



State of Delaware

Telecommunications Systems & Services

Professional Services Request for Proposal Contract No: GSS12455-TELECOMM

October 17, 2011

- *Deadline to Respond* -
November 15, 2011
1:00 p.m. local time

STATE OF DELAWARE

Date: October 17, 2011

CONTRACT NO. GSS12455-TELECOMM

ALL VENDORS:

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

REQUEST FOR PROPOSAL - CONTRACT NO. GSS12455-TELECOMM

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
 - a. Attachment 1 - No Proposal Reply Form
 - b. Attachment 2 - Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 - Office of Minority and Women Business Enterprise Certification Application
 - k. Appendix A – Scope of Work details
 - l. 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 November 15, 2011, 1:00 p.m. local time 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 call Carmen Herrera at 302-739-9683 or email carmen.herrera@state.de.us.

STATE OF DELAWARE

I. **INTRODUCTION:**

A. **PURPOSE:**

Government Support Services and the Department of Technology and Information are interested in using Telecommunications as a method of improving State Agency operational efficiencies. It is the goal of this Request for Proposal to identify vendors and execute a contract for Telecommunications Systems and Services.

1. **PROFESSIONAL SERVICES REQUEST FOR PROPOSAL:**

The State of Delaware, Office of Management and Budget, Government Support Services, seeks qualified vendors to provide Telecommunications Systems and Services.

This professional services request for proposal is issued pursuant to **Delaware Code Title 29, §§ 6981, 6982** that this solicitation be offered as a professional services request for proposals.

The proposed schedule of events can be found in section **I.B. KEY RFP DATES / MILESTONES.**

2. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Telecommunications Systems 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.

STATE OF DELAWARE

5. **CONTRACT PERIOD:**

Each Vendor’s contract shall be valid from February 1, 2012 through June 30, 2015. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Office of Management and Budget / Government Support Services (Government Support Services). Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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

B. KEY RFP DATES/MILESTONES:

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

Activity	Due Date
RFP Availability to Vendors	October 17, 2011
Written Questions Due No Later Than (NLT)	October 24, 2011, 1:00 p.m. local time
Written Answers Due/Posted to Website NLT	October 27, 2011, 4:30 p.m. local time
Proposals Due NLT	November 15, 2011, 1:00 p.m. local time
Public Proposal Opening	November 15, 2011, 1:00 p.m. local time
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 **October 24, 2011, 1:00 p.m. local time**. All questions will be answered in writing by October 27, 2011, 4:30 p.m. local time 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**

STATE OF DELAWARE

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.

F. Systems & Services Proposed

Vendors may submit proposals for one, some or all systems and services identified in Appendix B.

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 Telecommunications Systems & 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. 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.

STATE OF DELAWARE

III. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

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

B. PROPOSAL RESPONSE:

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

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

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

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

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

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 Attachment 3 – Exception Information Attachment 5 – Confidentiality and Proprietary Information with or without separate envelope
Section 4 Attachment 4 - Complete response to Appendix A Technical Requirements, Brief Company History, Brief Subcontractor History if applicable
Section 5 Complete response to Appendix B
Section 6 Attachment 6 – Business References Attachment 7 – Subcontractor Information Form Attachment 10 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
Section 7 Balance Sheets and Income Statements for two consecutive previous years
Section 8 – Other Any information not listed above

STATE OF DELAWARE

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, within the scope of this RFP, the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT:

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

I. SAMPLES OR BROCHURES:

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

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

K. BID BOND REQUIREMENT:

Bid Bond Waived.

STATE OF DELAWARE

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 two paper copies and six electronic copies on CD or DVD media disks. One of the paper 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 disks must also contain the completed Appendix B Excel sheets, in Excel format, if applicable.

Vendors shall submit one electronic copy per disk. Proposals will be rejected if all six electronic copies are submitted on one disk.

Paper copy or electronic copy may be used by Evaluators. Electronic copies must be marked with the Vendor name and contract number and should match paper copies. The State is not responsible for determining if electronic copies are complete or following up with the vendor to collect any missing information. The vendor shall bear all risk of incomplete hard copy and 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 November 15, 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. Proposals must be received at the above address no later than 1:00 PM Local Time on November 15, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

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

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through March 31, 2012. Delaware reserves the right to ask for an extension of time if needed.

STATE OF DELAWARE

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.

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 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.

STATE OF DELAWARE

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.

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 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 - Office of Minority and Women Business Enterprise Certification Application
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions (if applicable)

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
ATTN: Carmen Herrera**

STATE OF DELAWARE

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.

STATE OF DELAWARE

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.

STATE OF DELAWARE

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

D. REQUIREMENTS OF THE VENDOR:

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

- Signed Cover (Transmittal) Letter
- Attachment 2 - Signed original Non-Collusion Statement
- Attachment 3 – Exception Information
- Attachment 4 - Complete response to Appendix A Technical Requirements, Brief Company History, Brief Subcontractor History if applicable
- Attachment 5 – Confidentiality and Proprietary Information with or without separate envelope
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form, if applicable
- Attachment 10 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Balance Sheets and Income Statements for two consecutive previous years
- Complete response to Appendix B
- E-Rate contact person name, phone number, fax number, email address and company SPIN number.

STATE OF DELAWARE

E. CRITERIA AND SCORING:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Service and Support	30%	30
2.	System Price	31%	31
3.	Technology	30%	30
4.	Reputation (includes references, past contract performance, financials)	9%	9
	TOTAL SCORE	100%	100

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

F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee may issue a request for Best and Final Offers from the vendor(s). The Procurement Officer has final authority regarding determinations made in the best interest of the State of Delaware.

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.

STATE OF DELAWARE

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.

STATE OF DELAWARE

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.

STATE OF DELAWARE

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.

STATE OF DELAWARE

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 three year term of the contract, unless further negotiations are deemed necessary by the State.

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

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

14. **MOST FAVORED CUSTOMER:**

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

15. **PRICE ADJUSTMENT:**

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

If agreement is reached to extend this contract beyond the initial period, the Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the

STATE OF DELAWARE

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.

STATE OF DELAWARE

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.

STATE OF DELAWARE

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 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted

STATE OF DELAWARE

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

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

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

26. **ORDERING PROCEDURE:**

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

27. **BILLING:**

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

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

28. **METHOD OF PAYMENT:**

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

STATE OF DELAWARE

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 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

STATE OF DELAWARE

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 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 OF DELAWARE

State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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

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

38. **CHANGES:**

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

39. **INTEREST OF VENDOR:**

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

40. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

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

41. **RIGHTS AND OBLIGATIONS:**

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

STATE OF DELAWARE

42. **ASSIGNMENT OF ANTITRUST CLAIMS:**

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

43. **TESTING AND INSPECTION:**

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

44. **COVENANT AGAINST CONTINGENT FEES:**

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

45. **GRATUITIES:**

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

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

46. **AFFIRMATION:**

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

STATE OF DELAWARE

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

STATE OF DELAWARE

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:

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

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 Services acting for all participating governmental entities.

7. **INFORMATION REQUIREMENT:**

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

STATE OF DELAWARE

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS12455-TELECOMM

Telecommunications Systems 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 **1:00 p.m., Tuesday, November 15, 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

State of Delaware

NO PROPOSAL REPLY FORM

CONTRACT # GSS12455-TELECOMM CONTRACT TITLE: Telecommunications Systems & Services

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

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

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

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

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

CONTRACT NO.: GSS12455-TELECOMM **TITLE:** Telecommunications Systems & Services **Attachment 2**
OPENING DATE: November 15, 2011

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 _____ E-RATE SPIN NUMBER _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACT NO. GSS12455-TELECOMM
Contract Name Telecommunications Systems & 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.	Attach complete response to Appendix A

CONTRACT NO. GSS12455-TELECOMM
Contract Name Telecommunications Systems & Services

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:

STATE OF DELAWARE

SUBCONTRACTOR INFORMATION FORM

ATTACHMENT 7

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS11455-TELECOMM	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

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://www.state.de.us/omwbe> <http://gss.omb.delaware.gov/omwbe/index.shtml>

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

STATE OF DELAWARE

APPENDIX A SCOPE OF WORK

1. General:

- 1.1. Contractors must be able to supply single-source Telecommunications solutions to the State. This shall include, but not be limited to, demonstrations, design configuration and engineering assistance, implementation assistance, installation, and training for all system sizes.
- 1.2. As new technologies emerge, it will be the responsibility of the vendors to advise the State of their availability. If the State feels these new technologies will benefit the State, it will allow the vendor to add them to the existing contract offering.
- 1.3. 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.
- 1.4. This Request for Proposal will request several different levels of equipment configurations solely for evaluation purposes.
- 1.5. Provide a complete listing of all offered and supported telecommunications equipment, software, and ancillary products, including Internet Telephony solutions, video processors and call monitors and recording equipment.

2. Turnkey System: Provide, Install, Integrate and Guarantee On-Going Support of Solution

- 2.1. PROVIDE – supply as deliverable all essential, new components of a completely functional system as defined in the project scope document.
 - PROJECT SCOPE document can be provided by the agency or can be a contracted service provided by the vendor.
 - ESSENTIAL COMPONENTS may include hardware, proprietary system-only wiring, and software provided by the vendor.
- 2.2. INSTALL – delivery, setup, configuration and testing of all hardware and software components to guarantee compatibility and proper system operation.
- 2.3. INTEGRATE – guarantee proper network operation and interoperability with existing network components or circuits. Insure compliance with existing State network standards as specified by DTI.
- 2.4. 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.

3. Time Requirements and Penalty

- 3.1. Quotations shall be returned to DTI in ten (10) work days or less, unless mutually agreed upon.
- 3.2. 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.
- 3.3. Failure to meet this requirement may result in the State of Delaware seeking judgment on the successful bidder and cancellation of the contract.

STATE OF DELAWARE

4. Commercial Warrantee and Guarantee Certificate

- 4.1. The contractor agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the bidder 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.
- 4.2. At minimum, the Contractor shall warrant that its products are commercially acceptable and compatible and free from defects in design, workmanship, mechanical and electrical breakdown, 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 bidder of responsibility for faulty materials or workmanship.
- 4.3. The vendor's warranty must include full parts replacement, including all factory 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.
- 4.4. **Extended warranties must be fully explained in writing.**

5. Installation

- 5.1. The Contractor may be required to install the proposed telecommunications system to existing wiring. If existing wiring does not accommodate the selected system the ordering agency shall arrange for rewiring as required, using State contract wiring vendors.
- 5.2. The response to this RFP shall operate under the premise that all existing wiring is reusable.
- 5.3. Installation shall be conducted to ensure a minimum of interruption to the ordering agency, and shall include, but may not be limited to, the following tasks:
 - 5.3.1.1. Coordination shall be maintained through the Department of Technology and Information to insure the shortest period of telecommunications service disruption possible.
 - 5.3.1.2. 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 a date/time for completion.

6. Technical Specifications

- 6.1. 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 computer controlled digital telecommunications systems. Call processing shall be accomplished by mini- or micro-processors from instructions held in non-volatile memory. The telecommunications systems must be compatible with LUCENT #5ESS and NORTHERN TELECOM DMS-100 CENTREX service and must accommodate all signaling and features associated with the CENTREX service rendered by the local serving central office.
- 6.2. All backboards, connector blocks, patch cords, connector cables and any additional equipment are to be provided by the vendor.
- 6.3. 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.
- 6.4. 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.
- 6.5. Any cabling or wiring performed must be done only to the extent of required, proprietary installation of the systems and hardware/software of this contract. Any infrastructure wiring for general distribution purposes must be installed by a State contract vendor under the Contract number GSS09441A-TELECOM_CBL, Telecommunications Cabling.

STATE OF DELAWARE

7. Maintenance

- 7.1. 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.
- 7.2. Vendor should supply, if requested, annual maintenance cost for the installed telecommunications systems for the post-warranty year of installation. This cost should be listed for Helpdesk, next day parts shipment, or onsite maintenance services. Vendor should be very specific as to what is covered and what are "time and material" costs. Maintenance costs should be itemized in a separate section.
- 7.3. If portage is chargeable within the State of Delaware, this portion of your response should be highlighted and explained in full.
- 7.4. 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 with 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 with 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.
- 7.5. Vendor must guarantee response time of within two (2) hours for emergency service as defined by the owner agency. That service may be delivered via remote diagnostics with on-site response if the problems cannot be corrected remotely. Regular, non-emergency service must be guaranteed by the close of business the following business day. It is preferable to have a toll-free dial-up telephone support service with remote diagnostic troubleshooting. It is preferable to have a next-day parts delivery guarantee.
- 7.6. The vendor shall provide help desk services and remote diagnostics to the State of Delaware on purchases made from this contract. The vendor shall provide technicians with assistance from trainers and manufacturer-certified system experts via a local or toll free number. Problem determination, tracking, reporting and follow-up with callers must be provided. The vendor must provide help desk and remote diagnostics for new systems purchased on this contract.
- 7.7. The vendor's help desk services and remote diagnostics must be available, at a minimum, Monday through Friday, 8:00 a.m. to 5:00 p.m. EST on all business days. These services must be available from the vendor directly, not a third party. The vendor shall provide an answering service, pager, or voice mail system to receive incoming calls during hours that a help desk is not attended, or for after-hours emergency repair calls and service.

8. Disposal of Equipment

- 8.1. The successful vendor will be responsible for the removal and replacement of all the pre-existing equipment to be disconnected.
- 8.2. The replaced systems, sets and ancillary parts should be carefully de-installed, boxed and stored in a location so designated by the agency/site coordinator at each building.
- 8.3. Utmost care is to be exercised in maintaining the component parts, sets and ancillary equipment in good condition. The successful bidder will be responsible for any damages as outlined in Section 12. "HOLD HARMLESS."

STATE OF DELAWARE

9. Proposed System Details

- 9.1. Vendor must supply, if not already available, all necessary jacks, dedicated circuits, connector cables and cross-connect wiring to insure proper functioning of the system.
- 9.2. Vendor must install devices to provide for power surge protection for the systems and all circuits. Such devices must meet acceptable industry standards as found in NEC Article 800 Part C and in UL Standard 497 (A and B) for the type system being bid. Include the cost of this feature and state the method/type of protection in your bid.
- 9.3. All business telephone and/or handsets must be hearing aid compatible (HAC) as mandated by the FCC and ADA.
- 9.4. A complete set of brochures/documentation for each system proposed is required.
- 9.5. Your proposal must include complete pricing for the systems described herein. Pricing should be for installed systems working on a turnkey basis with the equipment delivery included.
- 9.6. All existing house wiring is to be reused wherever possible and acceptable to the owner agency. All installation charges for terminations in the equipment location including mounting all equipment must be included in this bid.
- 9.7. Sufficient electrical outlets and grounding must be ascertained by the vendor and any additional needs must be provided to the owner agency prior to installation.

10. Training

- 10.1. Training must be included as an inherent part of your proposal. Needs at the ordering agency dictate that training be available for all management personnel, central answering position personnel, and for all staff members.
- 10.2. In addition, a training room is to be available for both pre- and post-installation instruction to the staff members.
- 10.3. A description of the training procedures that may be associated with the equipment training should be attached to your proposal as an addendum.
- 10.4. Training shall be provided at no additional charge to the ordering agency for the warranty period of the system.
- 10.5. Concurrent with the installation phase of this agreement the successful vendor shall provide training to each person in the ordering agency.
- 10.6. Training shall include a user's guide or written material for each instrument, "classroom" instruction held at the ordering agency's site or choice, and individual instruction as required to insure competency in the operation of the system
- 10.7. The successful vendor shall be required to provide additional instruction as required to personnel directly involved in the answering and redistribution of incoming phone calls. The successful vendor shall provide additional free training as required and shall provide support via a NON-"900" telephone number during the period of this contract.

11. System Administration

- 11.1. The ordering agency shall have the option to select employees for designation as "system administrators.
- 11.2. The "system administrators" shall receive additional on-site (at the ordering agency) instruction by the successful vendor.
- 11.3. The "system administrators" shall be instructed in the configuration of the system and trained to execute client-programmable changes.
- 11.4. The Director of the ordering agency shall have final authority with regard to the need for recurrent training during the term of this contract.

12. System Acceptance

- 12.1. 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.
- 12.2. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked.
- 12.3. Acceptance shall be granted by the Department of Technology and Information or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction.
- 12.4. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.

13. VoIP-Based E9-1-1 Emergency Call Handling System

13.1. General Requirements

- 13.1.1. The proposed system shall be of fault-tolerant design, engineered specifically for the E9-1-1 emergency response environment.
- 13.1.2. The proposed solution shall support deployment under a variety of architectures, ranging from single stand-alone PSAPs to multiple remote PSAPs served by a common geographically diversified platform.
- 13.1.3. The system common equipment shall be provided in a factory-staged enclosed cabinet. Cabinet shall be a lockable metal cabinet.
- 13.1.4. Offeror shall describe their experience in delivering such systems.

13.2. System Requirement – Telephony Interfaces

- 13.2.1. The system shall be capable of converting legacy telephony interfaces to Voice over IP (VoIP) packets, such that all further CPE call processing is performed via VoIP. Gateways shall be used to convert CAMA, POTS and ISDN/PRI circuits to VoIP. Support for the following circuit quantities is required:
- 13.2.2. The system shall be capable of receiving 9-1-1 calls delivered via IP using the RFAI (Request For Assistance Interface) protocol.
- 13.2.3. The following describes the number of call handling workstations required:
- 13.2.4. There are 9 existing PSAPS with different position numbers totaling over 100 in all. A per position price is necessary.
- 13.2.5. The system shall utilize the G.711 codec for best audio quality.

13.3. System Requirement – Reliability

- 13.3.1. The proposed system shall be fully fault-tolerant. Bidder shall describe how the proposed system meets this requirement.
- 13.3.2. There shall be no system downtime in the event of component failure, system shall support designs that meet or exceed 50% capacity survivability.
- 13.3.3. Support for E9-1-1 trunks shall be distributed over multiple gateways. These gateways shall be designed specifically for use in a Public Safety environment. Power supplies supporting the CAMA gateways shall be redundant and distributed.
- 13.3.4. It shall not be necessary to power down the system in order to replace components. In addition, it shall be possible to remove redundant components that are in standby mode from the system without any interruption in service.
- 13.3.5. The system shall use standard Ethernet LAN cabling between call handling positions and common equipment. System shall support use of dual LAN connections from each call handling position, each of the two connected to separate LAN switches to prevent loss of a LAN switch from impacting availability of multiple workstations.

STATE OF DELAWARE

13.4. System Requirement – ALI Database Access

- 13.4.1. ALI requests shall be made immediately after ANI has been decoded. (Systems which wait for the call taker to go off-hook before sending requests for ALI will not be considered).
- 13.4.2. In addition to legacy ALI Database access, the proposed system shall also natively support
- 13.4.3. XML-ALI based lookup.
- 13.4.4. If the received ALI is unclear or incomplete, a call taker must be able to command the system to repeat the request to the database.
- 13.4.5. Manual requests of ALI shall be available for a call taker-entered ANI. There shall be a means of disabling Manual database requests if required by law.

13.5. System Requirement – Logging Recorder Interfaces

The proposed system shall provide standard interfaces for logging recorders.

13.6. System Requirement – CAD Output

The solution shall provide a NENA compliant CAD output.

13.7. System Requirement – Call Detail Record Interface

- 13.7.1. A call detail record (CDR) printer interface shall be provided.
- 13.7.2. The CDR shall be generated by the system every time a call is released.
- 13.7.3. The CDR shall be capable of operating in automatic or batch processing mode. The information contained in each CDR shall include:
 - ○ The caller's ANI and ALI.
 - ○ Position of agent that answered the call. Transferred destination.
 - ○ Date, times of the various connect and disconnect events, and other particulars relating to a call.
 - ○ A time and date stamp is automatically recorded.

13.8. System Requirement – Call Detail Record Capture

The proposed system shall allow for the electronic capture of call detail records (CDR). The electronic capture shall:

- ○ Display results in real time.
- ○ Allow searching of historical results.
- ○ Allow automatic archiving.
-

13.9. System Requirement – Alarms

- 13.9.1. Alarms will be generated in response to abnormal occurrences requiring the attention of maintenance or supervising personnel.
- 13.9.2. Multiple alarm severity levels shall be supported.
- 13.9.3. Alarms will be logged. Log shall be viewable via a browser-based maintenance interface. Solid state relay contacts corresponding to each of the alarm levels shall be provided. Notification actions performed in response to an alarm shall be configurable by severity level.
- 13.9.4. The destination of alarm messages shall be configurable.

13.10. System Requirement – Maintenance Access

- 13.10.1. A browser-based interface shall provide configuration and maintenance access to the system.
- 13.10.2. Maintenance access shall support password security with multiple access levels.
- 13.10.3. The system must support backup of its configuration files to a USB key or similar storage device.
- 13.10.4. Maintenance access must be remotely accessible.

STATE OF DELAWARE

13.11. System Requirement – Time Synchronization

The system must be capable of synchronizing to a network time protocol (NTP) source. In the absence of an NTP source, system shall remain internally synchronized (common equipment and call handling workstations will be synchronized to the common equipment time).

13.12. Call Distribution – Ring All

13.12.1. The system shall support Ring-All call distribution.

13.12.2. Ring-All call distribution allows for inbound call traffic to be grouped (ring group), with calls presented simultaneously to all call handling workstations that have membership in that group.

13.12.3. Call takers have the option of answering the oldest unanswered call, or any other call out of sequence.

13.12.4. The system shall also allow call takers to barge-in on a call already connected on another position.

13.12.5. Multiple Ring Groups shall be supported.

13.12.6. A configurable Recorded Announcement (RAN) shall be supported on a per-Ring Group basis. The announcement audio will be interleaved with ring-back indication to the caller while that caller is in a ringing state. Use of RAN shall not delay call presentation.

13.13. Call Distribution- ACD (Automatic Call Distribution)

13.13.1. The system shall support Automatic Call Distribution (ACD). Propose ACD as an OPTION. ACD allows for inbound call traffic to be grouped, with calls presented to specific call takers based on distribution algorithms (for example longest idle call taker).

13.13.2. A call taker will be considered eligible to receive a call if logged on and in a Ready state. The ACD distribution shall support presentation of the distributed calls both with and without (configurable by ACD Queue) force-connect (call taker hears zip tone and is immediately connected to a caller when presented a call from the ACD Queue).

13.13.3. The ACD distribution shall also support:

- ○ Multiple algorithms (Longest Idle, Fewest Calls, Round Robin)
- Multiple Queues with rollover between Queues
- ○ Agent Priority
- ○ Line Priority
- ○ RAN (Recorded Announcement)
- Wrap-up Time (with bypass option)

13.13.4. When ACD is used, system shall also provide a large-format display showing live ACD Queue activity including (for each ACD Queue) number of calls in the queue, longest wait time, and agent availability. The display shall also provide audible and visual alerts when configurable thresholds are reached.

13.13.5. A configurable Recorded Announcement (RAN) shall be supported on a per-ACD Queue basis. The announcement audio will be interleaved with ring-back indication to the caller while that caller is in a ringing state. Use of RAN shall not delay call presentation.

13.14. Call Distribution- Overflow

13.14.1. The proposed system shall support overflow of calls from a Ring Group or ACD Queue to another Ring Group or ACD Queue based on length of time ringing in that Ring Group or ACD Queue, or unavailability of workstations or agents as applicable.

13.14.2. Overflowed calls can be assigned a priority that affects visual presentation as well as placement in the subsequent ACD queue.

13.14.3. Multiple tiers of overflow shall be supported.

STATE OF DELAWARE

13.15. Intelligent Workstations

13.15.1. The Intelligent Workstation shall provide full Computer-Telephony Integration, allowing call-takers to have on-screen access to telephone features. While Desktop workstation are required, the proposed solution must also support call handling via laptop based workstations.

13.15.2. Call Handling Functions - These shall include the following as a minimum:

- ○ Call Answer / Hold / Release
- ○ Supervised Call Transfer
- ○ Conferencing (up to 6 parties)
- ○ DTMF/Hook flash support for same line transfer (Tandem transfer) Multiple line appearances
- ○ Barge-in on shared lines
- ○ Line Pooling for outbound calls
- ○ Enhanced Caller ID Display (name and number) Remote Call Pick-up
- ○ Station to station calls
- ○ Speed Dial
- ○ Mute
- ○ In-Call Dialing (incoming and outgoing) Line pooling (outgoing calls)
- ○ Automatic Greetings
- ○ Radio Headset Sharing
- ○ Number (ANI) Display / Location Identification (ALI) Display

13.15.3. ALI Display

The call handling workstation shall provide a configurable parsed ALI display which allows for configurable labeling of various fields. A raw (non-parsed) ALI view shall be supported as well.

13.15.4. Call Transfer Functions

13.15.4.1. The Intelligent Workstation shall be configurable to perform transfers using the following (mutually exclusive) methods:

13.15.4.1.1. Transfer destination determined by programming in the CO. In other words, the pre-determined tandem transfer code for (as an example) "Fire" is sent to the CO, which then routes the call to the appropriate Fire Department. From the call taker's perspective, he or she simply presses the "Fire" transfer button, and the call is transferred to the appropriate agency.

13.15.4.1.2. Transfer destination determined by the Intelligent Workstation. In other words, the Intelligent Workstation dynamically sets the "recommended" transfer destination based on the ESN in the ALI data, as dials the appropriate number via the tandem transfer mechanism. From the call taker's perspective, he or she simply presses the "Fire" button, and the call is transferred to the appropriate agency. The label on the "Fire" transfer button will change to reflect the particular agency selected by the system (i.e. "Fire – [Agency Name]").

13.15.4.2. Whichever method is configured, the call taker shall be able to override the default destination by selecting an alternate from a list of destinations.

13.15.4.3. Any given transfer destination button shall be programmable with one or more numbers used to reach the corresponding agency. It shall be possible to define the time of day for which each of the numbers is valid. The time spans that different numbers are valid can overlap, therefore if a number is busy, the Intelligent Workstation shall automatically cycle through the other currently valid numbers as the transfer button is pressed.

STATE OF DELAWARE

13.15.5. Data Transfer Functions

- 13.15.5.1. The system shall have the ability to transfer ALI Data to remote destinations which are equipped with serial printers.
- 13.15.5.2. Propose as an OPTION an enhanced data transfer capability whereby ALI, and other data gathered by the call taker can be transferred via dial-up connection to remote Fax machines, or via private secure network to remote E-Mail clients.

13.15.6. Integrated TTY

- 13.15.6.1. The Intelligent Workstation shall provide integrated on-screen TTY for all lines. The device should handle Baudot protocols. The system shall allow the call-taker to communicate freely by using the keyboard and/or selection of pre-programmed messages.
- 13.15.6.2. The system shall buffer the keystrokes that a call taker types in the TTY module. This will give the call taker the option to send the entire message only once the entire sentence is typed OR send each keystroke as it is typed.
 -
- 13.15.6.3. This will be used in situations where a TTY caller tends to start responding to a message before it is completed, sometimes before understanding the true nature of the message. It shall be possible to switch between buffered and non-buffered mode on the fly.
- 13.15.6.4. Each answering position shall be equipped with its own TTY processing hardware. Systems which employ a central piece of equipment for TTY processing will not be considered due to single point of failure considerations.

13.15.7. Integrated Voice Recording

- 13.15.7.1. In addition to standard contacts for external call recorders, the Intelligent Workstation shall have a built-in and integrated call recorder as per the following definitions:
 - 13.15.7.1.1. Built-in – The call recording functionality shall be accessible on-screen via the Intelligent Workstation's GUI (Graphical User Interface).
 - 13.15.7.1.2. Integrated – Individual recordings shall be accessible via their associated on-screen call records. In other words, the relationship between a given call event, the ALI and associated audio recording is clearly displayed.
- 13.15.7.2. Audio Recordings shall be stored in WAV format, and purged after a configurable delay in order to conserve hard drive space. It shall be possible to save (and un-save) individual call recordings to prevent purging of the file.
- 13.15.7.3. In addition, the system should have the ability to record personalized greeting announcements, i.e., "9-1-1 What is your emergency?"
- 13.15.7.4. Propose as an OPTION the ability to record radio conversations.

13.15.8. Call Lists

- 13.15.8.1. Multiple lists shall be provided, showing different groupings of call events, for example, "All Abandoned Calls", "All Previous Calls from this ANI", "All Calls previously handled by this Call taker".
- 13.15.8.2. It shall also be possible to re-dial an abandoned call or other previous calls by selecting from the appropriate Calls List.
- 13.15.8.3. A Query feature shall allow call records to be filtered and searched on the fly.
- 13.15.8.4. When used in conjunction with an Incident Management feature, Incident-related lists shall also be provided.

STATE OF DELAWARE

13.15.9. Message Board

- 13.15.9.1. The Intelligent Workstation shall provide an on-screen message board which is always on-line.
- 13.15.9.2. This shall allow the broadcast of a textual message to each call taker or a select group of call takers in the PSAP. The system shall also allow the recipient call-takers to acknowledge that a message was read.
- 13.15.9.3. This function shall support pre-programmed messages (commonly used messages such as "Weather warning in effect – Heavy Rain"), and keyboard entry for one-of-a-kind messages.

13.15.10. On-Demand Printing

- 13.15.10.1. The Intelligent Workstation shall be able to produce an immediate hard copy of caller ALI and other gathered data at any time, while a call is in progress or after release. This shall be to a networked laser printer, which should also be included with the proposed system.
- 13.15.10.2. It shall be possible to use RTF (Rich Text Format) templates to lay out the information that is to be printed, and to apply formatting and graphics (e.g., County Logo) as needed.

13.15.11. System Toolbar

The Intelligent Workstation shall provide the ability to configure buttons to allow for "point & click" access to frequently used features and commands.

13.15.12. Incident Management

- 13.15.12.1. The Intelligent Workstation shall allow the call-taker to select a designated incident type, such as fire, auto accident, B & E, after the initial response from the caller. The system shall present the call-taker key questions relative to the emergency at hand. Priority questions should be highlighted to prompt the call-taker to get the most important information first. The information should be automatically stored in the system's database and be available to all other call-takers. The incident types should be configurable by the PSAP.
- 13.15.12.2. The system should also be programmable to recommend primary transfer destination based on the type of incident. The call-taker should also have the ability to send different types of information, such as ANI/ALI, additional location data, or even a script of the incident's questions and answers to remote printers or faxes via the Enhanced Data transfer OPTION.
- 13.15.12.3. Enhancement of TTY functionality: When Incident Management is used, the list of pre-programmed TTY messages shall be automatically supplemented with additional pre-programmed messages that pertain to the selected incident type. For example, if the call taker selects "domestic Fire" as an incident type, the pre-programmed TTY messages will then also include "Is anyone still in the building? GA".
- 13.15.12.4. Multiple-Language Support: The Intelligent Workstation shall allow the call-taker the ability to change the language of the questions presented to them in the Incident Detailing section of the screen. This shall affect both the questions shown here and the pre-programmed TTY messages associated with each question.

13.15.13. Premise Information Database

The Intelligent Workstation shall support call taker access to PSAP-stored information about a specific location. This information could include building access, hazard warnings, hazardous material information, structural plans, evacuation instructions, site photos. The system should automatically indicate availability of information based on the ANI of the call.

STATE OF DELAWARE

13.15.14. Standard Operating Procedures

The Intelligent Workstation shall support call taker access to PSAP-stored SOPs (Standard Operating Procedures). This will assure procedures are applied in a uniform and consistent manner, in addition to providing training functionality. Based on the type of incident entered, the system shall prompt the call-taker that procedures exist. In addition procedures shall be displayed in hypertext format, allowing call-takers to move quickly through the information to access key procedures quickly. SOP data will be entered by the PSAP.

13.15.15. Management Information System

13.15.15.1. The proposed system shall provide a management information system (MIS) that will produce a wide range of predefined, comprehensive operational and historical reports.

13.15.15.2. The MIS shall allow on-the-fly filtering for required information using an extensive range of search criteria that are automatically presented based on the report selected and the site configuration.

13.15.15.3. The MIS shall display reports on-screen, printer or saved to file, and allow scheduling of automatic generation of reports.

13.15.15.4. The MIS user interface shall be provided via a web browser interface.

13.15.16. V – Geographic Diversity

13.15.16.1. The proposed system shall support Geographic Diversification of ingress call paths via common equipment at two distinct sites.

13.15.16.2. Call handling positions, whether located at these sites, or at one or more remotely located

13.15.16.3. PSAPs, will receive calls from both common equipment sites simultaneously.

13.15.16.4. Each common equipment site will itself be redundantly equipped with both an active and a standby softswitch. Solutions which split a single softswitch pair across the two sites will not be considered.

13.15.16.5. For remotely located PSAPs, proposed system must support optional deployment of an additional softswitch at each remote site in order to provide enhanced operation should a remote PSAP become isolated from the supporting common equipment. Propose this option with two variations: single softswitch and dual softswitch for added fault tolerance.

13.15.16.6. This section is provided because of multi location PSAPS that are considered as the States overall 9-1-1 system.

14. PBX & Key Systems

14.1. Mandatory Requirements:

14.1.1. Size - The system as proposed must, at a minimum, support ten central office lines and thirty telephone extensions. This type of system is commonly referred to as a "SMALL" system. It must be a fully digital system. State the maximum growth this system can attain.

14.1.2. The system must be supplied with non-volatile memory to preserve programmed features in the event of a power failure.

14.1.3. Unless otherwise specified by the bidder, the system as proposed must require nothing more than a dedicated, unconditioned 110V AC power source and a typical room temperature and humidity environment.

14.1.4. Each proposal must include ALL telephones commonly available with the proposed system and/or listed in the bidder's product literature.

14.1.5. All station equipment must be installed with button designations and include a user's manual for that make/model of instrument for each set.

14.1.6. The system shall be of the current standard production of the manufacturer at the time of installation and modular in design. The software supplied will be of the latest version at installation.

STATE OF DELAWARE

14.1.7. MANDATORY FEATURES:

1. Automatic Callback Calling
2. Automatic Intercom
3. Busy Lamp Indicators/Direct Station Selection
4. Call Forwarding within the System
5. Call Pickup
6. Call Transfer
7. Call Waiting Indication/Camp-On
8. Conference Calling: Internal and External
9. Dial Accessed Intercom (Tone and Voice Signaling)
10. Distinctive Ringing: Inside vs. Outside Call
11. Hands-Free Answer Intercom
12. Hold Button
13. Multiple Station Line Appearance
14. CENTREX Switch hook Flash/Double Flash Button
15. Client System Administration
16. Personal/Private Lines
17. Line Preference (Off hook & Ringing)
18. Line Pooling
19. Headset Compatibility
20. Privacy on All Lines
21. Redial (Last Number & Automatic)
22. Speed Dialing (Station & System)
23. Do Not Disturb
24. Hearing Aid Compatibility
25. Station Toll Restriction
26. Group Intercom Paging with Zones (state maximum number of zones)
27. Analog Line & Station Availability
28. Non-Blocking Switching Matrix
29. Call Park
30. Full Station Speakerphone (not intercom only)
31. Power Failure Telephone (2 lines minimum)
32. Station Messaging (from any Station & Attendant)
33. Programmable Station Buttons (DSS/BLF, Intercom, etc.)
34. External Loudspeaker Paging access

14.2. DESIRABLE FEATURES:

The following list identifies features that have been identified as desirable by the State. These desirable features shall not preclude the bidder from offering enhanced features not listed below. The system features provided in your proposal must be capable of functioning independently from those features inherently provided by CENTREX service.

1. Automated Attendant
2. Battery Backup (State Holding Times available & Costs)
3. Direct Inward Station Access
4. Automatic Route Selection
5. Station Message Detail Recording
6. Voice Mail (State Number of Ports and Hours Options with associated prices)
7. Caller ID
8. T-1, DS-1 and ISDN/PRI Trunk Availability
9. Automatic Call Distribution and/or Uniform Call Distribution
10. Direct Inward Dialing (DID) Service

STATE OF DELAWARE

11. ISDN (BRI and PRI)
12. SIP Trunking
13. Automatic Set/Station Relocation
14. Video
15. Voice Over Internet Protocol capable
16. Call Monitoring & Recording/Logging
17. Uninterruptible Power Supply (See also UPS in this RFP)
18. Call Accounting

Using the configuration above, detail how you would enlarge the system to meet growth from this to the largest system you are proposing. Give a step-by-step detail of this process, including hardware, software, features, licensing and size progressions.

15. Voice Processor

This system is primarily intended as a standalone or add-on processor for Voice Mail and Automated Attendant on existing telephone systems. It is required to be fully compatible with both #5ESS and DMS-100 CENTREX.

- 15.1. Please list the makes/models of telephone systems with which your system is fully compatible. It must provide Message Notification with either message waiting light or stutter dial tone. It must also provide Off-Premises Message Notification (i.e., Beeper Paging). It must provide Remote Diagnostics and Support via dial-in access.
- 15.2. State the minimum quantity of ports and hours of storage. List the increments of growth plus any ancillary equipment or software necessary to the proper operation of the processor. It must provide for dynamic port allocation with both the voice mail and automated attendant applications.
- 15.3. Please provide all or as many of the following features as possible:
 - Voice Mail - - Includes software that provides a seamless interface for multiple telephone systems (Provide detailed list of compatible systems).
 - The software should have the ability to forward calls directly to a station's voice mailbox if the phone is busy or does not answer and deliver a discrete message for each condition. (If any additional hardware or software is required, list as an option).
 - Message Notification with either message waiting light or stutter dial tone.
 - Off-Premises Message Notification (i.e., Beeper Paging).
 - Remote Diagnostics and Administration via modem/dial-in access.
 - Automated Attendant
 - Audio Text or Menu-Selectable Bulletin Boards
 - Facsimile Service - Inbound and Outbound Fax Server
 - Unified Desktop Messaging
 - Multimedia Digital Signaling
- 15.4. Provide a complete listing of all voice mail system features, including a written description of the feature. This listing will be reviewed for thoroughness and long-term capability to address State requirements.
- 15.5. Describe the process by which users will remotely retrieve voice mail messages. The proposer will be required to provide local calling access and toll-free calling access, for the purpose of remote message retrieval.
- 15.6. Describe the proposed system's capability to provide "unified messaging". Provide a discussion of the current state of the technology relative to E-mail integration, FAX integration, image integration, text-to-voice conversion, and voice-to-text conversion. Be specific about currently available offerings and future enhancements, E-mail packages supported, storage capabilities and limitations, and all relevant integration and capacity issues.

16. Integrated Voice Response (IVR)

This system is primarily intended as a standalone Integrated Voice Response system for existing telephone systems. It should be based on server technology or may be cloud-based. It should include a broad variety of IVR and integration features, host/server interfaces, database access types, CTI integration, and flexible application scripting.

- 16.1. Please list the makes/models of telephone systems with which your system is fully compatible. It is required to be fully compatible with CENTREX on both #5ESS and DMS-100 systems, as well as analog line, PRI/T-1/DS-1 digital trunks and SIP trunking.
- 16.2. It must be able to support open architecture and be IRAPI compatible. It must be expandable, on the same platform, to support 100 to 500 users on both voice ports and hard disk storage. It should also be multitasking.
- 16.3. Please provide all or as many of the above-listed features for the system as possible, with the addition of the following functions:
 - State the minimum quantity of ports and hours of storage.
 - List the increments of growth plus any ancillary equipment or software necessary to the proper operation of the processor.
 - Serial Outdialing Applications - Make simultaneous multiple outbound voice phone calls over multiple lines. Number of simultaneous outbound calls to be made must be user-changeable.
 - Mainframe Access Interface Applications
 - Support Host or Host Integration for mainframe or LAN applications.
 - WINDOWS-based Graphical User Interface (GUI) application generator
 - Application Processor Interface (API) must be supported by a toll-free help line
 - Text-to-Speech with whole word speech recognition up to 500-word vocabulary;
 - Interviewer/Forms Completion
 - Automated Inquiry
 - Fax Response or Fax-on-Demand options
 - Host Update on Automated Interview responses
 - Bar Code Reader Interface for Data Entry
- 16.4. Other features and applications not listed above may be provided as available on the system.

17. IP Telephony

17.1. Purpose & Scope

- 17.1.1. The purpose of this document is to provide interested parties with the information to enable them to prepare and submit a proposal for a Voice-over-Internet-Protocol (VoIP) telecommunication system capable of supporting the voice requirements of State users. This system is designed to replace or augment existing Centrex, PBX and key systems utilized by State users.
- 17.1.2. The basis of this voice telecommunications application is a centralized call management system located off-site, linked to the user's physical location via digital facilities and interconnected to the Local Area Network (LAN) via an on-site gateway deployed at that location. The Hosted IP system is to be maintained and supported by the provider.
- 17.1.3. The system is to provide connectivity to the Public Switched Telephone Network (PSTN) to maintain local telephone numbers, any interexchange carrier utilized by the State, and with any Centrex, PRI/DID and SIP systems deployed by the State within the geographic locality of the IP system location.

STATE OF DELAWARE

17.2. IP Telephony Services – VoIP, Hosted & Managed

- 17.2.1. The State is seeking vendors to provide VoIP, Hosted IP and Managed IP Telephony Infrastructure Services to supplement/replace the State's large TDM infrastructure and deliver new IP Telephony services. The State wishes to consider any VoIP systems and services from any manufacturer that provide options for deployment of IP Telephony including hardware and software, refreshes, patches, upgrades and managed facilities.
- 17.2.2. The State will select vendors to provide Premise-Based VoIP, Hosted VoIP systems and Managed VoIP Services, and a bidder could be awarded any or all three of the options. The State wishes to consider all compliant options in this systems category and is not requesting any exclusive manufacturer.

17.3. IP Systems – General Characteristics

- 17.3.1. Centralized call management server located off-site at a provider location.
- 17.3.2. A gateway device, located at the State location utilizing the service, will serve as an interface point between the State's Local Area Network (LAN) and the remote equipment of the provider. This must be a device dedicated to voice services.
- 17.3.3. The provider will be responsible for the digital network connectivity required to link the gateway device to the centralized call management system, and the provider will pay any cost associated with this network connectivity. If the State provides a private TLS/MPLS network connection, that may be used for the necessary digital connectivity, or the provider may elect to use another digital network to provide the connectivity at the provider's cost.
- 17.3.4. The proposal must clearly indicate whether the provider has selected the State TLS network or an alternative network, the amount of the bandwidth required to support the application and include the cost of network connectivity in the proposed total price.
- 17.3.5. The provider gateway will provide connectivity to the Public Switched Telephone Network (PSTN).
- 17.3.6. The State is particularly interested in as much system transparency as possible with associated Centrex, PRI and SIP systems. For instance, a specific location may utilize a Hosted IP system, while the rest of the agency continues to utilize State CENTREX, PRI or SIP service. Therefore, the Hosted IP system is required to provide dial plan compatibility and basic voice feature compatibility – call transfer, call forwarding, etc. - with the existing system.
- 17.3.7. Session Initiated Protocol (SIP) considerations:
 - Does the proposed IPTS conform to IETF SIP specifications 3261?
 - Is the proposed IPTS solution based on a native-SIP design or is optional hardware/software (gateways) required? Indicate if optional equipment is required to support SIP communications protocol specifications.
 - Can the proposed IPTS support SIP-compliant desktop telephone instruments?
 - Can the proposed IPTS support SIP trunk services? Indicate if optional SIP proxy gateways are required?
- 17.3.8. VoIP telephone station equipment and VoIP voice functionality must be detailed.
- 17.3.9. State will provide all required intra-facility infrastructure and cabling, and any necessary LAN compatibility, as defined within by the bidder in the response to this RFP.
- 17.3.10. The State anticipates procuring this service at a monthly per station cost. The State is open to other pricing options, however the State will evaluate the proposal on the basis of cost-per-station.
- 17.3.11. The State is seeking the following options for the pricing of telephone sets as part of this offering:
 - A one-time purchase price for at least two types of voice telephone sets – basic/ average user, and high volume/answering point. The purchase price must include all shipping, delivery, installation and training costs, and the cost of a 12-month set replacement warranty from the date of installation.
 - Headsets (corded and wireless) commonly available and compatible with the proposed voice terminals.

STATE OF DELAWARE

- For the proposed purchase price, provide a guaranteed annual maintenance cost for set replacement and maintenance on a business day basis for the 12-month period after the expiration of the initial warranty period.

17.3.12. The State expects that all vendor-provided system components will be fully functional and available 99.99% of the time with a grade of service of P.01.

17.3.13. After a location has been converted to VoIP, the State requires the capability to provision adds, moves and changes for individual telephone sets and features. The State must have web-based or on-line access to add, delete and change stations, change station software and configurations, and generally administer the system.

17.3.14. User and System Administration Training must be included at no additional charge during the warranty period of the system, at minimum.

17.4. Contract

17.4.1. Describe the costs and process for the State of Delaware to extricate / migrate from the cloud service.

17.4.2. How will the Provider bill the State of Delaware for its usage? (The State of Delaware must use a charge-back process for federally funded expenditures). This may include hardware inventory specifications (manufacturer, type, model, serial number, physical location), software license information, information system/component owner, and for a networked component/device, the machine name and network address.

17.4.3. It must be clearly stated as to who owns and has control over the data that the State of Delaware houses in the Bidder's cloud. That is, who has the right to copy, read, update, delete, download and upload the data at will without permission or restriction?

17.5. Security

17.5.1. Describe the standard security measures and features that are provided for your hosted and managed offerings.

17.5.2. Describe how the proposed solution protects against viruses, hacking, and fraud.

17.5.3. Describe the available measures to manage attacks in progress that are included as standard in the proposed solution at no additional cost to the State.

17.5.4. Delineate the responsibilities for security measures between the State and your hosted/managed IP offerings against risks such as:

17.5.5. Unauthorized or fraudulent use

17.5.6. Unauthorized invasion of privacy during communications sessions

17.5.7. Hacker attack

17.5.8. Virus and worm attack.

17.5.9. Denial-of-service (DOS) attacks.

17.5.10. Describe how the State's applications will be protected from other (external) entities to ensure that no accidental or intentional access occurs. How many individuals have access to entire system? How would the system prevent State staff from accessing other users? How would the system prevent State staff from accessing the telephones of other State Departments?

17.5.11. Does the Bidder offer published security guidelines? Provide a brief description (or the URL address) of your security measures.

17.5.12. Please state the Bidder's certified compliance to Federal, State of Delaware and international regulatory standards, and guidelines, for examples:

- Electronic Communications Privacy Act (ECPA); Stored Communications Act (SCA)
- USA Patriot Act (including National Security Letters; FISA warrants)
- Warrants and Subpoenas Generally
- Data security issues and data breach notification
- Family Educational Rights and Privacy Act (FERPA)
- Gramm-Leach-Bliley Act (GLBA)
- Health Insurance Portability and Accountability Act (HIPAA)

STATE OF DELAWARE

- Health Information Technology for Economic and Clinical Health (HITECH) Act
- Sarbanes Oxley
- State Laws and Regulations
- Section 5 of the FTC Act
- FISMA, ISO 27001, SAS Type II)

17.5.13. Describe the Bidder's data security breach procedures and responsibilities.

17.5.14. Describe the process that the Bidder follows to destroy and confirm the destruction of the State of Delaware's data.

17.5.15. Will the Provider read, use, sell, or otherwise access the State of Delaware's data (if so, how and why)?

17.5.16. Will the State have access to system logs, if so, how?

17.5.17. The State is interested in encrypting all telephone calls across the network. State the level of encryption provided by the proposed solution. Identify how encryption takes place and where it is enabled in the process (for example, end-to-end encryption. Please discuss the proposed solutions capability to:

- Encrypt calls from the proposed telephone sets to the PSTN through the gateway.
- Encrypt station-to-station calls across the network using the proposed telephone sets.

17.5.18. Can people authenticate through a single sign-on? If not, explain the authentication mechanism and the differences in authentication for various cloud capabilities in order to give the State of Delaware an understanding of how users authenticate in various situations.

17.6. VoIP, Hosted & Managed IP Systems

17.6.1. General Characteristics

The IP system must, at a minimum, provide for:

- An on-site gateway dedicated solely to the voice services provided;
- Local PSTN connectivity using to provide for local identity and to maintain existing telephone numbers;
- Back-up power to support the local gateway;
- Voice mail functionality, either provided from the local gateway, or the centralized call management system; where possible, unified messaging from the State's MicroSoft Exchange platform is preferable.
- The cost of local calling: The State will provide for either switched or dedicated access to its selected long distance provider. However, the cost of all local calling – access facilities and flat-rated local usage – is to be included in the monthly per line rate.

17.6.2. Voice Over Internet Protocol (VoIP)

17.6.3. Describe the available VoIP Telephony solutions.

17.6.4. Describe Voice over IP capabilities and features including the following:

- Connectivity to the switch or LAN/WAN
- Standards compliance
- Hardware compliance
- Software compliance
- Impact on network bandwidth
- User interface

17.6.5. Describe any multimedia over IP capabilities and features including the following:

- Connectivity to the switch or LAN/WAN
- Standards compliance
- Hardware compliance
- Software compliance
- Impact on network bandwidth
- User interface

17.6.6. Contractor must host all solutions within in the United States and shall provide hosting facilities for approved State systems that will not be hosted on the State network, or within one of the State's data

STATE OF DELAWARE

centers. At a minimum, hosting services shall include both managed services and facility-only services in accordance with the DTI policies and standards.

- 17.6.7. The preference of the State is not to own any physical equipment or software associated with the provisioning of this IP system, other than possibly the IP telephone sets. The State may or may not provide any connectivity to the PSTN for local calling purposes. The State is not interested in direct payment of maintenance or repair costs associated with the use of this system. The State's desire is to obtain this system much as it obtains the current Centrex services in use by the State. That is, the State's expectation is to pay a specific, pre-determined, guaranteed cost per station line for the IP system. This cost per station is to include:
- All system common equipment and software,
 - All network connectivity to the PSTN, if provided by the vendor,
 - All local usage associated with PSTN calling, if provided by the vendor, and
 - All maintenance and repair costs for the system.
- 17.6.8. The State understands that the desired pricing environment may place limitations on a minimum number of lines in the initial installation. Discuss the line size constraints from the perspective of a minimum number of lines across the State. If minimums exist in either situation, discuss the specific minimum requirements.
- 17.6.9. The demarcation point between the VoIP network offering of the provider and the State's LAN will be a State-provided connection on the LAN side of the local gateway.
- 17.6.10. The State will be responsible to provide all compatible LAN components – switches, routers, etc. – as defined by the vendor in the specific proposal. The State will be responsible for the provisioning of all VLAN connectivity and QoS to support the VoIP application on the State LAN(s). Further the State is also responsible for all copper and fiber optic media to support the LAN infrastructure necessary to provide the station level transmission requirements of the IP system as defined in this proposal.
- 17.6.11. Describe the minimum standards that the State network switching and routing equipment must support in order to support VoIP the proposed telephone sets.
- 17.6.12. If power-over-Ethernet switches are not available at a specific site, please describe the recommended method of providing power to the three telephone set types.
- 17.6.13. Describe the minimum standards required of the structured cabling system at each site in order to support the proposed VoIP telephone sets.
- 17.6.14. For the centralized call management system provide:
- Name of manufacturer
 - Model of product
 - General availability release date of product
 - Approximate number of systems installed in US
 - Approximate number of systems installed in US by proposer
- 17.6.15. For the voice gateway systems provide:
- Name of manufacturer
 - Model of product
 - General availability release date of product
 - Approximate number of systems installed in US
 - Approximate number of systems installed in US by proposer
- 17.6.16. Given the State's responsibility for LAN components, and the State's desire to perform day-to-day additions, moves and changes, discuss in detail:
- The management of the system
 - The monitoring of the system
 - The troubleshooting capabilities of the proposed system including:
 - Problem diagnosis for poor quality phones calls
 - Troubleshooting for dropped calls
 - Problems connecting to voice mail
 - Resolution of issues with features and functions of the phones

STATE OF DELAWARE

- Problems with acquiring dial tone
- The provisions of the system to isolate the system from other LAN-based applications.

17.6.17. The State wishes to perform day-to-day additions, moves and changes for sites converted to VoIP. Specifically discuss the software access required to make telephone station, telephone features and voice mail changes, and the provisions of the system to isolate the system from other shared-platform applications.

17.7. Quality of Service & Uptime Reporting

17.7.1. The State requires the proposer to maintain an average Uptime Availability of 99.99% for all hosted VoIP telephone sets, and a voice traffic grade of service of P.01.

17.7.2. Describe potential system reporting alternatives that would support uptime Service Level Agreements for the entire system, for telephone sets and for call quality.

17.7.3. Describe the process of Quality of Service (QOS) testing that will be used to ensure the superior voice transmission performance of the proposed system. Clearly define the task to be performed by the vendor implementation team, and the involvement of the customer. Be specific about any network utilization information the customer may be required to provide. Where applicable, include quantitative call quality measures and targets.

17.7.4. The system should include standard reporting tools that would:

- Provide measurements for call quality and summarize the number of poor quality calls. Describe the measurements recommended.
- Provide the State with measurements for poor call quality by LAN or site such that the State could proactively make network improvements. Describe how this will be accomplished.
- Provide measurements for telephone set downtime. Describe how this will be accomplished.

17.7.5. Describe reports and measurements that summarize gateway uptime and vendor network uptime.

17.8. Performance reviews

17.8.1. Describe how regular service performance reviews will be provided. Does the Bidder agree to review the following items with the State on a monthly basis?

- Overall performance against SLAs
- Major incidents affecting hosted applications availability
- New projects
- Major change notices

17.8.2. State how the Bidder will comply with the State's requirement of a semi-annual customer satisfaction review meeting to discussion and review recent and planned managed service enhancements, new products, etc. in order to identify opportunities for business benefit to the State of Delaware.

17.8.3. The Bidder will comply with the State of Delaware's requirement of an annual review meeting to discuss:

- Changes to applications, processes, and / or data that the State of Delaware may be implementing within 12 to 36 months
- SLA metrics
- Price benchmarking

17.9. Redundancy & Survivability

17.9.1. Address in detail the available options to provide system redundancy. Specifically address the levels at which the various system components can be supported by "hot standby" back-up components. Describe any loss of service associated with the failure of a primary component and the transition to a secondary component.

17.9.2. Describe the redundancy features of the proposed system:

- Redundancy features of the core call processing system.
- Redundancy features of VoIP gateways.

STATE OF DELAWARE

- 17.9.3. The State expects the proposals to include UPS systems that provide a minimum 10 minutes of uptime to the customer premise gateway systems. The proposer will be required to provide all necessary back-up power to maintain system components, other than telephone stations.
- 17.9.4. Address in detail the available options to maintain station-to-station calling, and access to the PSTN in the event of a failure of the of network facility linking the off-site host and the on-site gateway.
- 17.9.5. Describe the survivability capabilities offered for the proposed solution in the event of a full network failure between a location and the provider's cloud. What functionality survives and what is lost at each location?

17.10. Scalability

- 17.10.1. Discuss the "scalability" of the proposed system. Specifically discuss the on-site hardware / software changes that would be required to move from a 20-station installation to a 2,000-station installation, and any impact to the State of these changes.
- 17.10.2. Discuss the "scalability" of the centralized call management system. Specifically discuss how the State could use this system to deploy 15,000 stations at approximately 300 locations throughout the State of Delaware, from the perspective of protecting any investment of the State in this application, and any impact to the State of these changes.
- 17.10.3. Discuss the capabilities of the proposed system to provide hosted VoIP services anywhere within the State of Delaware. The State's desire is that this service be ubiquitous, and transparent to the Local Exchange Carrier in any county. Be specific about any areas of the State in which the proposed service may not be available.
- 17.10.4. Will the State share any centralized components with other users? If so, describe the capabilities of the proposed system to ensure services subscribed to by the State will not be degraded by the addition of other users.
- 17.10.5. Describe how the vendor will ensure that system maintenance procedures for other users will not negatively affect State users.
- 17.10.6. Describe how system upgrades for the shared system will be performed. Include the following in your discussion:
 - Will all users be upgraded at one time or will each customer system be upgraded separately?
 - Please describe how operating system upgrades will be performed for the shared systems.

17.11. Stations

- 17.11.1. Provide manufacturer, model number and feature information on the telephone sets being proposed .
- 17.11.2. For the proposed purchase price, provide a guaranteed annual maintenance cost for set replacement and maintenance, on a one-day drop-ship basis, for the 12-month period after the expiration of the initial warranty period. This information must be detailed.
- 17.11.3. This proposal must include a listing of specific telephone sets available. The listing must include guaranteed maximum pricing for each of the listed telephone sets, including any installation costs. Over the term of the agreement, the proposer may add or delete telephone station equipment from the list and may reduce pricing on a specific set but may not increase pricing on any sets. Pricing must be detailed.
- 17.11.4. Provide a complete listing of all voice system features, including written description of the feature. This listing will be reviewed for thoroughness and long-term capability to address State requirements.

17.12. Support

- 17.12.1. The State will require specific support services from the successful provider. The performance of these services must be measurable, and the measurements reported to the State on a quarterly basis. Liquidated damages will be required for failure to meet negotiated standards (See SLA and Penalties) in each of the following areas:

STATE OF DELAWARE

- Service Ordering & Quote Requests
- Billing errors
- Trouble reporting
- Trouble resolution

17.12.2. The State will require a specific Customer Care staff. The State is not interested in accessing a general Customer Care call center, but is seeking to reach Customer Care personnel who are trained on the specific requirements, services and functions utilized by the State. A dedicated Customer Care team should be assigned to the State account including all the associated entities such as School Districts, Quasi-State Agencies, Municipalities and Volunteer Fire Companies.

17.12.3. Are the bidder's technicians assigned to a specific group of users? How do technicians support all users sharing the platform?

17.12.4. In a shared environment, how would the State perform day-to-day additions, moves and changes?

17.12.5. How will patches and versioning be handled?

17.12.6. Will the Provider inform the State in advance of changes to the environment?

17.12.7. Can the State test and approve the changes before they become production?

17.12.8. What root-cause toolsets will the Provider offer / allow the State?

17.12.9. Describe the process to set up, modify, and delete an environment (for examples, GUI, phone interview, Wizard).

17.13. Managed IP Systems

17.13.1. The State views this category of system as fundamentally similar to the Hosted IP System from a technological and operational perspective. The primary difference being State ownership of the centralized call management system and associated gateways, please refer to "Hosted IP Systems" for all other specifications.

17.13.2. The expectation of the State is that the proposer will manage – provide upgrades, enhancements, maintenance, repair, troubleshooting, and all management elements other than moves, additions and changes – on this classification of system. The centralized call management system may be one centrally located system, or multiple systems distributed at various State-owned facilities and transparently linked through the use of the State's private network. In either case, the vendor will provide management of the system.

17.13.3. Centralized call management system to be located on-site at a State location. System must interface with MicroSoft Exchange for unified messaging and provide access to any interexchange carrier designated by the State.

17.13.4. Connectivity to private and public IP networks and PSTN will be provided by the State under separate contractual agreements.

17.13.5. A required gateway dedicated to voice services and providing access to local PSTN services and any interexchange carrier designated by the State.

17.13.6. The State is particularly interested in as much system transparency as possible with associated Centrex, PRI and SIP systems. For instance, a specific location may utilize a Managed IP system, while the rest of the agency continues to utilize State CENTREX, PRI or SIP service. Therefore, the Managed IP system is required to provide dial plan compatibility and basic voice feature compatibility – call transfer, call forwarding - with the existing system.

17.13.7. VoIP telephone station equipment and VoIP voice functionality must be detailed.

17.13.8. State will provide all required intra-facility infrastructure and cabling, and any necessary LAN compatibility, as defined within by the bidder in the response to this RFP.

17.13.9. The State anticipates procuring this service at a monthly per station cost. The State is open to other pricing options, however the State will evaluate the proposal on the basis of cost-per-station.

17.13.10. The State is seeking the following options for the pricing of telephone sets as part of this network offering:

- A one-time purchase price for at least two types of voice telephone sets – basic/ average user, and high volume/answering point. The purchase price must include all shipping,

STATE OF DELAWARE

delivery, installation and training costs, and the cost of a 12-month set replacement warranty from the date of installation.

- Headsets (corded and wireless) commonly available and compatible with the proposed voice terminals.
- For the proposed purchase price, provide a guaranteed annual maintenance cost for set replacement and maintenance on a business day basis for the 12-month period after the expiration of the initial warranty period.

18. Call Loggers & Recorders

Required Features and Functions

18.1. Open Architecture:

- Windows or IP-based platform
- standalone recording system, network server or hosted/managed solution
- 4 to 144 channels per server
- digital or analog voice interface cards for simple connectivity to Analog, T1, E1, ISDN PRI/PRA, PCM30 trunks, SIP trunking or standard analog extensions
- calls archive to DAT (DDS2 or DDS3), Magneto-Optical, DVD-RAM cartridges or SAN storage
- LAN/WAN interconnect
- supports IP network transport protocols
- user access from any Windows workstation or Computer Aided Dispatch (CAD) station
- CTI link options support integration with most major PBX and ACD systems
- Motorola & EF Johnson Radio Trunking connectivity
- Multi-permission user log-ins with password protection
- Pre-defined and customizable user profiles

18.2. User Interface:

- graphical "Windows" interface
- easy-to-understand mouse controls
- real-time channel activity indicator
- real-time "live" monitoring of conversations
- search and playback controls
- multi-recording playback options
- archiving status
- visible and audible alarms; optional dial-out alarms
- help functions

18.3. Recording, Cataloging, Recall, Playback:

- record any combination of handsets, headsets, lines, trunks, microphones, or speakers
- automatically detect, sample, compress, and store audio for future playback
- capture call-specific data, such as; date, time, channel, duration of call, dialed digits, as well as agent name, Caller ID, Incoming DNIS (Dialed Number Identification Service) where available
- cataloging and retrieval system supports multi-parameter searches, for ready access to conversations from online disk or tape, or from archival SAN storage
- recording retrieval using browser technology
- remote access client software options for replay of calls on disk, via LAN or WAN
- instant recall client software for full 24-hour access
- DTMF playback option for replay of calls on disk from any phone
- Record according to predefined schedules
- Record based on CTI Criteria including DNIS, Routes, ANI, inbound or outbound only

STATE OF DELAWARE

- Record a specific number of calls or a percentage of calls per agent or group
- Record-On-Demand initiated by supervisors
- Real-Time Call Monitoring
- Real-Time Call Scanning
- Different parameters by group, call center or even per caller
- Drag and Drop Explorer interface
- Real Time call status information
- Record screens with voice

18.4. Record on Demand:

- record on demand via network to control the recording sessions
- Windows browser access to start and stop individual recordings, or begin and end multi-call recording sessions
- searchable parameters input by the agent (such as account codes)
- support direct station connections and optional concentrated recording modes
- query and control capability to automate and integrate the recording process
- begin recording automatically-without agent action-when the agent's screen-interface progresses to a pre-selected point, such as when a transaction begins add transaction-specific data to the recording database
- scheduled or randomized recording of agents for the purpose of quality assurance and evaluation

18.5. Agents' features:

- Criteria based, scheduled recording to allow customers to pre-determine which call types to record for logging and/or evaluation purposes
- Record based on percentage of calls by DNIS, ANI, ACD Routes or according to Agent Schedule
- CTI connectivity to major PBX/ACD's (analog, T1, E1, ISDN,SIP)
- Create schedules by DNIS, ANI, agent grouping
- Recording frequency available by agent tenure or skill level
- Record-On-Demand initiated either by the agents or the supervisor
- API available for Event Driven Recording
- Agent audio scanning for real time monitoring of multiple agents or groups
- Call archiving to removable media including DVD-RAM, Magneto Optical and DAT or SAN
- API to allow custom integrations to Call Center databases
- Agent evaluation software structured with a relational database to report quality trends by agent group, individual or task-related initiative
- Color coded system to prioritize agents for monitoring
- System edits to identify skill set deficiencies
- Real-time historical agent trending
- Ability for multiple scoring templates
- Trend quality scores by agent group or call center
- Relational database for multi-agent relationship reporting
- Monitor agents from one main screen

18.6. Voice synchronized screen capture:

- Allow for a complete review of agent's screens to evaluate the effect that the agent's knowledge of screen flows, and data entry skills, have on call handling
- Only record screen changes for low impact on LAN
- Capture multiple screens simultaneously
- Supervisor can take control of the agent screen for real-time assistance

STATE OF DELAWARE

SYSTEM SPECIFICATIONS (continued)

19. Uninterruptible Power Supply (UPS)

There may be a need for UPS on any system installed. Design engineering services may also be required to insure sufficient back-up power is provided.

19.1. Required Features and Functions:

The UPS must be sized to adequately match the requirements of the system so as to maintain power for various time periods:

- One Hour
- Four Hours
- Eight Hours

19.2. Does your company provide start-up service on the UPS equipment and batteries?

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

- 20.1. All services and products requested within this RFP will be made available to schools and libraries statewide and must therefore meet all E-Rate guidelines for eligible services and products, service providers, and contracts. A provider's failure to prove eligibility for E-Rate will eliminate them from consideration for these contracts. A provider's failure to commit to all required participation guidelines will eliminate them from consideration. The E-Rate benefit to the State of Delaware is in the millions of dollars and cannot be jeopardized by introducing problems with the contracts and/or providers resulting from this RFP. Therefore, throughout this RFP there are references to E-Rate requirements, as well as potential conversion costs, as they may relate to potential delays or issues associated with establishing valid eligible contracts for E-Rate eligible customers statewide. Because the use of the resulting contracts by the K-12 schools and libraries is at their option, no usage or inventory information can be made available.
- 20.2. As the result of the Telecommunications Act of 1996, Congress directed the Federal Communications Commission (FCC) to —establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries. The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the \$2.25 billion (annual) program known as E-Rate. Schools and libraries must apply for eligible services, from eligible service providers, every year. The eligible services fall into one of four categories:
- 1) Telecommunications
 - 2) Internet Access
 - 3) Internal Connections
 - 4) Basic Maintenance
- 20.3. Price increases in addition to those prices bid for this RFP response may not be charged to libraries and K-12 schools.
- 20.4. Vendor Requirements for Participation: Providers of telecommunication services must meet certain qualifications to be eligible to provide the services and receive USAC reimbursement. To be an Eligible Telecommunications Provider (ETP), a USAC term used for —telecommunications carrier, the provider must:
- 20.4.1. Contribute to the Universal Service Fund (USF)
 - 20.4.2. Provide telecommunications services on a common carrier basis
 - 20.4.3. File an FCC Form 498, Service Provider Information Form
 - 20.4.4. Obtain a Service Provider Identification Number (SPIN) through the Form 498
 - 20.4.5. File an FCC Form 473, Service Provider Annual Certification Form, on an annual basis
 - 20.4.6. File an FCC Form 499
- 20.5. The FCC has determined that in order to provide Telecommunications Services (voice, video or data transport), the Service Provider must provide such services on a common carrier basis. The FCC has placed no restrictions on the Service Providers who offer Internet Access or Internal Connections services, beyond general compliance with program rules. These guidelines can be found in much greater detail by visiting <http://www.sl.universalservice.org/vendor/manual/>.
- 20.6. Red Light Rule: The FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Commission. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) and no invoices will be paid.

STATE OF DELAWARE

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

20.7. Service Provider Responsibilities:

20.7.1. To provide, as part of the RFP response, the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Service provider's company.

20.7.2. To provide, as part of the RFP response, the Service provider's SPIN.

20.7.3. To maintain the Service Provider Annual Certification Form.

20.7.4. To notify the State in the event the Service provider has been subjected to the —Red Light Rulell.

20.7.5. To ensure, to the best of the Service Provider's ability, that all services for which E-Rate discount is sought are indeed eligible services as described in the Eligible Services List <http://www.sl.universalservice.org/reference/eligible.asp>.

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

20.8. E-Rate Funding: The E-Rate funding year starts July 1st and ends June 30th of the following year. SLD generally is unable to issue Funding Commitment Decision Letters (FCDL), before the July 1st start date. Therefore, service providers will be unable to get USAC reimbursements until sometime later in the year; in some cases even in the last quarter. Most applicants simply do not have the budgets to pay full, undiscounted prices for services, especially recurring services, until the time they get notification of funding approval. Any service provider that is able to offer discounted service rates, at a rate close to the applicant's projected discount, will receive additional consideration during evaluation. The State understands the effect that the Universal Service Fund, E-Rate, and Rural Health Care Program have on both the Local Exchange Carriers (LEC) and the Interexchange Carriers (IXC). The offerors should detail any and all costs related to USF, E-Rate, and Rural Health Care Program, i.e., USF percentage. Information provided should specifically detail the offeror's intent to either absorb all access reform related costs or pass these charges to the State.

20.9. Failure to detail these costs will prevent the Contractor from having the opportunity to pass these charges to the State or its agencies and institutions.

20.10. Offerors will merit higher scores in the evaluation process if they are able to absorb these costs as a part of doing business.

20.11. Contractors not electing to absorb these costs must provide a price cap on (USF) and (PIC-C) charges to be honored throughout the length of the contract.

20.12. All respondents will verify their familiarity with Federal and State statutory and regulatory requirements regarding the provision of telecommunications services in accordance with the Universal Service Administrative Company and the Schools & Libraries Division as it relates to the provisions of the E-Rate Program.

STATE OF DELAWARE

APPENDIX B – USE EXCEL FILE