oxides, all occurring in industrial atmospheres. Once they occur, redox blemishes cannot be reversed so there is a permanent obliteration of the affected images. There are two accepted techniques for treating silver gelatin microfilm against redox blemishes. One is called Brown Toning and the other is called Silverlock. Both techniques convert about 70% of metallic silver in images to silver sulfide, which is more resistant to atmospheric pollutants than silver. Either treatment is acceptable so long as it performed in accordance with *ANSI/NAPM IT9.15-`997, The Effectiveness of Chemical Conversion of Silver Images Against Oxidation – Methods of Measuring.* The redox blemish prevention treatment must be performed by a vendor properly trained in its use. A qualified third party approved by the DPA must perform tests confirming the effectiveness of each batch of film that has been treated against redox blemishes and the results and documentation must be delivered to the DPA within two weeks of processing.

The DPA requires that the master camera negative and a first generation (or second camera negative) negative of each roll microfilm must be protected against redox blemishes.

The procedure to be followed for redox blemish prevention treatment begins with the DPA determination that the Preservation Microfilm processing and Archival and Administrative Microfilm production satisfies all requirements. The DPA will notify the vendor at least once per week of the number of rolls of microfilm that can be scheduled for redox prevention treatment. The vendor will arrange for pickup of the rolls and perform the actual treatment or secure approval of the DPA of a vendor who will perform the treatment. The vendor will emboss the name of the redox treatment actually used between “6” to “10” from the first image on the roll and certify in writing that the treatment procedures are in full compliance with *ANSI/NAPM IT9.15-1997.* After completion of the treatment the vendor shall issue a certificate that declares what prevention treatment was used, when the prevention treatment was done, and who id the treatment (i.e., company). The redox prevention certificate for each roll of microfilm and the qualified third party test of the effectiveness of the treatment along with the appropriate roll(s) of microfilm will be delivered to the DPA within two weeks of receipt of the job.

Vendor Deliverables:

- Treat all rolls of microfilm against redox blemishes in accordance with ANSI/NAPM IT9.15-1997.
- Emboss the name of the redox prevention treatment used in a clear section of the film leader.
- Results of periodic tests by a qualified third party approved by the DPA that confirm the effectiveness of the redox prevention treatment.
- Issue a certificate for each roll of film that declares what prevention treatment was used, when the prevention treatment was, and who (i.e., name of the company) did the work.
- Use boxes and reels that conform to the appropriate ANSI/AIIM standards.
- Deliver the treated and embossed film, redox treatment certificate, and test results to the DPA.

III. TECHNICAL SPECIFICATIONS

TECHINCAL PROPOSAL – SPECIFIC REQUIREMENTS

A. CORPORATE EXPERIENCE

The vendor must demonstrate the experience necessary to perform duties required to fulfill this proposal. The vendor shall list their staff with their experience and qualifications who will be working on the project along with their customers that had similar requirements to our needs.

B. TECHNICAL APPROACH

The vendor shall describe the production and staffing plans for all aspects of the contract, including: tracking orders, processing and duplicating procedures and location of facility, and experience/training employees have.

The vendor shall describe how he/she will ensure the quality requirements of this contract as described in the scope of work. In particular, the vendor will describe in detail the methods and schedules for testing equipment and film samples.

The vendor shall describe the facilities and equipment that will be used in the performance of all aspects of this contract: list all equipment and include the name of the manufacturer, the model number, its age, and number of units that could be used.

III. TECHNICAL SPECIFICATIONS (CONT)

C. PRICING

Complete Appendix B pricing spreadsheet in Excel format. The prices should include pickup, verification of preparedness, microfilming, processing, quality control inspection, retakes, redox blemishes preventive treatment, duplication, typing, loading of fiche if applicable, boxing, delivery of records and processed film to the DPA for review and storage, the completion of all forms and checklists, and any other steps involved in producing the complete approved micrographic products. Proposals should include the following prices:

1. Cost per test strip to process
    a. 16mm film
    b. 35mm film

2. Cost per roll to process preservation microfilm
    a. 35mm rest stripe
    b. 35mm roll film

3. Cost per roll to film and process archival and administrative records
    a. 16mm
    b. 35mm
    c. 105mm (microfiche)
    d. Oversize engineering drawings

4. Cost per roll to produce diazo copies of administrative, archival, and administrative records
    a. 16mm
    b. 35mm
    c. Roll cartridge ANSI

5. Cost per roll to perform redox blemishes prevention treatment
    a. 16mm
    b. 35mm
    c. 105mm (microfiche)

6. Cost per hour for required document prepping that exceeds minimal document prepping.

IV. LIST OF TECHNICAL STANDARDS AND EXAMPLES

TECHINCAL STANDARDS

ANSI/AIIM MS08-1988. *Image Mark (Blip) used in Image Mark Retrieval Systems.*

ANSI/AIIM MS14-1988 (R1996). *Specifications for 16mm and 35mm Roll Microfilm.*

ANSI/AIIM MS17-1992. *Rotary (Flow) Microfilm Camera Test Chart and Test Target – Description and Use.*

ANSI/AIIM MS18-1992. *Micrographics – Splices for Imaged Microfilm – Dimensions and Operational Constraints.*

ANSI/AIIM MS23-1991. *Practice for Operational Procedures/Inspection and Quality Control of First-generation, Silver Microfilm of Documents.*

ANSI/AIIM MS34-1990. *Dimensions for 100 foot Reels for Conventionally Threaded Processed 16mm and 33mm Microfilm.*

ANSI/AIIM MS45-1990. *Recommended Practice for Inspection of Stored Silver-Gelatin Type Microforms for Evidence of Deterioration.*

ANSI/AIIM MS48-1990. *Recommended Practice for Microfilming Public Records on Silver-Halide Film.*

ANSI/AIIM MS51-1991. *Micrographics – ISO Resolution Test Chart No. 2 – Description and Use.*

ANSI/ASC PH1.28-1994. *Archival Records, Silver-Gelatin Type Cellulose-Ester Base.*

ANSI/ISO 224-1991 and ANSI/ISO 334-1989. *Micrographics – ISO Resolution Test Chart No. 2 – Description and Use.*

ANSI/NAPM IT9.1-1992. *Imaging Media (film) – Silver-Gelatin Type – Specifications for Stability for LED-500.*

ANSI/NAPM IT9.10-1991. *Methods for Determining the Curl of Photographic Film.*

ANSI/NAPM IT9.11-1991. *Imaging Media – Processed Safety Photographic Film – Storage.*

ANSI/NAPM IT9.15-1997. *The Effectiveness of Chemical Conversion of Silver Images Against Oxidation – Methods for Measuring.*

ANSI/NAPM IT9.17-1993. *Determination of Residual Thiosulfate and other Related Residual Chemicals in Processed Photographic Materials – Methods Using Iodine-Amylose, Methylene Blue, and Silver Sulfide.*

ANSI/NAPM IT19.2-1991. *Imaging Media – Filing Enclosures and Storage Containers for Photographic Processed Films, Plates, and Paper.*

IV. LIST OF TECHNICAL STANDARDS AND EXAMPLES (CONT)

ANSI/NAPM IT9.5-1992. *Imaging Media (Film) – Ammonia-Processed Diazo Films – Specifications for Stability.*

ANSI/NAPM IT9.6-1991. *Photographic Films – Specifications for Safety Film for Photography.*

NIST-SRM 1010A. *Microcopy Resolution Test Chart (ISO Test Chart No. 2).*

Delaware Public Archives. *Records Management Handbook, Preparation of Records for Microfilming, (February 1999).*

Delaware Public Archives. *Required Minimum Microfilming Standards for Public Records (July 2001).*

EXAMPLE – TITLE TARGET

1. The documents below are microfilmed in the regular course of business and are the records of:

DEPARTMENT _____
DIVISION _____
SECTION _____

2. Name and Title of the current Records Custodian Officer:

_____

3. Name and Location of the Service Bureau:

_____

4. Reduction Ratio: _____

5. Title of file, record series (include dates, volume number or serial numbers need to adequately identify the records). _____

_____

6. File arrangement (alphabetical, chronological, etc)

_____

Micrographic images that were missing or proved unsatisfactory upon inspection of the original microfilm are/or will be spliced on the beginning of this reel.

EXAMPLE – BOX LABEL

RG # (1) ROLL # (2)
DEPARMTNET/DIVISION
SECTION
SERIES TITLE & DATE SPAN
BEGINNING RECORD TO ENDING RECORD

RG # (1) ROLL # (2)

DEPARTMENT/DIVISION
SECTION
SERIES TITLE & TIME SPAN

BEGINNING RECORD
TO
ENDING RECORD

(6)

DENSITY –
BASE FOG –
RESOLUTION –

(3) Microfilmed (4)

Microfilmed By: (5)

(1) Insert Record Group and Series Number here.
(2) Insert Roll Number here.
(3) Insert Redox Prevention Treatment here.
(4) Insert Year Microfilmed here.
(5) Insert Vendor Name here.
(6) Insert “Content List” here, if applicable.

EXAMPLE – CHECKLIST

Microfilmed By: (5)

RG # (1)
SERIES # (6)

DEPARTMENT
DIVISION
SECTION
SERIES TITLE
DATE SPAN

(3)
(7)

(2) Insert BEGINNING RECORD

Insert ENDING RECORD (4)

Roll #	Beginning Record	Ending Record	Year Filmed*

(1) Insert Record Group number here.
(2) Insert Roll Number here.
(3) Insert Redox Prevention Treatment (e.g., “Silverlocked”)
(4) Insert Year Microfilmed here.
(5) Insert Vendor Name here.
(6) Insert Series Number here.
(7) Insert “Confidential” (if applicable)
(8) Insert if “16mm” or “35mm”

*One entry per roll of film

EXAMPLE – CERTIFICATION

I hereby certify that the records reproduced as microfilm or microcopies are full and complete copies of the originals and had been produced in accordance with the Delaware Public Archives standards and that the said microfilm has the same validity as the original records. The authority for photographic reproduction of records and the provision for their authority for their admissibility as legal evidence is in accordance with Title 29, Section 516 of the Delaware Code.

_____
Camera Operator

_____
Date

_____
Supervisor/Manager

_____
Date

PART 2

Conversion Services: Microfilm, Digital Imaging, Computer Output

SCOPE OF WORK DETAILS

Background. An increasing number of agencies in the State of Delaware have a need to convert existing paper and micrographic documentation to digital formats in order to achieve more efficient storage, retrieval and management of business records and to facilitate improvements in business process productivity and citizen and supplier service quality and responsiveness.

With the goal of supporting these needs, the Delaware Public Archives (DPA) is issuing this RFP to qualify one or more vendors that can offer film, digital image and computer output conversion services on an as requested basis to agencies of the State of Delaware.

The services to be bid are:

1. Conversion of paper and micrographic formats to digitized images with associated metadata, and including delivery of the imaged records.

2. Conversion of computer-generated reports to digital format (COLD/ERM).

This Scope of Work contains the following sections:

I. Definitions
II. Digital Image Conversion Services
III. Computer Output (COLD/ERM) Conversion Services
IV. Technical and Pricing Specification

PART 2

Conversion Services: Microfilm, Digital Imaging, Computer Output

I. DEFINITIONS:

COLD/ERM – Computer Output to Laser Disk/Enterprise (or Electronic) Report Management: The electronic capture of computer-generated reports in "as-if-printed" format, including automatic extraction of index data, for storage on and retrieval from digital media. The computer-generated reports are typically formatted ASCII text, but may include graphics elements or forms overlay as required.

COM – Computer Output Microfiche: The conversion of computer-generated reports in "as-if-printed" format to microfiche, including the indexing of the microfiche and frames within the microfiche as required.

Image: An image is a page-side of a hardcopy record represented as rows and columns of bits which symbolize black and white "dots" of the page after processing through a digitizing scanner. The presentation of the bits as black and white "dots" on a viewing screen or printer produces a human readable facsimile of the page.

International Telecommunication Union (ITU) Group 4: The International Telecommunications Union or ITU (previously known as the International Telegraph and Telephone Consultative Committee (CCITT) is a United Nations standards organization that has developed protocols for the transmission of bi-tonal (black/white) images over telephone lines and data communication links. One of these protocols or standards for encoding bi-tonal or one-bit images is called Group 4, which was developed specifically for bit map images stored on disks and transmitted across networks. Group 4 compression is the standard compression technique used for high-end fax machines and is the international standard for compression of bi-tonal scanned images in document and record management systems.

TIFF – Tagged Image File Format: A proprietary image file format that is owned and maintained by Adobe, Inc. TIFF was developed by the Aldus Corporation for storing black and white images created by scanners and desktop publishing applications. It has gone through several revisions and extensions since its release in 1986, the most recent being TIFF 6.0, which was released in 1986, the most recent being TIFF 6.0, which was released in September, 1995. The TIFF format is widely implemented internationally and consequently can be considered a de facto standard for scanned images.

PART 2

Conversion Services: Microfilm, Digital Imaging, Computer Output

II. Digital Image Conversion Services:

Approximately 150-200 Delaware government agencies, departments and groups have indicated an interest in converting daily and backfile paper and micrographic records to digital images. The range of documentation types range from checks and small paper forms to very large engineering drawings. The hard copy formats can be in paper or micrographic form, where the micrographics formats may consist of roll film, microfiche, jacketed microfiche or aperture cards.

A. Service Locations:

Please list the locations where you provide services with the locations sequenced starting with the location closest to Dover and Wilmington, Delaware:

a. Location 1:

2. Location 2:

3. Location 3:

4. Etc.

II. Digital Image Conversion Services (CONT):

B. Source Documents:

All of the formats indicated in the table below may need to be converted to compressed digital images and indexed with appropriate metadata. Please indicate with "yes" or "no" in the table below the formats for which you provide image conversion services. If all of these services cannot be provided from a single conversion service location, please indicate which location(s) support which formats based on the list in requirement A. above.

Source Hardcopy Format	Yes or No	Location(s) providing this service (location name from A.)
PAPER		
Checks and small forms		
½ letter (5 x 8.5 in.)		
Letter (8.5 x 11 in.)		
Legal (8.5 x 14 in.)		
B-size (11 x 17 in.)		
C-size drawing (17 x 22 in.)		
D-size drawing (22 x 34 in.)		
E-size drawing (34 x 44 in.)		
J-size drawing (34 x unlimited length in inches)		
Gray scale documents and photographs		
Color documents		
Color photographs		
Books (other non-autofeed documents)		
Photos		
Other – please specify		
MICROFORM		
35mm roll film – blipped		
Microfiche		
Jacketed microfiche		
Aperture cards		
Other – please specify		

II. Digital Image Conversion Services (CONT):

C. Volumes:

Volumes vary greatly by agency, department or group and may range from 100 to 1,000 or more images per day and some have backfile volumes of 100,000 – 200,000 or more pages.

Examples of applications and related documents where a need for image conversion has been indicated are:

- Case files (many areas)
- Applications
- Personnel records
- Vital statistic certificates
- Personal income tax and audit files
- Housing finance records
- Voter registration
- Bills of General Assembly
- Ticket incident reports
- Pardons
- Etc.

The bid should be a per image rate based on a range normally utilized in your organization. See Appendix B, Pricing Tabs.

D. Location for Performing Image Conversion Services:

Is the bidder willing to perform the image conversion service on-site at the location of the State of Delaware organization, particularly where the following conditions exist?

1. There is a relatively large backfile conversion to be performed and it would be very inconvenient for the documents to be sent off-site during the conversion,

2. When the records to be converted are of such a sensitive nature (e.g., medical records) that it would be highly preferable for the source records to remain in the physical control of the State of Delaware.

II. Digital Image Conversion Services (CONT):

E. Transport/Receipt of Source Documents:

Describe the modes of transportation for the source records from the Delaware agency to the image conversion service site that are offered or recommended in order to ensure that the records are moved in an expedient manner while fully protecting their completeness, integrity and confidentiality.

Physical Security and Maintenance of Source Records:

Describe the means and method of security that are offered at a remote image conversion service site to protect the integrity and confidentiality of the source documents and to maintain their completeness while at the conversion service site.

F. Imaging Conversion Software:

Is the imaging conversion software used for production image conversion a custom-developed, proprietary system or is it an off-the-shelf (OTS) software application?

If the image conversion software application used is off-the-shelf, please state the development vendor, the name of the application(s) and the version of the application being employed. Please indicate if this requires the purchase of software to view the image.

G. Image Conversion Service Process:

The bidder will describe the image conversion process and associated steps that are offered as part of their services.

The primary objective in the image conversion service process is to capture the most accurate and complete facsimile of the source documents as possible and accurately and completely capture, either automatically or manually, the required index or metadata.

The requirement for accurate electronic records is clearly stated in the Delaware Public Archives, Model Guidelines for Electronic Records:

7. Records which are created by the electronic records system must meet accepted definitions of accurate, understandable and meaningful records.

Summary: Electronic records must be:

1. Accurate, in that there is a quality control check to ensure correct data.

II. Digital Image Conversion Services (CONT):

Also, there is a Federal case law that stipulates the importance of having an accurate and reliable process for capturing electronic records:

> [T]he foundation for admission of computerized records consists of **showing the input procedures used, the tests for accuracy and reliability** and the fact that an established business relies on the computerized records in the ordinary course of carrying on its activities. The … opposing party then has the opportunity to cross-examine concerning company practices **with respect to the input and as to the accuracy of the computer** as a memory bank and retriever of information … [T]he court must "be satisfied with all reasonable certainty **that both the machine and those who supply the information have performed their functions with utmost accuracy**."[1] [bolded emphasis added]

In describing the process, the steps outlined below should be considered and the requirements identified within each of the steps should be addressed.

1. Image Scanning Alternatives:
What alternative methods for image scanning are supported?

a. Centralized image scanning at the conversion services site.
b. Remote image scanning at the State of Delaware site with indexing and quality control done at a central service site.
c. Scanning of case files or documents accumulated into batches.
d. Scanning of individual documents.
e. Other, please describe.

2. Documentation of Image Conversion Service Processes:
Accurate and complete documentation are required for the management of electronic records at the State of Delaware Public Archives, Model Guidelines for Electronic Records:

> 2. Electronic records systems must have accurately documented policies, assigned responsibilities, and formal methodologies for their management.

Are the overall process and each individual process associated with image conversion services being proposed fully documented? Is the bidder willing to allow the State of Delaware to review the documentation, with the understanding that any proprietary nature of the documentation will be preserved?

3. Document Preparation:
Document preparation should include steps that make the individual pages easily and accurately readable, including removing paper clips and staples and repairing any pages (tears, folds, hard creases, etc.) that may be difficult to feed or not accurately read. See the following technical report: ANSI/AIIM TR15-1997, Planning Considerations Addressing Preparation of Documents for Image Capture Systems

Records may then be accumulated into batches for scanning or scanned as individual case files or documents.

[1] United States vs. Russo, 480F.2d 1228, 1239 (6th Cir. 1973) (quoting United State v. De Georgia, 420 F. 2d 889, 895 (9th Cir. 1969)).

II. Digital Image Conversion Services (CONT):

4. Batch and Document Separation or Identification:

Support the following method for batch and document separation:

a. Bar-coded batch separator sheets.
b. Bar-coded document separator sheets.
c. Bar codes on the individual documents.
d. Separate at indexing time using the scanned images.
e. Other, please describe.

5. Image Scanning:

The objective of image scanning is to capture the most accurate and complete digitized facsimile of the document as possible. The bidder should comment on the process(es) used for image scanning with consideration for the following requirements:

a. Periodic testing of the scanners proper functioning. The testing should at a minimum adhere to *ANSI/AIIM MS44-1988 [R1993], Recommended Practice for Quality Control of Image Scanners*, which includes a standard scan target page for checking the image quality for bi-tonal scanners
b. Cursory operator review of individual images as they are being scanned
c. Ability to stop and redo the scanning of a batch or document by the scanning operator
d. Single and double-sided scanning
e. Option for automatic elimination of blank pages, particularly when scanning double-sided (describe what technique and threshold level is recommended for blank page elimination).
f. Other: please describe

6. Indexing:

Accurate indexing or attribution of metadata to each case file and record scanned is required primarily for purposes of providing ready access to the imaged information. However, indexing can also be used for the purposes of: establishing the start date for retention management, determining the security level of a specific document or page, and proper routing of the record for workflow purposes, among other uses. A high accuracy level is required for the index information in order to ensure that accurate retrieval of the records can be performed and that all logically associated records are properly linked. It is generally held that automatically reading index information from bar codes or manual double-blind keying of index fields is the most accurate method to capture the appropriate index information.

II. Digital Image Conversion Services (CONT):

6. Indexing (CONT):

Describe the indexing methods offered with consideration for the following:

a. Manual keying for image. (state the average key strokes per hour that can be achieved by a proficient manual key-entry operator – assuming the index data can be readily located on the image).
b. Double-blind manual keying.
c. Reading from bar codes (both zoned bar code areas as well as free-location bar codes).
d. Zoned optical character recognition – where one or more zones of a page are identified as containing the image to be converted to text. State the accuracy range generally achieved for this method – in percentage of total characters recognized. Also state the methods used to correct zoned OCR/ICR read errors.
e. Optical/intelligent character recognition of complete pages with the text used solely for search purposes (e.g., a full-text search database or hidden text in PDF file).
f. Edit checks to ensure that index field formats, values, etc. are correct.
g. Database lookups to validate specific values (either manually entered or bar-code read).
h. Other, please describe.

7. Conversion of Image to Full Replacement Text:

Does the proposed image conversion service allow imaged pages to be fully and accurately converted to full text (as a complete replacement for the image)? If so, please describe what software is used and what the process is for correcting OCR/ICR errors. Also describe how non-text areas of pages are handled in the course of the full text conversion.

8. Quality Control:

There are various points in the process where quality control can be applied:

a. Document preparation (a percentage of document/files are audited or reviewed – usually based on the training and experience level of each person performing the process).
b. Image scanning – real-time viewing of images as they are being scanned, using a separate image or image/index quality control process, using a prep page-side count compared to an actual image-scanned count, and actually reviewing the images versus the paper documents/files to ensure completeness of scanning.
c. Indexing – this could be done as a double-blind key entry or using a sampling or full separate index review process.

Please comment on the processes offered for quality control, taking the areas outlined above into consideration.

9. Rescan of Images:

Assuming a rescan capability is offered, at what point(s) in the process can images be rejected and rescanned, such as at the time of scanning, indexing, quality control, etc.

II. Digital Image Conversion Services (CONT):

10. Output and Delivery of Images and Index Data:

What methods and formats are offered to deliver scanned images and associated index information to the State of Delaware party requesting the image services? Indicate if the purchase of software is required to view the images or associated index information.

a.
b.

Comment on the following options for delivery, plus any others that are offered:

a. Compact Disc (CD)
b. Magnetic tape
c. Download (e.g., direct link or SSFTP via Internet) of images and index information to a specified telephone number or via file transfer protocol (FTP) into recipient directory.
d. Other, please specify and describe.

Please list the various document imaging, document management or content management systems (e.g., FileMagic/Fortis, OTG Software (Legato), DocStar, FileNET, etc.) for which the proposed conversion service can create import image and index data files or formats:

a.
b.
c.
d.
etc.

11. Return of Hard Copy Source Documents:

Describe the modes of transportation for the source records from the image conversion service site back to the Delaware agency that requested the image conversion. What modes of transportation are offered or recommended in order to ensure that the records are moved in an expedient manner while fully protecting their completeness, integrity and confidentiality?

12. Professional Services:

Provide an overview description of any professional services that are offered to support a State of Delaware agency, department or group in the analysis, planning, setup and implementation of an image conversion service project. What personnel staffing levels, experience and area of expertise or specialty are made available?

13. Employees:

Employees of third party service providers who transport source documents, inspect source documents, image or index from source documents or images thereof, and review images of source documents for quality control must be bonded and have a state and federal background check to ensure that the confidential information is not compromised. The security requirements of some agencies may entail additional security arrangements.

PART 2

Conversion Services: Microfilm, Digital Imaging, Computer Output

III. Computer Output (COLD/ERM) Conversion Services:

Many Delaware government agencies, departments and groups have paper or computer output microfiche reports that they are interested in converting to digital format for storage, retrieval and retention. This section of the RFP describes the potential environments and requirements for a service that converts computer output reports to digital format, typically referred to as computer output to laser dick (COLD) or enterprise report management (ERM).

A. Service Locations:
Please list the locations where you provide services for COLD/ERM with the locations sequenced starting with the location closest to Dover and Wilmington, Delaware:

1. Location 1:
2. Location 2:
3. Location 3:
4. Etc.

B. Computer Output Formats Supported:
Please indicate the types of computer output reports and documents that can be accepted for metadata extraction and conversion by the proposed service. Please indicate with "yes" or "no" in the table below the formats for which you provide computer output conversion services. If all of these services cannot be provided from a single conversion service location, please indicate which location(s) support which formats based on the list in requirement A. above.

Computer Output Format	Yes or No	Location(s) providing this service (location name from A.)
Line Data (pre-formatted ASCII with line feeds)		
IBM Advanced Function Printing (AFP)		
Xerox DJDE/Metacode		
PCL		
PostScript		
Multi-font		
Office Productivity Documents, e.g., MS Office		
Other – please specify:		

III. Computer Output (COLD/ERM) Conversion Services (CONT):

C. Volumes:

Volumes may vary greatly by agency, department or group. The bidder should be flexible in the volume of computer output services provided for any given agency, department or group and should consider pricing on the basis of total volumes of computer output processed for the State of Delaware (with exceptions for difficult jobs), rather than on the basis of volumes for each individual agency, department, group or project (see Section IV Technical Specifications, Pricing section).

D. Transport/Receipt of Computer Reports:

Describe the modes of transportation that are offered or recommended for moving the digital computer report data from the Delaware agency to the conversion services site in a manner that ensures the records are moved expediently while fully protecting their completeness, integrity and confidentiality.

E. Physical Security and Maintenance of Source Records:

Describe the means and method of security that are offered at the conversion service site to protect the integrity and confidentiality of the computer output data while at the conversion service site?

F. COLD/ERM Software:

Is the COLD/ERM software used for conversion, and possibly provided to the Delaware organization for storage and retrieval, a custom-developed, proprietary system or is it an off-the-shelf (OTS) software application?

If the image conversion software application used is off-the-shelf, please state the development vendor, the name of the application(s) and the version of the application being employed.

G. Report Setup:

Please describe the tools provided for report setup with consideration for, but not constrained by, the following requirements:

1. Forms-oriented report identification and setup, including easy definition of report fields for indexing.

2. Use of sample report data to perform report setup (either downloaded or e-mailed to the service location or provided on physical digital media).

3. Creation of graphic overlays as required to simulate the printed forms.

Who performs the report setup as part of the service? Would the Delaware organization requesting the service be allowed to setup the reports given the appropriate training?

III. Computer Output (COLD/ERM) Conversion Services (CONT):

H. Index Extraction:

The report formats and the location and format of the report title and the data to be extracted for automatic indexing purposes will vary widely by report type. Please describe the tools and methods that are provided for setting u automatic index extraction from each report (generally done as part of the report setup). Examples of particular tools and methods would be:

1. Define the report title and index data to be extracted by viewing and highlighting or pointing and clicking from a sample page or pages of the report.

2. Define row, column and length of an index field.

3. Define a “character string” to be recognized, the offset and length (e.g., “”SSN” as a character string, the offset of 2 characters, then length of nine characters).

4. Other

I. Report Capture and Quality Control:

Describe the process and tools to ensure that all reports received at the service location have been completely and accurately loaded onto the output media or directory location.

Describe the process and methods for addressing and correcting problems that arise when reports are not completely or accurately captured, either as identified at the service location or as identified by the Delaware organization after receipt.

J. Report Page Conversion Options:

Please indicate the options provided by the service to convert the original output reports and report pages to a different format for storage and retrieval by the requesting State of Delaware organization.

Converted Output Format	Yes or No
Text	
PDF	
XML	
Image	
Other – please specify:	

III. Computer Output (COLD/ERM) Conversion Services (CONT):

K. Delivery:

Please indicate the options provided by the service for delivery of converted computer output to the requesting State of Delaware organization.

Delivery Format	Yes or No
SFTP	
Direct Data Transfer (T1, etc.)	
Compact Disc (CD-ROM)	
Digital Versatile Disc (DVD)	
Magnetic Tape – specify types supported:	
Other – please specify:	

L. Storage and Retrieval of Delivered Computer Output:

Please describe the methods offered for storage and retrieval of the converted computer reports after delivery to the requesting State of Delaware organization.

1. Self-contained CD or DVD with report pages, index data and retrieval, viewing, printing, faxing software.

2. Method for loading delivered computer reports to a magnetic disk directory with pre-loaded software to provide retrieval, printing and faxing.

3. Is the storage and retrieval software offered with the converted reports proprietary or is it an off-the-shelf product? If off-the-shelf, please specify the development vendor, the name of the application, and the version of the software.

4. What search functions are provided as a means of locating a report or specific report pages?
   - Search using one or more specified index keys
   - Full text or string search
   - Boolean search
   - Etc.

5. What output functions are provided for retrieved reports or report pages?
   - Print the full report or selected pages
   - Fax the full report or selected pages
   - E-mail the full report or selected pages
   - Ext.

M. Report and System Administration:

Describe any report or software administration tasks, if any that would need to be performed by the requesting State of Delaware organization.

III. Computer Output (COLD/ERM) Conversion Services (CONT):

N. Professional Services:

Provide an overview of any professional services that are offered to support a State of Delaware agency, department or group in the analysis, planning, setup and implementation of computer reports for conversion at the bidders site. What personnel staffing levels, experience and area of expertise or specialty are made available?

O. Employees:

Employees of third party service providers who transport media or source documents, perform report setup, and other related functions must be bonded and have a state and federal background check to ensure that the confidential information is not compromised. The security requirements of some agencies may entail additional security arrangements.

PART 2

Conversion Services: Microfilm, Digital Imaging, Computer Output

IV. Technical and Pricing Specifications

TECHINCAL PROPOSAL – SPECIFIED REQUIREMENTS:

A. Corporate Experience:
The vendor must demonstrate the experience necessary to perform duties required to fulfill this proposal. The vendor shall list their staff with their experience and qualifications who will be working on the project. The vendor shall provide references, including company name, contact person, contact information and a description of the application, for image conversion and COLD/ERM report conversion that are similar to the services requested in this RFP.

B. Pricing:
The prices must be quoted separately for the two areas of service outlined in this RFP, namely, Image Conversion and COLD/ERM Computer Report Conversion. Complete Appendix B pricing spreadsheet in Excel format.