



State of Delaware

Audio, Video and Surveillance Equipment and Services Request for Proposal Contract No. GSS11584-Audio_Video

June 30, 2011

***- Deadline to Respond -
August 2, 2011
1:00 p.m. local time***

STATE OF DELAWARE

Date: June 30, 2011

CONTRACT NO. GSS11584-Audio_Video

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Audio, Video and Surveillance Equipment and Services. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS11584-Audio_Video

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
 - a. Attachment 1 - No Proposal Reply Form
 - b. Attachment 2 - Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Offeror Information Form
 - i. Attachment 9 – Configurations for Pricing Estimates (for evaluation only)
 - j. Attachment 10 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
 - k. Attachment 11 – Monthly Usage Report
 - l. Attachment 12 – Subcontracting (2nd tier spend) Report
 - m. Attachment 13 – Office of Minority and Women Business Enterprise Certification Application
 - n. Appendix A – Scope of Work details
 - o. Appendix B – Pricing Form(s) and Instructions (if applicable)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by 1:00 PM local time on August 2, 2011 to be considered.

Proposals must be mailed to:

DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904
ATTN: Carmen Herrera

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

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I. INTRODUCTION:

A. PURPOSE:

The purpose of this Request for Proposal is to obtain sealed proposals for audio and or video equipment in a standalone environment; audio conferencing, video conferencing, web conferencing services; and equipment and video surveillance technology and services.

It is the goal of this Request for Proposal to identify a vendor(s) and execute contracts to offer one or all of the following: audio and or video equipment in a standalone environment; audio conferencing, video conferencing, web conferencing services and equipment; and video surveillance technology and services if required by State agencies.

1. COMPETITIVE SEALED PROPOSAL:

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

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

2. CONTRACT REQUIREMENTS:

This contract will be issued to cover the Audio, Video and Surveillance Equipment and Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. MANDATORY USE CONTRACT:

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926.

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5. **CONTRACT PERIOD:**

Each Vendor's contract shall be valid for a two (2) year period from October 1, 2011 through September 30, 2013. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services.

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

B. **KEY RFP DATES/MILESTONES:**

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

Activity	Due Date
RFP Availability to Vendors	June 30, 2011
Written Questions Due No Later Than (NLT)	July 11, 2011 1:00PM
Written Answers Due/Posted to Website NLT	July 15, 2011 4:30PM
Proposals Due/Public Opening NLT	August 2, 2011 1:00PM
Contract Award	Will occur within 90 days of bid opening

C. **INQUIRIES & QUESTIONS:**

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **July 11, 2011 1:00PM**. All questions will be answered in writing by **July 15, 2011 4:30PM** and posted on www.bids.delaware.gov website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. **RFP DESIGNATED CONTACT**

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

**Carmen Herrera
Department of Technology and Information
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904
carmen.herrera@state.de.us**

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

E. Contact with State Employee

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

II. SCOPE OF WORK:

A. OVERVIEW:

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

B. BACKGROUND:

Government Support Services and the Department of Technology and Information are interested in:

- supplying multiple vendor contracts for audio/video equipment to State Agencies, eligible entities, and schools. We are seeing more requirements for integrated audio and video installations. Agencies want fully integrated multimedia conference rooms with simple graphical user interfaces, sometimes using touch panel displays. The types of audio/video equipment mentioned in this RFP are primarily camcorders, digital cameras, DVD players and recorders, plasma and LCD displays, electronic whiteboards, VCR players and recorders. We also have the need for standalone audio and video equipment that the agency can purchase directly from one vendor if they choose. The State realizes that there are many different levels of equipment from consumer grade up to industrial and professional grade equipment. The Department of Technology and Information will act as the State's technical advisors for the agencies and schools.
- using Audio conferencing, Videoconferencing and Web conferencing as methods of improving state agency operational efficiencies. The Videoconferencing, Audio conferencing, and Web conferencing infrastructure will save the State of Delaware considerably in both time and money. The State realizes that Audio conferencing, Videoconferencing and Web conferencing services and equipment can be configured in many different ways: from a laptop codec to a fully integrated multimedia training facility, from ISDN to IP, and from 128k to multimegabit speeds, from stereo sound to high definition video, from reservation less, to scheduled and attended with participation lists and transcription services for audio conferencing services. It is the desire of the State to supply agencies and eligible entities with high quality Audio, Video, and Web conferencing based on international standards that will allow not only conferencing within the state but anywhere in the world. Agencies will be able to choose the level of product and services that they need from the contractor that best meets their requirements.
- supplying multiple vendor contracts for Video Surveillance equipment and Services. These services would be provided by the vendor using video and recording equipment. The surveillance equipment could be purchased by the agency in a turnkey package or it could be a managed service by a vendor. This may include, but is not limited to, cameras, wiring and camera cabling, webcasting services, webcasting software, transport hardware/software, recording, playback, long term storage, remote monitoring, security, network interface, and notification and control.

C. DETAILED REQUIREMENTS:

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

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III. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

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

B. PROPOSAL RESPONSE:

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

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

If items are listed with a zero quantity, Vendor shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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

The order of documents included in the Vendor's proposal

Section 1 Signed Cover (Transmittal) Letter Attachment 2 - Signed original Non-Collusion Statement
Section 2 Table of Contents
Section 3 Proof of Insurance Attachment 3 – Exception Information
Section 4 Attachment 4 - Complete response to Appendix A Technical Requirements, Brief Company History, Brief Subcontractor History if applicable Attachment 8 - Proposal Reply Offeror Information Form Attachment 9 - Proposal Reply Form: Configurations for Pricing Estimates
Section 5 Complete response to Appendix B - Product Category Form, Manufacturer Pricing Form, Conferencing Charges Form, Contract Disclosure Form
Section 6 Attachment 6 – Business References Attachment 7 – Subcontractor Information Form Attachment 10 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
Section 7 Complete set of financial records listed on page 16
Section 8 – Other Any information not listed above, including. Attachment 5 – Confidentiality and Proprietary Information with or without separate envelope

C. NON-CONFORMING PROPOSALS

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

D. CONCISE PROPOSALS

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

E. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

F. TABLE OF CONTENTS:

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

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

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

H. DISCOUNT:

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

I. SAMPLES OR BROCHURES:

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

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K. BID BOND REQUIREMENT:

Bid Bond Waived.

L. PERFORMANCE BOND REQUIREMENT:

Performance Bond Waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 2 paper copies and 10 electronic copies in PDF or Word format on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

Evaluators generally use electronic copies. Electronic copies should match paper copies. The State is not responsible for determining if electronic copies are complete or following up with vendor to collect any missing information. The Vendor shall bear all risk of incomplete electronic proposals.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM Local Time on August 2, 2011**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904
ATTN: Carmen Herrera

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after **1:00PM on August 2, 2011** shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

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

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **December 31, 2011**. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS:

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

P. PROPOSAL MODIFICATIONS

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

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

Q. LATE PROPOSALS

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

R. ADDENDA TO THE RFP:

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

S. INCURRED EXPENSES:

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

T. ECONOMY OF PREPARATION:

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

U. 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.

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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.

V. EXCEPTIONS:

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

W. BUSINESS REFERENCES:

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION:

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

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

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

Y. SUBCONTRACTS:

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

Z. CONFIDENTIALITY:

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

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

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

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

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

AA.

ATTACHMENTS:

- Attachment 1 - No Proposal Reply Form
- Attachment 2 - Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Offeror Information Form
- Attachment 9 – Configurations for Pricing Estimates (for evaluation only)
- Attachment 10 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Attachment 11 – Monthly Usage Report
- Attachment 12 – Subcontracting (2nd tier spend) Report
- Attachment 13 – Office of Minority and Women Business Enterprise Certification Application
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

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

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

3. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS:

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

DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904
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All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS:

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

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

6. DISQUALIFICATION OF VENDORS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY:

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

8. OR EQUAL (PRODUCTS BY NAME):

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

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:

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

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
 - b. The offeror's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the offeror is qualified legally to contract with the State;
 - e. Whether the offeror supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE:

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

The Committee reserves the right to:

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

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D. REQUIREMENTS OF THE VENDOR:

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

- Professional liability insurance: Provide evidence of professional liability insurance in the amount of \$1,000,000.00.
- Attachments 2, 3, 4, 8, 9 and all Appendix B forms completed.
- Financial Records:

All vendors, including those classified as public or private entities, are required to provide, as part of the submitted proposal response, appropriate copies of all financial requirements listed below, banking references, and auditing firm information.

Additionally vendors, assuming financial responsibility for its subcontractors, must attach an authorizing letter stating the Vendor accepts all financial responsibility and liability for the Subcontractors listed. Subcontractors referenced in the Contractors letter are not required to submit financial records.

- 1) **Financials** – Income Statement and Balance Sheets for last three (3) fiscal years. These financial reports must be audited or reviewed by an independent auditor. Copies of the Contractor’s published Annual Reports for last three fiscal years shall be acceptable. Contractor’s Form 10K is not an acceptable substitute for the requested financial reports.
- 2) **Federal Bankruptcy Proceedings** – submit a description of any bankruptcy proceedings, including filing date, chapter type, and disposition, as filed by the Contractor or their subsidiaries, suppliers / subcontractors, or manufacturers from whom products and/or services will be provided to Members.
- 3) **Mergers, Buyout or Acquisitions** – identify, to the best of your knowledge, whether the company or Contractor’s subcontractors are currently under consideration for mergers, buyouts or acquisitions that would directly impact any agreement with the State and describe contractor’s procedure to address a state contract under these circumstances.

E. CRITERIA AND SCORING:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Service and Support		35
2.	Pricing (includes manufacturer discounts & conferencing charges)		25
3.	Technology		15
4.	Experience		25
5.	Locations		10
6.	Financial Capacity		10
7.	Warranty Proposed		15
	TOTAL SCORE	100%	135

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate

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to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. BEST AND FINAL OFFERS

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

G. REFERENCES

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

H. ORAL PRESENTATIONS

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

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

V. MANDATORY PREBID MEETING:

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

VI. DEFINITIONS AND GENERAL PROVISIONS

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

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

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

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

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

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

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VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. **INTERPRETATION OF ESTIMATES/QUANTITIES:**

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

2. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

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

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

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5. **PUBLIC INSPECTION OF PROPOSALS:**

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

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

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

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

6. **LAWS TO BE OBSERVED:**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

7. **PERMITS AND LICENSES:**

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

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8. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

9. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

10. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. **INVOICING:**

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

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12. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

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

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

13. **PRICES:**

Prices and/or rates shall remain firm for the initial two year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. **MOST FAVORED CUSTOMER:**

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

15. **PRICE ADJUSTMENT:**

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

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If agreement is reached to extend this contract beyond the initial two year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

16. **SHIPPING TERMS:**

FOB Destination, freight prepaid.

17. **FUNDING OUT or NON-APPROPRIATION:**

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

18. **MANDATORY INSURANCE REQUIREMENTS:**

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

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

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

And

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

b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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

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

State of Delaware
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904
ATTN: Procurement Officer

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

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

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

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

20. **INDEMNIFICATION:**

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

b. **Proprietary Rights Indemnification**

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

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

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

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21. **NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

22. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

23. **VENDOR NON-ENTITLEMENT:**

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

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

24. **OPPORTUNITY BUYS:**

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

25. **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 11) 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

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purchasing of all items on this contract. The reports (Attachment 11) shall be submitted electronically in EXCEL and sent as an attachment to carmen.herrera@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 12.

2nd tier reports (Attachment 12) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasons.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

26. **ORDERING PROCEDURE:**

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

27. **BILLING:**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

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

28. **METHOD OF PAYMENT:**

a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the

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Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

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

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

29. PRODUCT SUBSTITUTION:

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

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

30. SCHEDULE FOR PERFORMANCE OF WORK:

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

31. VENDOR RESPONSIBILITY:

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

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:

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

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:

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

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

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

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

34. PERSONNEL/EQUIPMENT/SERVICES:

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

35. MINIMUM WAGE RATES:

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.

Contractor and agencies should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification

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can be found at:

<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1>.

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

36. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:

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

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

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

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

37. TERMINATION OF CONTRACT:

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

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Government Support Services.

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

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

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

38. CHANGES:

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

39. INTEREST OF VENDOR:

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

40. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:

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

STATE OF DELAWARE

acknowledgment and credit for the State's support shall be given in the publication.

41. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

42. ASSIGNMENT OF ANTITRUST CLAIMS:

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

43. TESTING AND INSPECTION:

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

44. COVENANT AGAINST CONTINGENT FEES:

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

45. GRATUITIES:

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

STATE OF DELAWARE

46. **AFFIRMATION:**

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

47. **AUDIT ACCESS TO RECORDS:**

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

48. **REMEDIES:**

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

49. **AMENDMENTS:**

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

50. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

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

51. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

52. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

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

53. ASSIGNMENT:

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

54. NOTICE

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

Carmen Herrera
Department of Technology and Information
801 Silver Lake Boulevard
Dover, Delaware 19904

55. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

56. 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, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

57. 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 does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm 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.

58. INFORMATION SECURITY

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, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

59. 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 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 that have not been previously paid to Vendor.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS:

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

2. MATERIAL GUARANTY:

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

3. AWARD OF CONTRACT:

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

4. EXECUTION OF CONTRACT:

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

5. WARRANTY:

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

6. THE CONTRACT(S):

The contract(s) with the successful Vendor(s) will be executed with Government Support Service acting for all participating governmental entities.

7. INFORMATION REQUIREMENT:

The successful Vendor's shall be required to advise and provide the Government Support Service office of the gross costs associated with this contract.

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VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS11584-Audio_Video)

Audio, Video and Surveillance Equipment and Services)

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Department of Technology and Information by 1:00PM on August 2, 2011 at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

Department of Technology and Information
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904
Attn: Carmen Herrera

PUBLIC PROPOSAL OPENINGS

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

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

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

NO PROPOSAL REPLY FORM

CONTRACT # GSS11584-Audio_Video CONTRACT TITLE: Audio, Video and Surveillance Equipment and 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.**

OPENING DATE: July 8, 2011

Attachment 2

CONTRACT NO.: GSS11584-Audio_Video

TITLE: Audio, Video and Surveillance Equipment and Services

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, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

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

COMPANY NAME _____

Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE _____

(Please type or print)

SIGNATURE _____

TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE

FEDERAL E.I. NUMBER _____

LICENSE NUMBER _____

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 _____

STATE OF DELAWARE

Attachment 3

CONTRACT NO. **GSS11584-Audio_Video**
 Contract Name **Audio, Video and Surveillance Equipment and 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.

Exception #	RFP Document Page #	State of Delaware Requirement	Alternative Proposed	Comments
1				

Note: use additional pages as necessary.

CONTRACT NO. **GSS11584-Audio_Video**
Contract Name: **Audio, Video and Surveillance Equipment and Services**
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

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

1.	Brief Company History

2.	Brief Subcontractor History if applicable

3.	Complete response to Appendix A Technical Requirements

CONTRACT NO. GSS11584-Audio_Video
Contract Name Audio, Video and Surveillance Equipment and Services
PROPOSAL REPLY SECTION

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

Confidentiality and Proprietary Information

Note: Add additional pages as needed.

CONTRACT NO. **GSS11584-Audio_Video**
Contract Name **Audio, Video and Surveillance Equipment and Services**
PROPOSAL REPLY SECTION

Business References

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

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

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

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

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

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

CONTRACT NO. **GSS11584-Audio_Video**
 Contract Name **Audio, Video and Surveillance Equipment and Services**
 PROPOSAL REPLY SECTION

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS11584-Audio_Video	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		

* Use a separate form for each subcontractor

CONTRACT NO. **GSS11584-Audio_Video**
 Contract Name **Audio, Video and Surveillance Equipment and Services**
 PROPOSAL REPLY SECTION

Offeror Information Form

Offeror Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Phone Number:	
Email:	

Instructions: Please answer all areas in yellow.

Vendor Category	Are you applying for vendor category? YES or NO	List the years experience in vendor category.
VC1 – Audio Video Equipment		
VC2 – Conferencing (audio, video, web)		
VC3 – Video Surveillance		
Certifications: Are you a...	YES or NO	How many years?
Polycom Certified Platinum Reseller		
Polycom "Certified Business Partner" (CSP)		
Tanberg Certified Platinum Partner		
Cisco Reseller		

Support Level:	Technical	Administrative	Sales
Indicate the number of local support staff in each of the following categories:			

CONTRACT NO. **GSS11584-Audio_Video**
Contract Name **Audio, Video and Surveillance Equipment and Services**
PROPOSAL REPLY SECTION

Configurations for Pricing Estimates (for evaluation only):

Configurations for Pricing Estimates: This Request for Proposal will request different levels of services and equipment configurations solely for evaluation purposes.

System 1: Contractor should propose a fully functional distance learning classroom based on the specifications listed below. The contractor is not responsible to perform any room modifications regarding electrical, lighting, wall covering or window treatment, construction or HVAC. However, the contractor is required to advise the State on recommended room conditions for ideal videoconferencing. The room should be configured as a fully functional baseline distance learning classroom. Optional enhancements should be listed separately.

Specifications of the room:

Dimensions: 20' x 40'

Type of Walls: Drywall w/window (back wall)

Type of Ceiling: 10' Drop (2 x 2)

Type of Lighting: Fluorescent

1. H.320 and H.323 compliant
2. Up to 30 fps, 56 kbps – 1.544 mbps
3. Full Multimedia capabilities with touch screen user interface.
4. Codec must support PRI and/or Ethernet connections
5. Must support at least 2 cameras and monitors or projectors
6. Must support enhanced audio and video capabilities
7. Codec must be scalable and upgradeable
8. Contractor must provide complete 1 year and extended maintenance programs to support the system and all components.
9. Contractor must provide training.
10. Contractor must supply all accessories, carts, wall brackets, furniture and cables necessary to make the system fully functional.

System 2:

Tandberg Profile 65" Videoconferencing System, or approved equivalent, DVD/VCR, and all accessories and cables to make the system fully functional over IP up to 10 Mbps in multisite operation.

System 3:

Polycom HDX7002, or approved equivalent, with single LCD or Plasma display, cart, and all accessories and

STATE OF DELAWARE

cables to make it fully functional on IP at 1Mbps.

System 4:

Video Surveillance system: The State of Delaware has several stand alone offices around the state. In the past, security of these facilities was provided by on site security guards. The state can no longer provide this type of service. The buildings require video surveillance to oversee parking lot and front and rear entrances. The building is 100' by 100' and the parking lot is 100' by 50'.

1. Provide live and archived video resolution of at least 708x480 at a minimum 2 fps for archive and 30 fps for the live feed.
2. Provide two locations within the building for direct live viewing with the ability to view the archived video.
3. System needs to have the ability to remote monitor and remote view the archive in a secure environment.
4. Provide enough storage space to archive video for 6 months.

Below is reply format for systems 1 through 4. Supply answer in this format for each systems you would provide.

OFFEROR'S NAME: MANUFACTURER'S MAKE/MODEL:

THIS PROPOSAL SYSTEM #
APPLIES TO:

ITEM	QTY	STATE PRICE per UNIT	STATE PRICE to INSTALL	ENHANCED WARRANTY	TOTAL CONTRACT PRICE
-------------	------------	---------------------------------	-----------------------------------	------------------------------	-------------------------------------

SYSTEM EQUIPMENT: (List all options) (include post-warranty pricing for helpdesk, next day parts, and onsite maintenance.)

A

B

C

D

MISCELLANEOUS EQUIPMENT: (Use this section for Audio and Web services)

SYSTEM DESCRIPTION AND DOCUMENTATION:

Attach a description of all equipment proposed. Include a complete description of all system and component features, equipment functions, equipment interactions, space requirements and environmental considerations.

MISCELLANEOUS INFORMATION

Installation Interval

- System _____ work days from receipt of P.O.
- After Hours/Weekend Installation Labor Cost \$ _____ per hour

Maintenance Response Time - Onsite Emergency _____ - Onsite Non-Emergency _____
Helpdesk _____

Maintenance Contracts \$ _____ per year. Multi-year contract \$ _____

Time & Materials Maintenance Hourly Rate \$ _____
Portage Charged NO _____ YES _____ Amount \$ _____ Per Visit _____

- Remote Labor \$ _____ per hour
- Premise Visit

Initial \$ _____ per hour
Hourly - Materials Charge after Cutover/After-Market - Percentage Increase? _____
\$ _____ per hour

Warranty Period (Parts & Labor)
- System _____

Training and Conditions:

State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

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: _____

State of Delaware											
Monthly Usage Report											
Supplier Name:			GSS11584-Audio_Video		Report Start Date:						
Contact Name:					Report End Date:						
Contact Phone:					Today's Date:						
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
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											\$0.00
											\$0.00
											\$0.00

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

State of Delaware																				
Subcontracting (2nd tier) Quarterly Report																				
Prime Name:						Report Start Date:														
Contract Name/Number						Report End Date:														
Contact Name:						Today's Date:														
Contact Phone:						*Minimum Required			Requested detail											
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid			

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

Insert most recent OMWBE Certification Application found here:

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and send via email, fax or 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

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>

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APPENDIX A
SCOPE OF WORK DETAILS

1. General:

- 1.1. Offerors may apply for one or more vendor category. Offerors must be able to supply equipment and services in selected category.
- 1.2. All orders and payment will be submitted to the primary contractor. Only the primary contractor is permitted to submit invoices to the State.
- 1.3. Pricing shall be set at current list price minus discount (list price -%) by manufacturer for each applicable product category. If not listed as an additional category by State or Offeror, same discount shall be applied to all product (hardware and software) maintenance and support. Offerors have option to include Accessories by Manufacturer with single discount by adding "Accessories" as an additional product code.
- 1.4. The Contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor(s), its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The Contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards and policies promulgated by the Department of Technology and Information (DTI) (which are provided upon request), and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, the Contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. The Contractor(s) shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by the Contractor's failure to ensure compliance with DTI standards.
- 1.5. As new technologies emerge it will be the responsibility of the contractors to advise the State of their availability. If we feel these technologies will benefit the State we will allow the contractor to add them to the existing contract offering.
- 1.6. Statements made in response or in any appendix to this RFP about equipment or services are considered to be part of the contract. All conditions and questions stated in this RFP must be answered as precisely as possible, and in the sequence as stated. Failure to address any of the requirements or vague responses could result in disqualification of the proposal.
- 1.7. Work (equipment ordered, procurement of dates, pre-installation meetings, etc.) must be initiated within 20 days of receipt of purchase order, unless waived by the State. Failure to meet this requirement may result in the State of Delaware seeking judgment on the successful offeror and cancellation of the contract.
- 1.8. Maintenance: A primary consideration in the system selection will be the vendor's ability to provide maintenance, service and support. This section establishes the requirements of the Maintenance Agreement.
 - 1.8.1. Vendor should supply, if requested, annual maintenance cost for the installed audio and video systems for the post-warranty year of installation. These costs should be listed for Helpdesk, next day parts shipment, or onsite maintenance services. Contractor should be very specific as to what is covered and what time and material costs are. Maintenance costs should be itemized in a separate section.
 - 1.8.2. If portage is chargeable within the State of Delaware, this portion of your response should be highlighted and explained in full.
 - 1.8.3. Vendor must guarantee response time of within four (4) hours for emergency service as required by the owner agency. That service may be delivered via remote diagnostics with on-site response if the problems cannot be corrected remotely. Regular service must be guaranteed by the close of business the following business day if identified by 2:00PM EST. It is mandatory to have a toll-free dial-up telephone support service with remote diagnostic troubleshooting capabilities. The vendor shall provide help desk services and remote diagnostics to the State of Delaware on purchases

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made from this contract. The vendor shall provide videoconferencing or video surveillance technicians with assistance from trainers and manufacturer certified videoconferencing or video surveillance system experts via a local or toll free number. Problem determination, tracking, reporting and follow-up with callers must be provided. The vendor must provide help desk and remote diagnostics for existing systems. Maintenance escalation procedures must be defined if response times are not met. Contractor must list maintenance response times for onsite 4 hour emergency or next day and Helpdesk 1 hour.

- 1.8.4. The contractor's help desk services and remote diagnostics must be available, at a minimum, Monday through Friday, 8:00 a.m. to 6:00 p.m. EST on all business days. These services must be available from the contractor directly, not a third party. The contractor shall provide an answering service, pager, or voice mail system to receive incoming calls during hours that helpdesk is not attended. Contractor must supply customer satisfaction surveys, on a quarterly basis to DTI.
- 1.9. Offeror must have ability to provide Turnkey System for all vendor categories, including:
 - 1.9.1. PROVIDE – supply as deliverable all essential components of a completely functional system as defined in the project scope document.
 - 1.9.2. PROJECT SCOPE document can be provided by the agency or can be a contracted service provided by the contractor. If required design drawings shall be included and approved by the agency.
 - 1.9.3. ESSENTIAL COMPONENTS may include hardware, building wiring and software provided by the contractor.
 - 1.9.4. INSTALL – delivery, setup, configuration and testing of all hardware and software components to guarantee compatibility and proper system operation.
 - 1.9.5. INTEGRATION – guarantee proper network operation and interoperability with existing State network standards as specified by DTI.
 - 1.9.6. GUARANTEE ON GOING SUPPORT – demonstrated ability to insure proper operation of hardware and software. Ability to provide appropriate levels of support for all components provided as part of the turnkey solution for the term of the contract including helpdesk and onsite maintenance.
- 1.10. Technical Specifications:
 - 1.10.1. The proposed systems are to meet the following requirements. The requirements apply to all electronic applications. The proposal response shall be to furnish, deliver, install and maintain audio, video, videoconferencing or video surveillance systems. The video system must be compatible with ISDN for H.320 service and must accommodate all signaling and features associated with the CENTREX service rendered by the local serving central office. For H.323 and SIP service the contractor(s) agree that they will cooperate and work with the State's hardware, software, and network vendors when providing network services to the state. Contractor(s) also agrees to observe State Policies and Standards as defined by DTI.
 - 1.10.2. All backboards, connector blocks, patch cords, connector cables and any additional equipment are to be provided by the vendor. All equipment and accessory materials are to be new with no refurbished, reconditioned, used or previously installed materials permitted unless expressly agreed to by DTI or the owner agency.
 - 1.10.3. All cable used in this installation must conform to National Electric Code Articles 800 and 725 for use in telephone systems and interconnecting cable runs as modified by the latest version of local electrical codes. Proper fire-stop restorations must be made to all structural penetrations as specified in the NEC, UL and local fire codes.
- 1.11. Commercial Warrantee and Guarantee Certificate
 - 1.11.1. The successful offeror agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the offeror has given or offered to any customer for such supplies or services and such rights are incorporated into this Contract and provided to the State of Delaware.
 - 1.11.2. At a minimum, the successful offeror shall warrant that its products are commercially acceptable and compatible and free from defects in design, workmanship, mechanical and electrical breakdown,

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system programming, software and materials at no expense to the ordering agency for a period of one (1) year from system acceptance. A final payment for performance shall not relieve the successful offeror of responsibility for faulty materials or workmanship.

- 1.11.3. The contractor's enhanced warranty must include full parts replacement, 24/7 helpdesk coverage, including all onsite labor and shipping costs. Defective material shall be returned to the contractor for repair or replacement and returned to the site at no cost to the state.
- 1.11.4. Extended warranties must be fully explained in writing.
- 1.12. Installation: Installation shall be conducted to ensure a minimum of interruption to the ordering agency, and shall include if necessary, but may not be limited to, the following tasks:
 - 1.12.1. Coordination shall be maintained through DTI to insure the shortest period of telecommunications service disruption possible.
 - 1.12.2. The contractor shall provide a schedule of installation to the ordering agency a minimum of one week prior to the start of work. The ordering agency reserves the right to specify changes in the installation schedule which are deemed necessary to meet the agency's day-to-day obligations. At a minimum, the schedule will specify the start of installation and the date/time for completion.
 - 1.12.3. The contractor shall install all new equipment as requested by the ordering agency. The contractor shall deliver equipment to any location in the State of Delaware within 30-60 days after receipt of order, unless the agency agrees in writing that delivery may be made beyond 60 days. The contractor shall utilize certified technicians for installation of entire systems. Equipment manuals and, or equipment manual CD's shall be turned over to the agency at the completion of the installation. Components such as cameras, monitors, or unique components not listed on the main systems equipment list, may be drop shipped and installed by other qualified technicians at the state's discretion.
 - 1.12.4. Unpack equipment from original shipping containers.
 - 1.12.5. Inspect equipment for visible damage.
 - 1.12.6. Check and verify existing documentation of equipment
 - 1.12.7. Connect system equipment to network interface equipment
 - 1.12.8. Install all other auxiliary components
 - 1.12.9. Perform power-up, initial system configuration, system diagnostics and confirm system equipment is functioning properly
 - 1.12.10. Dress (tie-wrap) all cables and arrange equipment to appropriate or designated areas
 - 1.12.11. Provide technical point of contact an overview (orientation) of the system and its operation
 - 1.12.12. Clean room and all installed equipment to restore room to its original condition
 - 1.12.13. Coordinate end user / system administrator training schedule
 - 1.12.14. Supply the agency with all serial and model numbers as well as IP addresses and ISDN SPID's
 - 1.12.15. After installation, vendor will initiate all applicable warranties and maintenance agreements, as well as paperwork relative to invoicing.

2. Audio Video Equipment Vendor Category Requirements:

- 2.1. Provide a complete listing of all Audio and Video Equipment by product category. Below is a partial list of product categories:
 - 2.1.1. Projectors
 - 2.1.2. Monitors
 - 2.1.3. Projection screens
 - 2.1.4. Transport Hardware/Software
 - 2.1.5. Ceiling speakers
 - 2.1.6. Wall mounted speakers
 - 2.1.7. Free standing speakers
 - 2.1.8. Microphone systems, wired & wireless
 - 2.1.9. Mounting hardware
 - 2.1.10. Movable cart systems

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- 2.1.11. DVD recorders/playback systems
- 2.1.12. Electronic whiteboards
- 2.1.13. Receivers
- 2.1.14. Audio amplifiers
- 2.1.15. Audio mixers
- 2.2. Audio and video equipment needs to be available for purchase on a standalone basis.
- 2.3. Training must be included as an inherent part of your proposal. A description of the training procedures that may be associated with the equipment training should be attached to your proposal as an addendum. Training shall include a user's guide or written material for each audio and video piece of equipment provided.
- 2.4. At the conclusion of the installation phase of a system, the Contractor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by DTI or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.

3. Conferencing Vendor Category Requirements:

- 3.1. Provide a complete listing of all offered and supported Audio, Video, Web Conferencing Services and Equipment.
- 3.2. Offerors must be able to supply a single-source Audio, Video, Web Conferencing solution to the State. This shall include, but not be limited to, demonstrations, design configuration assistance, implementation assistance, installation, maintenance and training for all systems, equipment, and services offered.
- 3.3. Contractors that are Polycom Certified Platinum resellers, Polycom "Certified Service Partners" (CSP), Tandberg Certified Platinum Partners, Cisco resellers, will be given additional consideration towards award.
- 3.4. The international Telecommunications Union (ITU) has developed a suite of standards for multimedia telecommunications called H. 32X. The State of Delaware network must meet these basic mandatory standards for both the equipment and operation. For these services the State will be utilizing ISDN, IP, SIP and POTS networks where applicable.
- 3.5. Videoconferencing systems must be capable of conferencing with videoconferencing clients using Microsoft Communicator. When an Office Communicator client is configured for video it must be capable of conferencing with other Communicator Clients as well as standalone videoconferencing systems.
- 3.6. The following is a partial list of features and capabilities that vendors will be expected to deliver. Not all features and capabilities need to be available on all systems.
 - 3.6.1. Ability to deliver single and dual monitor H.320 and H.323 compatible systems.
 - 3.6.2. Ability to deliver XGA high resolution (1024 x 768) plasma, LCD, LED, monitors or better.
 - 3.6.3. Ability to deliver High Definition color cameras.
 - 3.6.4. Ability to deliver High Definition video and stereo capabilities.
 - 3.6.5. Video operations compliant with H.239, H.263 and H.264 standards.
 - 3.6.6. Picture frame rate not less than 30 fps at 384kbs. And 15 fps at 128kbs.
 - 3.6.7. Document camera should be available but optional.
 - 3.6.8. DVD/VCR recording and playback capability should be available but optional.
 - 3.6.9. Electronic whiteboard should be available but optional.
 - 3.6.10. Systems should allow for far-end camera control.
 - 3.6.11. Systems should be capable of H.460.17, 18, 19 firewall traversal protocols.
 - 3.6.12. Systems should be capable of speed dialing.
 - 3.6.13. Systems should have wireless remote control capabilities.
 - 3.6.14. Systems should have AES encryption capability.
 - 3.6.15. Systems should have remote management capability.
 - 3.6.16. Multipoint bridging services should be available as an optional feature or as a standalone offering.

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- 3.7. Training must be included as an inherent part of your proposal. Training should be made available for all staff members. A description of the training procedures that may be associated with the equipment training should be attached to your proposal as an addendum. Training shall include a user's guide or written material for each system. Training can, if agreed to by the ordering agency, be done via a videoconference call with the contractor's trainer. If training is required to be onsite by the ordering agency then the cost for the onsite training must be listed in the quotation. The ordering agency shall have the option to select employees for designation as "system administrators." The "system administrators" shall receive additional on-site (at the ordering agency) instruction by the successful contractor. The "system administrators" shall be instructed in the configuration of the system and trained to execute client-programmable changes. The Director of the ordering agency shall have final authority with regard to the need for recurrent training during the term of this contract.
- 3.8. Training must be included as an inherent part of your proposal. A description of the Audio and Web Conferencing Services training procedures should be attached to your proposal as an addendum. Training shall include a user's guide or written material for each service provided. Since these services are frequently offered on an individual basis training must be available for individuals or groups depending on the user agency's needs.
- 3.9. At the conclusion of the installation phase of a system, the Contractor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by DTI or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.
- 3.10. Audio conferencing and Web conferencing are separate services and will be reviewed on their own merits. Contractor will supply a central billing service solution to the State. DTI will back bill the agency based on the telephone number used for the calls. Contractor will supply information on whether they are a facility based service provider or are a reseller of the service. If the contractor is a reseller they must provide the name of the service they are reselling. Contractor should describe in detail the complete list of all of their services. Pricing should be included for all features and capabilities. Contractor should describe years in the business and years experience with current services offered. Contractor will list total current customers using the services. Contractor will describe helpdesk services and procedures.

4. Video Surveillance Vendor Category Requirements:

- 4.1. The Offerors must also be able to supply a single-source Video Surveillance solution to the State. This shall include, but not be limited to, demonstrations, design configuration assistance, implementation assistance, installation, maintenance and training for all systems, equipment and services offered.
- 4.2. Provide a complete listing of all Video Surveillance Equipment by product category. Below is a partial list of product categories:
 - 4.2.1. Cameras
 - 4.2.2. Wiring and camera cabling
 - 4.2.3. Transport Hardware/Software
 - 4.2.4. Hardware/Software Maintenance
 - 4.2.5. Recording
 - 4.2.6. Playback
 - 4.2.7. Long term storage
 - 4.2.8. Remote Monitoring
 - 4.2.9. Security
 - 4.2.10. Network Interface
- 4.3. Video Surveillance services are a very specialized area that has not been part of the AV contract in the past. The following is a partial list of services that would be supplied by the contractor to give the agency a total turnkey system. Cameras, wiring and camera cabling, webcasting service, webcasting software, transport hardware/software, recording, playback, long term storage, remote monitoring, security, network

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interface and notification and control.

- 4.4. Training must be included as an inherent part of your proposal. A description of the training procedures that may be associated with the Video Surveillance equipment and services training should be attached to your Proposal as an addendum. Training shall include a user's guide or written material for all of the equipment and services provided.
- 4.5. The following is a partial list of features and capabilities that vendors will be expected to deliver. Not all features and capabilities need to be available on all systems.
 - 4.5.1. Ability to deliver single and dual monitor H.320 and H.323 compatible systems.
 - 4.5.2. Ability to deliver XGA high resolution (1024 x 768) plasma, LCD, LED, monitors or better.
 - 4.5.3. Ability to deliver High Definition color cameras.
 - 4.5.4. Ability to deliver High Definition video and stereo capabilities.
 - 4.5.5. Video operations compliant with H.239, H.263 and H.264 standards.
 - 4.5.6. Picture frame rate not less than 30 fps at 384kbs. And 15 fps at 128kbs.
 - 4.5.7. Document camera should be available but optional.
 - 4.5.8. DVD/VCR recording and playback capability should be available but optional.
 - 4.5.9. Electronic whiteboard should be available but optional.
 - 4.5.10. Systems should allow for far-end camera control.
 - 4.5.11. Systems should be capable of H.460.17, 18, 19 firewall traversal protocols.
 - 4.5.12. Systems should be capable of speed dialing.
 - 4.5.13. Systems should have wireless remote control capabilities.
 - 4.5.14. Systems should have AES encryption capability.
 - 4.5.15. Systems should have remote management capability.
 - 4.5.16. Multipoint bridging services should be available as an optional feature or as a standalone offering.
- 4.6. The following is a partial list of equipment for video surveillance installations. Cameras, wiring and camera cabling, transport hardware/software, hardware/software maintenance. Recording and playback, with long term storage, remote monitoring, security, and network interface.
- 4.7. At the conclusion of the installation phase of a system, the Contractor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by DTI or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.

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**APPENDIX B
Pricing Forms**

Complete and submit pricing sheets in Appendix B Excel file.