



State of Delaware

Professional Services Request for Proposal

Contract No. GSS11394-NETWORK_SVCS Network Services

March 16, 2011

***- Deadline to Respond -
April 15, 2011
1:00 p.m. EDT***

**REQUEST FOR PROPOSAL
CONTRACT NO.: GSS11394-NETWORK_SVCS
NETWORK SERVICES**

March 16, 2011

CONTRACT NO. GSS11394-NETWORK_SVCS

ALL OFFERORS:

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

REQUEST FOR PROPOSAL - CONTRACT NO. GSS11394-NETWORK_SVCS

- I. Purpose
- II. Overview
- III. Required Information
- IV. Proposal Evaluation Procedures
- V. Professional Services RFP Administrative Information
- VI. 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 - Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
 - k. Attachment 11 - Office of Minority and Women Business Enterprise Certification Application
 - l. Attachment 12 – Performance Bond
 - m. Appendix A – Scope of Work details
 - n. 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 by **1:00PM (EST) April 15, 2011** to be considered.

Proposals shall be submitted to:

**State of Delaware
Department of Technology and Information
108 Silver Lake Blvd.
Dover, DE 19904**

Please review and follow the information and instructions contained in this Request for Proposal. Should you need additional information, please contact Carmen Herrera at carmen.herrera@state.de.us.

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE NETWORK SERVICES
ISSUED BY THE DEPARTMENT OF TECHNOLOGY AND INFORMATION**

I. PURPOSE:

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

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

II. OVERVIEW:

The State of Delaware Department of Technology and Information seeks qualified vendors to provide Network Services to the State of Delaware. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Public Notice Date: March 16, 2011

Written Questions Due Date: no later than 1:00 p.m. (EST) March 23, 2011

Written Answers Posted Date: no later than March 29, 2011

Deadline for Receipt of Proposals Date: 1:00 p.m. (EST) April 15, 2011

Notification of Award Date: no later than 90 days from closing date

Each proposal must be accompanied by a transmittal letter. The letter must:

- be on company letterhead and signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services; and
- briefly summarize the proposing firm's interest in providing the required professional services; and
- attest to the fact that no activity related to this proposal contract will take place outside of the United States; and
- certify the proposal CD's have been scanned and are free from viruses and other malicious software; and
- certify all proposal conditions are valid for 180 days from the deadline date for proposal submission; and
- clearly identify, for purposes of this proposal, a contact person by name and include his/her email address and phone number; and
- clearly state the number of exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. All exceptions and justifications must be listed on Attachment 3 provided in this Request for Proposal. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

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III. REQUIRED INFORMATION

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

A. Minimum Requirements

1. Transmittal letter
2. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
3. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.
4. Audited financial statements, income statements and balance sheets, for two consecutive previous years.
5. Attachments 2, 3, 4, 5, 6, 7, and 10 completed by vendor
6. Appendix B completed by vendor

B. General Evaluation Requirements

1. Contract Administration (50 points):

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

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III. REQUIRED INFORMATION

2. Service and Support Capabilities (100 points):

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

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

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

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

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

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

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

6. Pricing/Pricing Structure (250 points):

Prices submitted by vendors in Appendix B for services as part of the Request for Proposal Process will be included in the overall evaluation scoring to determine the overall points for each vendor.

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form only through the State of Delaware's Bid Solicitation Directory website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

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

**Carmen Herrera
IT Procurement Officer
Department of Technology and Information
801 Silver Lake Blvd
Dover, DE 19904
carmen.herrera@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.

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:

7. Organizations Ineligible to Bid

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

8. Exclusions

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

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

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:

B. RFP SUBMISSIONS

1. Acknowledgement of Understanding of Terms

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

2. Proposals

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 seven electronic copies on CD. One of the paper copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. CD must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals must be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware
Department of Technology and Information
108 Silver Lake Blvd., Dover, DE 19904**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM, EST on April 15, 2011**. The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.

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

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

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

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least 180 days from the deadline date for proposal submission. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

A public opening of all proposals received by the date and time listed above will occur immediately after that time. Only the names of the offerors will be announced. No additional information will be disclosed at that time.

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:

11. Confidentiality of Documents

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

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

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

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

12. Multi-Vendor Solutions (Joint Ventures)

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

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

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:

a. Primary Vendor

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.17 regarding multiple source contracting.

b. Sub-Contracting

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

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

c. Multiple Proposals

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

13. Performance Bond Requirement

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

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:

14. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP until 1:00PM EST on March 23, 2011. All questions will be then consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by 4:30 PM EST, March 29, 2011. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted. Questions should be e-mailed to carmen.herrera@state.de.us, faxed to Carmen Herrera at 302-677-7049, or mailed to Carmen Herrera, Department of Technology and Information, 801 Silver Lake Blvd., Dover, DE 19904.

Section number
Paragraph number
Page number
Text of passage being questioned
Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

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

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16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

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

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

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be stated in writing on the page provided in the proposal labeled as Attachment 3.

The State will not use or be bound by any supplemental agreements, order forms or terms and conditions stipulated by the vendor which have not been approved as part of this RFP process. Since this is a central contract whereby individual orders from State agencies and other entities authorized by law to procure from this contract may result, vendors must submit all additional service level agreements, order forms, or terms and conditions which may be necessary for purposes of individual purchases. All such supplemental information must be included as an exception to the RFP.

Acceptance of exceptions is within the sole discretion of the evaluation committee.

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21. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. **The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.** The Team

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shall make a recommendation regarding the award to the Contract Administrator, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

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

a. Criteria Weight

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

| | Criteria | Points |
|----|--|---------------|
| 1. | Contract Administration | 50 |
| 2. | Service & Support Capabilities | 100 |
| 3. | Geographical Coverage and Response Capabilities. | 50 |
| 4. | Capability to meet the requirements of the RFP. | 200 |
| 6. | Experience, Reputation and References | 50 |
| 7. | Pricing and Pricing Structure | 250 |
| | Total | 700 |

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION:

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful vendor and the State shall be for two (2) years with two (2) extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

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- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

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

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

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

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

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

5. General Contract Terms

a. Independent contractors

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

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

b. Licenses/Permits/Forms

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

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

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

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

c. Notice

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

NAME Carmen Herrera, IT Procurement Officer
DEPARTMENT Department of Technology and Information
ADDRESS 801 Silver Lake Blvd., Dover, DE 19904

d. Indemnification

(1) General Indemnification

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

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Vendor.

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(2) Proprietary Rights Indemnification

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

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

- (a) Procure the right for the State of Delaware to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

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e. Insurance

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

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

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

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

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

**IT PROCUREMENT OFFICER
 CONTRACT NO. GSS11394-NETWORK_SVCS
 DEPARTMENT OF TECHNOLOGY AND INFORMATION
 801 SILVER LAKE BLVD
 DOVER DE 19904**

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f. Performance Requirements

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

g. Warranty

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

h. Costs and Payment Schedules

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

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

i. Penalties

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

j. 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 (or purchase orders) may be terminated as follows:

(1) 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 individual ordering 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 individual ordering 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.

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(2) Termination for Convenience: The individual ordering 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 individual ordering agency.

(3) 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.

k. Termination of Contract:

As a central contract, the contract resulting from this RFP may be terminated as follows by the State.

(1) 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.

(2) 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.

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(3) 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.

I. Non-discrimination

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

m. Covenant against Contingent Fees

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

n. Vendor Activity

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

o. Work Product

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

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p. Contract Documents

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

q. Applicable Law

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

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

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

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

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

r. Scope of Agreement

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

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s. Standard Practices

With respect to work provided to or conducted for the State by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies and standards promulgated by DTI. Enterprise Standards and Policies may be found at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

t. Confidentiality and Data Integrity

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

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, Attachment 10, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

u. Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software and processes do not compromise the security of its IT infrastructure or assets. The SANS Institute and the FBI maintain a report describing the Top Cyber Security Risks. The information is available at <http://www.sans.org/top-cyber-security-risks/?ref=top20> for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

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v. Cyber Security Liability

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data, software code or processes that compromise the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

w. Information Security

Multi-function peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multi-function peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction. The physical destruction or wholesale deletion of information required by the State of Delaware is subject to audit to ensure its proper disposal.

x. 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

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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_liaisons.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.

y. Other General Conditions

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

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- (5) **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.
- (6) **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.
- (7) **Amendments** - This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.
- (8) **Contract Extension** - The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.
- (9) **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.
- (10) **Prevailing Wage Rates** - All applicable Telecommunications Wiring and Cabling Services are to be performed in conjunction with Telecommunications Cabling, contract #GSS09441A-TELECOM CBL. Proposing Vendors must work with the vendors on the Wiring and Cabling contract. Any work being provided that can be considered public works will require a review and determination by the Delaware Department of Labor as to whether prevailing wages must be applied; and if so, what those wage rates will be.

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E. RFP MISCELLANEOUS INFORMATION

1. No Press Releases or Public Disclosure

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

2. RFP Reference Library

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

3. Definitions of Requirements

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

PROPOSAL REPLY SECTION

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NETWORK SERVICES

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to Department of Technology and Information by 1:00 P.M., (EST) April 15, 2011.

Proposals shall be submitted to:

**State of Delaware
Department of Technology and Information
108 Silver Lake Blvd.
Dover, DE 19904**

A public opening of all proposals received by the date and time listed above will occur immediately after that time. Only the names of the offerors will be announced. No additional information will be disclosed at that time.

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

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 Contract Name Network Services
 PROPOSAL REPLY SECTION

NO PROPOSAL REPLY FORM

CONTRACT GSS11394-NETWORK_SVCS CONTRACT TITLE: NETWORK SERVICES

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

CONTRACT NO.: GSS11394-NETWORK_SVCS TITLE: NETWORK SERVICES
OPENING DATE: April 15, 2011

Attachment 2

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, Issuing Agency

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, Issuing Agency

COMPANY NAME _____ Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____ E-RATE SPIN NUMBER _____

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

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

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

PURCHASE ORDERS SHOULD BE SENT TO: _____
(COMPANY NAME)

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACT NO. GSS11394-NETWORK_SVCS
Contract Name Network 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 # | State of Delaware Requirement | Proposed Alternative | Exceptions to Specifications, terms or conditions |
|-------------------------------|--------------------------------------|-----------------------------|--|
| | | | |
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Note: use additional pages as necessary.

CONTRACT NO. GSS11394-NETWORK_SVCS
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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. | Brief history of organization (prime contractor) |
| | |

| | |
|----|--|
| 2. | Brief history of subcontractor, if necessary |
| | |

| | |
|----|---|
| 3. | <u>Contract Administration</u> A. Provide the name of the employee who will be the administrative manager of the contract. Also list other jobs he has done of this magnitude for other customers. B. Explain how you will track support calls and make sure all agencies receive support. C. State your procedure for providing the State of Delaware a listing of open calls, the status of the calls and a listing of the closed calls. D. Explain your procedures for escalation of problems when they are called in. E. Explain your procedures for handling meeting schedules with the appropriate State agencies as required. F. Explain your procedures for working/coordination with the Department of Technology and Information to ensure compliance with all contract technical requirements and State policies. |
| | |

| | |
|-----------|---|
| 4. | <p><u>Service and Support Capabilities</u></p> <p>A. Provide a list of all current service employees, their certifications, their number of years of experience, and their job descriptions and/or territories. Please specify those that will be available to support the State of Delaware Contract.</p> <p>B. Define your overall approach to include policies, procedures, systems, and organization for providing effective and timely service and support. This should include, but is not limited to the following:</p> <ol style="list-style-type: none"> 1. Ability to cover all areas within the State. 2. Your response time to: <ol style="list-style-type: none"> a. Price quotes (for hourly rates and the number of hours required to complete the job. b. Phone support. c. Your ability to provide consultation in all subject areas listed in Appendix A. d. Hardware maintenance problem calls. 3. Services offered. 4. Training capabilities i.e. and in-house instructors and their certifications and/or any subcontractor resources the State could use. |
| | |

| | |
|-----------|---|
| 5. | <p><u>Geographical Coverage and Response Time-on Site Capabilities</u></p> <p>The contractor must be staffed appropriately to provide a guaranteed response to any service call. Please provide a detailed description of your response capabilities in order to provide levels of service throughout the State by time-of-day, day-of-week and counties covered in that response.</p> |
| | |

| | |
|-----------|--|
| 6. | <p><u>Capacity to meet the RFP requirements</u></p> <p>This section of the proposal will cover the details of the offering and how the proposal addresses and meets the requirements of the contract.</p> |
| | |

| | |
|-----------|--|
| 7. | <p><u>Experience, Reputation and References</u></p> <p>Proposals shall include at least three (3) references the supplier has with currently, or within the last three (3) years that are of similar scope and value. Include business name, address, telephone number, fax number, e-mail address and a verified current contact person.</p> |
| | <p>*Use Attachment 6</p> |

| | |
|----|---|
| 8. | <u>Pricing/Pricing Structure</u> Prices submitted by vendors in Appendix B for services as part of the Request for Proposal Process will be included in the overall evaluation scoring to determine the overall points for each vendor. |
| | *Use Appendix B |
| 9. | <u>Cloud Services Option</u> This section of the proposal will cover general system architecture for cloud services, security for cloud services, performance review and contract information. |
| | |

CONTRACT NO. GSS11394-NETWORK_SVCS
Contract Name Network Services
PROPOSAL REPLY SECTION

Business Reference Form

List a minimum of three business references. Use a separate form for each reference and 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.

Offeror Name or Subcontractor Name: _____

Reference Information (Current/Prior Services Performed)

| | |
|---|--|
| Name of Reference Company: | |
| Address of Reference Company Street Address City, State, Zip | |
| Reference Contact Person Information: Name Phone # Fax # E-mail Address | |
| Dates of Services: | |
| If terminated, specify reason: | |
| Dollar Value of Services | |
| Description of Services Performed | |

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 Contract Name Network Services
 PROPOSAL REPLY SECTION

ATTACHMENT 7

SUBCONTRACTOR INFORMATION FORM

Vendors must use a separate form for each subcontractor. If no subcontractors will be used, proposing vendor should write NONE in block 4a.

| PART I – STATEMENT BY PROPOSING VENDOR | | |
|---|---|--------------------|
| 1. CONTRACT NO. GSS11394-NETWORK_SVCS | 2. Proposing Vendor Name: | 3. Mailing Address |
| 4. SUBCONTRACTOR | | |
| a. NAME | 4c. Company OMWBE Classification: Certification Number: _____ | |
| b. Mailing Address: | 4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR | | |
| 6a. NAME OF PERSON SIGNING | 7. BY (<i>Signature</i>) | 8. DATE SIGNED |
| 6b. TITLE OF PERSON SIGNING | | |
| PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR | | |
| 9a. NAME OF PERSON SIGNING | 10. BY (<i>Signature</i>) | 11. DATE SIGNED |
| 9b. TITLE OF PERSON SIGNING | | |



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

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

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

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law. This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature _____

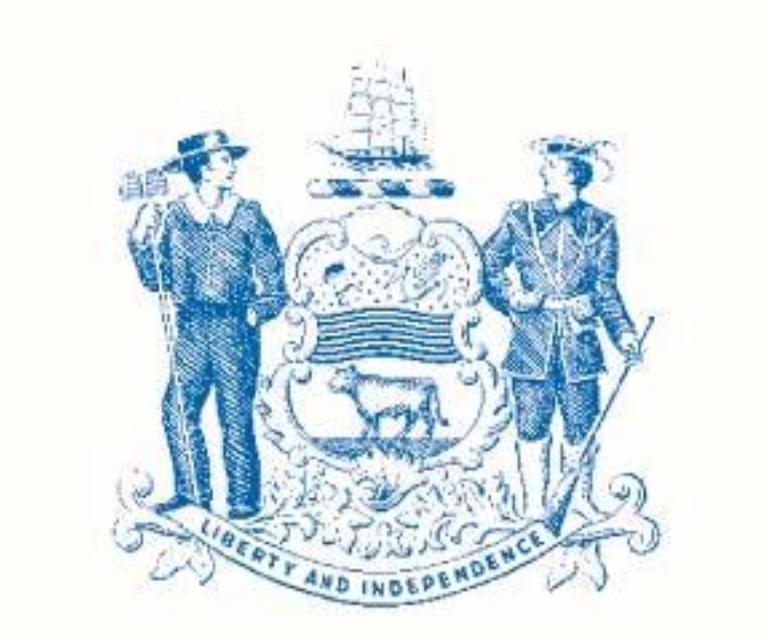
Date: _____

Contractor Name: _____

Please use the most recent OMWBE Certification Application found at:
http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

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 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

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Contract Name Network Services
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ATTACHMENT 12

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**") (*insert State agency name*), in the amount of
_____ (\$_____), 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.
_____ 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

CONTRACT NO. GSS11394-NETWORK_SVCS
Contract Name Network Services
PROPOSAL REPLY SECTION

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)

APPENDIX A - SCOPE OF WORK

1. **NETWORK DESIGN AND PLANNING:**

Contractor shall:

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

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

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

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

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

2. **NETWORK PERFORMANCE ANALYSIS:**

Contractor shall:

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

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

3. **NETWORK APPLICATION SUPPORT:**

Contractor shall:

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

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

APPENDIX A - SCOPE OF WORK

4. **ON-SITE SUPPORT:**

Contractor shall:

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

Provide detailed information on on-site support offering. Rates shall be indicated in the proposal response section of this RFP in **Appendix B, Tab 4.**

5. **REMOTE/TELEPHONE SUPPORT:**

Contractor shall:

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

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

6. **SYSTEM HOSTING:**

Contractor must host all solutions within in the United States and shall:

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

Provide detailed information on off-site offerings in **Appendix B, Tab 3**

- B. **Optional Service:** Provide cloud hosting services for approved State systems that will not be hosted on the State network, or within one of the State's data centers. At a minimum, hosting services shall include Cloud Infrastructure as a Service (IaaS), Cloud Platform as a Service (PaaS) and Cloud Software as a Service (SaaS) in accordance with the DTI policies and standards.

For optional cloud services, **provide a range for user costs in Appendix B, Tab 3 and the following information in Attachment 4.**

1. General System Architecture for cloud services:

- 1.1 Describe the scalability of your cloud offerings. What additional elements (if any) would be required to support upward or downward scalability?
- 1.2 Describe the type of connectivity that is required between the State of Delaware and your cloud offerings.
- 1.3 Describe at a high level the availability and redundancy characteristics of your cloud offerings and how they are achieved.
- 1.4 Describe the survivability capabilities offered for the proposed solution in the event

APPENDIX A - SCOPE OF WORK

of a full network failure between a location and the provider's cloud. What functionality survives and what is lost at each location?

- 1.5 Can people authenticate through a single sign-on? If not, explain the authentication mechanism and the differences in authentication for various cloud capabilities in order to give the State of Delaware an understanding of how users authenticate in various situations.
- 1.6 How will patches and versioning be handled?
- 1.7 Will the Provider inform the State of Delaware in advance of changes to the environment?
- 1.8 Can the State of Delaware test and approve the changes before they become production?
- 1.9 What root-cause toolsets will the Provider offer / allow the State of Delaware?
- 1.10 Describe the process to set up, modify, and delete an environment (for examples, GUI, phone interview, Wizard).
- 1.11 Describe the various environments the Provider will support (for examples, Linux, Windows, Oracle, PHP, SQL Server).

2. Security for cloud services:

- 2.1 Describe the standard security measures that are provided for your cloud offerings.
- 2.2 Describe how the proposed solution protects against viruses, hacking, and fraud.
- 2.3 Describe the available measures to manage attacks in progress that are included as standard in the proposed solution at no additional cost to the State of Delaware.
- 2.4 Delineate the responsibilities for security measures between the State of Delaware and your cloud offerings against risks such as:
 - Unauthorized or fraudulent use
 - Unauthorized invasion of privacy during communications sessions
 - Hacker attack
 - Virus and worm attack.
 - Denial-of-service (DOS) attacks.
- 2.5 State the level of encryption provided by the proposed solution. Identify how encryption takes place and where it is enabled in the process (for example, end-to-end encryption).
- 2.6 Describe how the State of Delaware's data traffic will be secured by the proposed solution with encryption, and the data integrity measures taken when passing between sites.
- 2.7 Describe how the State of Delaware's applications systems (i.e., applications, data storage, processes) will be protected from other (external) entities to ensure that no accidental or intentional access occurs.
- 2.8 Does the Respondent offer published security guidelines? Provide a brief description (or the URL address) of your security measures.
- 2.9 Please state the Respondent's certified compliance to Federal, State of Delaware and international regulatory standards, and guidelines, for examples:
 - Electronic Communications Privacy Act (ECPA); Stored Communications Act (SCA)
 - USA Patriot Act (including National Security Letters; FISA warrants)
 - Warrants and Subpoenas Generally
 - Data security issues and data breach notification
 - Family Educational Rights and Privacy Act (FERPA)
 - Gramm-Leach-Bliley Act (GLBA)
 - Health Insurance Portability and Accountability Act (HIPAA)
 - Health Information Technology for Economic and Clinical Health (HITECH) Act

APPENDIX A - SCOPE OF WORK

- Sarbanes Oxley
 - State Laws and Regulations
 - Section 5 of the FTC Act
 - FISMA, ISO 27001, SAS Type II)
- 2.10 Describe Respondent's data security breach procedures and responsibilities.
- 2.11 Describe the process that the Respondent follows to destroy and confirm the destruction of the State of Delaware's data.
- 2.12 Will the Provider read, use, sell, or otherwise access the State of Delaware's data (if so, how and why)?
- 2.13 Will the State of Delaware have access to system logs, if so, how?

3. Performance reviews:

- 3.1 Describe how regular service performance reviews will be provided.
- 3.2 Does the Respondent agree to review the following items with the State of Delaware on a monthly basis?
- Overall performance against SLAs
 - Major incidents affecting hosted applications availability
 - New projects
 - Major change notices
- 3.3 State how the Respondent will comply with the State of Delaware's requirement of a semi-annual customer satisfaction review meeting to discussion and review:
- The results of the State of Delaware's customer satisfaction surveys related to the cloud services provided.
 - Recent and planned managed service enhancements, new products, etc. in order to identify opportunities for business benefit to the State of Delaware.
- 3.4 State how the Respondent will comply with the State of Delaware's requirement of an annual review meeting to discuss:
- Budget, targets and continuous improvement initiatives
 - Balanced scorecard reconciliation
 - Audits of compliance to Federal, State of Delaware and international regulatory standards, and guidelines, (for example, FISMA, ISO 27001, SAS Type II)
 - Changes to applications, processes, and / or data that the State of Delaware may be implementing within 12 to 36 months
 - SLA metrics
 - Price benchmarking

4. Contract:

- 4.1 Describe the costs and process for the State of Delaware to extricate / migrate from the cloud service.
- 4.2 It must be clearly stated as to who owns and has control over the data that the State of Delaware houses in the Respondents' cloud. That is, who has the right to copy, read, update, delete, download and upload the data at will without permission or restriction?
- 4.3 How will the Provider bill the State of Delaware for its usage? (The State of Delaware must use a charge-back process for federally funded expenditures). This may include hardware inventory specifications (manufacturer, type, model, serial number, physical location), software license information, information system/component owner, and for a networked component/device, the machine name and network address.

APPENDIX A - SCOPE OF WORK**Definitions –**

Cloud Software as a Service (SaaS)¹. The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure and accessible from various client devices through a thin client interface such as a Web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure, network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Cloud Platform as a Service (PaaS)². The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created applications using programming languages and tools supported by the provider (e.g., java, python, .Net). The consumer does not manage or control the underlying cloud infrastructure, network, servers, operating systems, or storage, but the consumer has control over the deployed applications and possibly application hosting environment configurations.

Cloud Infrastructure as a Service (IaaS)³. The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications, and possibly select networking components (e.g., firewalls, load balancers).

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

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

¹ Effectively and Securely Using the Cloud Computing Paradigm NIST <http://csrc.nist.gov/groups/SNS/cloud-computing/>

² ibid

³ ibid

APPENDIX A - SCOPE OF WORK

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

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

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

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

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

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

Vendor Requirements for Participation:

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

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

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

Red Light Rule:

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

APPENDIX A - SCOPE OF WORK**7. UNIVERSAL SERVICE FUND (USF), E-RATE, AND RURAL HEALTH CARE PROGRAM (CONT'D):**

Service Provider Responsibilities:

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

E-Rate Funding:

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

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

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

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APPENDIX B – PRICING FORMS

Vendors must use pricing sheets in Appendix B Excel file found with the posting of this RFP located at bids.delaware.gov.