



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware
LOCAL TELEPHONE SERVICE
Request for Proposal
Contract No. GSS14580-LOCAL_SVC

Tue., January 14, 2014

**- Deadline to Respond -
Friday, February 28, 2014
1:00 PM (Local Time)**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: January 14, 2014

CONTRACT NO. GSS14580-LOCAL_SVC

ALL OFFERORS:

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

REQUEST FOR PROPOSAL - CONTRACT NO. GSS14580-LOCAL_SVC

- 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 5 – Confidentiality and Proprietary Information
 - e. Attachment 6 – Business References
 - f. Attachment 7 – Subcontractor Information Form
 - g. Attachment 8 – Monthly Usage Report
 - h. Attachment 9 – Subcontracting (2nd tier spend) Report
 - i. Attachment 10 – Office of Supplier Diversity Certification Application
 - j. Attachment 11 – Bond Form
 - k. Attachment 12 – Proposal Reply Requirements
 - l. Appendix A – Scope of Work details
 - m. Exhibit A – Current Line Configuration
 - n. Appendix B – Pricing Form(s) and Instructions (if applicable)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and offeror name by **1:00 p.m. Local Time, Fri., Feb. 28, 2014** to be considered.

Proposals must be mailed to:

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

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Roxann Parker at 302-857-4555 or email Roxann.parker@state.de.us

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for the Department of Technology and Information (DTI) to acquire local exchange voice services and transport services on behalf of the State of Delaware, its Agencies and School Districts. It shall be made available to other municipalities, commissions and other State funded entities/non-profits that are authorized to participate in contracts for services.

It is the goal of this Request for Proposal to identify a responsive and responsible vendor and execute a contract to provide Statewide delivery and installation of local exchange voice services and transport services

1. COMPETITIVE SEALED PROPOSAL

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

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

2. CONTRACT REQUIREMENTS

This contract will be issued to allow the Department of Technology and Information (DTI) to acquire local exchange voice services and transport services on behalf of the State of Delaware, its Agencies and School Districts. It shall be made available to other municipalities, commissions and other State funded entities/non-profits that are authorized to participate in contracts for services.

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.

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4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

5. CONTRACT PERIOD

Each Offeror's contract shall be valid for a three (3) year period from July 1, 2014 through June 30, 2017. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Offeror and 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. Offerors 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 Offerors	Tue., January 14, 2014
Mandatory Pre-bid Conference	No Pre-bid Meeting
Written Questions Due No Later Than (NLT)	Tue. January 28, 2014 4:00 p.m. Local Time
Written Answers Due/Posted to Website NLT	Fri., January 31, 2014
Proposals Due NLT	Fri., February 28, 2014 1:00 p.m. Local Time
Public Proposal Opening	Fri., February 28, 2014 1:00 p.m. Local Time
Proposal Evaluation/Presentations as required	To be Determined
Offeror Best & Final Discussions, as required	To be Determined
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by 4:00 p.m. Local Time, Tue., January 28, 2014. All questions will be answered in writing by Fri., January 31, 2014 and posted on <http://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.

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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 permitted or recognized as valid and may disqualify the offeror. Offerors should rely only on written statements issued by the RFP designated contact.

**Roxann Parker
State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

or

Roxann.parker@state.de.us

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

E. CONTACT WITH STATE EMPLOYEE

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

II. SCOPE OF WORK

A. OVERVIEW

The Offeror(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Local Telephone Service as described herein. The contract will require the Offeror(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. Offerors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

Bids must provide statewide coverage. Fractional geographic coverage will not be acceptable. For example, a bid for New Castle County ONLY and no coverage in Kent or Sussex Counties will not be compliant.

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Proposals must address all services, products and features listed in the RFP. Bids for partial or selected services, products and features will not be compliant. For example, a bid for all the Voice Services but none or only part of the Transport Services will not be compliant.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

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

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the offeror 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 offeror for entering information such as unit bid price, total bid price, as applicable.

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

If items are listed with a zero quantity, Offeror 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.

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

C. NON-CONFORMING PROPOSALS

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

D. CONCISE PROPOSALS

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

E. COVER LETTER

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

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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 offeror will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

H. DISCOUNT

Offerors 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 offeror shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT

Bid Bond Waived.

L. 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 (2) paper copies and five (5) electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copy does not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

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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 Fri., Feb. 28, 2014. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Roxann Parker**

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 Fri., Feb. 28, 2014. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing offeror 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 offeror proposals, each offeror 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 offerors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple offerors 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 the ninety (90) day evaluation and negotiation period, which begins immediately after bids are opened. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

An offeror may withdraw their 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.

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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, offeror 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 REQUEST FOR PROPOSAL (RFP)

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

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the offeror 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 offerors proposal to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Offeror 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 the offeror. Should offeror find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, offeror 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 offeror'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

Offerors 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 Offeror'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 Offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Offeror is taking no exceptions, respond accordingly on Attachment 3.

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W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION

All offerors 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 offeror(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.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for “matching.” If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

Y. SUBCONTRACTS

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

Z. CONFIDENTIALITY

All documents submitted as part of the offeror’s proposal will be deemed confidential during the evaluation process. Offeror 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 offeror’s information to a competing offeror 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. Offeror(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.

Offeror(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 an Offeror 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. Offeror(s) must submit such information in a separate, sealed envelope labeled “Proprietary

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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 Offeror 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. STANDARD PRACTICES

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

BB. ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- 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 Supplier Diversity Certification Application
- Attachment 11 – Bond Form
- Attachment 12 – Proposal Reply Requirements
- Appendix A – Scope of Work details
- Exhibit A – Current Line configuration
- Appendix B – Pricing Form(s) and Instructions (if applicable)

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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. Offerors submitting proposals may be afforded an opportunity for discussion. Offerors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

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 offeror.

This RFP does not constitute an offer by the State of Delaware. Offeror'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 offeror 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.

**Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Roxann Parker**

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

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5. PUBLIC OPENING OF PROPOSALS

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

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

6. DISQUALIFICATION OF OFFERORS

Any one or more of the following causes may be considered as sufficient for the disqualification of an offeror 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 offerors.
- 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 offeror 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.
- h. Bids must provide statewide coverage. Fractional geographic coverage will not be acceptable. For example, a bid for New Castle County ONLY and no coverage in Kent or Sussex Counties will not be compliant.**
- i. Proposals must address all services, products and features listed in the RFP. Bids for partial or selected services, products and features will not be compliant. For example, a bid for all the Voice Services but none or only part of the Transport Services will not be compliant.**

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.

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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 offeror certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. RESPONSIVENESS AND RESPONSIBILITY OF OFFEROR

Government Support Services shall award this contract to the most responsible and responsive offeror 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 an offeror is responsible before awarding a contract. Factors to be considered in determining if an offeror 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
4. If an offeror is determined to be non-responsible, the offeror 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 Offeror. All Offerors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

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

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all offerors during the contract review and negotiation.

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- Negotiate any aspect of the proposal with any offeror and negotiate with more than one offeror at the same time.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

D. REQUIREMENTS OF THE OFFEROR

The proposal response should contain at a minimum the following information:

- Brief history of the offeror and any subcontractor organizations.
- Offeror's experience, if any, providing similar services.
- A minimum of three references for offeror and each subcontractor listed on Attachment 6.
- Offerors financial information (balance sheets and income statements) for the past two years.
- Appendix B completed by offeror.

E. CRITERIA AND SCORING

	EVALUATION CRITERIA	
		POINTS
1.	The qualifications and experience of the persons to be assigned to the project. The demonstrated experience in providing equipment/services of comparable specifications/scope and value and project management experience.	20
2.	The ability to perform the work in the time allotted for the project, as demonstrated by the proposed commitment of management, personnel and other resources. A Project Migration Plan from the incumbent vendor to the new Contractor must be provided.	20
3.	The approach to performing the tasks set forth in the Scope of Work as expressed in the Work Plan. The understanding of the problem; details of the offering; how you plan to meet the requirements.	30
4.	The background, experience, resources, reputation, financial resources, years in business and references.	20
5.	The Offeror's location relative to the location of the required services.	20
6.	The extent to which the Offeror agrees to Delaware's basic contract terms and required provisions without seeking exception.	20
7.	Network Related Criteria: *Demonstrated experience in development and implementation *Responsiveness (degree of fit) with the requirements, and apparent overall quality of proposed software, hardware, communications and services. *Quality of technical environment and advanced services *Degree of Interoperability with Offeror's own or other State vendors' services.	20

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8.	The price proposal/pricing structure or Total Proposed Cost; life cycle costing.	50
TOTAL SCORE		200

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 offeror(s) determined to be likely to receive an award, the Procurement Evaluation Committee may issue a request for Best and Final Offers from the offeror(s).

G. REFERENCES

The Committee may contact any customer of the offeror, whether or not included in the offeror'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 offeror personnel. If the offeror 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 offerors may be invited to make oral presentations to the Committee. The offeror 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 offeror's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the offeror's responsibility.

V. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal. Prospective offerors may submit written questions to Roxann.parker@state.de.us no later than 4:00 p.m. Local time on Tue. Jan. 28, 2014.

Answers will be posted to www.bids.delaware.gov on Fri., Jan. 31, 2014.

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. Offerors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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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 offerors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Offerors and its surety as a guaranty of good faith on the part of the Offeror 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 offerors.

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 Offeror submitted on the approved form and setting forth the Offeror'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.

RFP: Request for Proposal

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

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

OFFEROR'S DEPOSIT: The security designated in the proposal to be furnished by the Offeror 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.

CENTREX LINES: Centrex is a PBX-like service providing local dialtone and switching from the central office with the termination equipment located at the carrier instead of at the customer premises.

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FLAT BUSINESS LINES: 1FB or plain old telephone service (POTS) is the voice-grade dialtone service that is based on analog signal transmission without measuring the local call units.

ISDN-BRI: Integrated Services Digital Network (ISDN) configuration intended primarily for use in subscriber dialtone lines similar to those that have long been used for voice-grade telephone service. The BRI configuration provides 2 bearer channels (B channels) at 64 kbit/sec each and 1 data channel (D Channel) at 16 kbit/sec. The B channels are used for voice or user data, and the D channel is used for any combination of data, control/signaling, and X.25 packet networking.

ISDN-PRI: The Primary Rate Interface (PRI) is a standardized telecommunications service level within the Integrated Services Network (ISDN) specification for carrying multiple DSO voice and data transmissions between a network and a user. It is based on the T-carrier (T1) line and consists of 24 channels, typically utilizing one data channel (D Channel) for signaling and carrier overhead only, with 23 bearer (B Channel) paths for voice and/or data. Seeds are 64-kbit/sec on the B Channels and 64-kbit/sec on the D channel.

DSL – BUSINESS: The most commonly installed DSL technology is delivered simultaneously with wired telephone service on the same telephone line. This is possible because DSL uses higher frequency bands for data. On the customer premises, a DSL filter on each non-DSL outlet blocks any high frequency interference to enable simultaneous use of voice and DSL services. The Bit rate of DSL services typically ranges from 256 kbit/sec to over 100 Mbit/sec in the direction to the customer (downstream), depending on DSL technology, line conditions, and service-level implementation.

OC-3c: OC-3 is a network line with transmission data rate of up to 155.52 Mbit/sec (payload: 148.608 Mbit/sec; overhead: 6.912 Mbit/sec, including path overhead) using fiber optics. Depending on the system OC-3 is also known as STS-3 (electrical level) and STM-1 (SDH) OC-3c (“c” stands for “concatenated”) concatenates three STS-1 (OC-1) frames into a single OC-3 look alike stream.

FRAME RELAY 1.536M: A telecommunication service for data transmission for intermittent traffic between local area networks (LANs) and between end-points in a wide area network (WAN.) Frame Relay puts data in variable-size units called “frames” and leaves any necessary error-correction (such as retransmission of data) up to the end-points. This speeds up overall data transmission. Frame Relay can run on fractional T-1 or full T-carrier system carriers and provides a mid-range service between basic rate ISDN at speeds from 155.520 Mbit/sec to 622.080 Mbit/sec

TLS 10M: A data transport service from a carrier linking together remote Ethernet networks. It is called “transparent” because the connected networks are viewed as one contiguous network by the customer, regardless of the deployed technology by the carrier in between. Speed: 10 Mbit/sec

TLS 100M: A data transport service from a carrier linking together remote Ethernet networks. It is called “transparent” because the connected networks are viewed as one contiguous network by the customer, regardless of the deployed technology by the carrier in between. Speed: 100 Mbit/sec

TLS 1000M: A data transport service from a carrier linking together remote Ethernet networks. It is called “transparent” because the connected networks are viewed as one contiguous network by the customer, regardless of the deployed technology by the carrier in between. Speed: 1000 Mbit/sec

DID STATIONS (PRICE=BLOCKS OF 20): Direct Inward Dialing station extension numbers obtained from the carrier to give the ability for an outside caller to dial directly to a station without going through an attendant or auto-attendant. Usually terminate in a SIP trunk or ISDN-PRI circuit.

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SIP: Session Initiation Protocol (SIP) is a signaling protocol widely used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP). A SIP trunk connects a company's private branch exchange (PBX) telephone system or Voice over Internet Protocol system to the public switched telephone network (PSTN) via the Internet.

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. Offeror 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 offeror.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Offeror shall examine carefully the proposal and the contract forms for the material contemplated. The Offeror 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 Offeror 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 offerors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Offerors shall routinely offer to add to the core list material that has been identified as necessary. The Offerors 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 Offeror. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

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5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the offeror's proposal will be deemed confidential during the evaluation process. Offeror 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 offeror's information to a competing offeror 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. Offeror(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.

Offeror(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 offeror 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. Offeror(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 Offeror'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 Offeror 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 Offeror 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. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

8. PERMITS AND LICENSES

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

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9. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Offeror 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 Offeror 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.

10. 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 Offeror 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.

11. 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 Offeror. Each Offeror shall take its exemption into account in calculating its bid for its work.

12. INVOICING

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

13. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The

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contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

14. PRICES

Prices and/or rates shall remain firm for the initial three (3) 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.

15. COOPERATIVES

Offerors who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

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16. PRICE ADJUSTMENT

The Offeror 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 three (3) year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

17. SHIPPING TERMS

FOB Destination, freight prepaid.

18. INDEPENDENT CONTRACTORS

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

19. 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.

20. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

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

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

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c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

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

and

e. 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.

and

f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, 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
Government Support Services
Contract #GSS14580-LOCAL_SVC
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

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

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

21. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Offeror 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: 302-577-8778.
<http://revenue.delaware.gov/services/BusServices.shtml>

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.

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22. INDEMNIFICATION

- a. **General Indemnification**: By submitting a proposal, the proposing offeror 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 offeror'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**: Offeror 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 offeror in writing and offeror shall defend such claim, suit or action at offeror's expense, and offeror 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 offeror (collectively "Products") is or in offeror's reasonable judgment is likely to be, held to constitute an infringing product, offeror shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. 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.

23. NON-PERFORMANCE

In the event the Offeror 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 Offeror. Under no circumstances shall monies be due the Offeror in the event open market products can be obtained below contract cost. Any monies charged to the Offeror may be deducted from an open invoice.

24. FORCE MAJEURE

Neither the offeror 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.

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25. OFFEROR NON-ENTITLEMENT

State of Delaware Offerors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Offerors may not seek business from another Offerors' 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 Offeror choosing to work with another Offeror who holds a State Central Contract for private business.

26. 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 offeror 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 offeror on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted offeror prior to a waiver being granted.

27. I FOUND IT CHEAPER

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 State employee or vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

28. 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 parties.

A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to offerorusage@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Offerors who are determined to be in default of this mandatory report requirement may

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have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Orders 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses (VOBE) including Service Disabled Veteran Owned Businesses (SDVOBE), the State of Delaware is committed to supporting its diverse business industry and population. The successful Offeror will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at offerorusage@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.

29. 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.

30. 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.

31. METHOD OF PAYMENT

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

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

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- 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.

32. 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 offerors 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.

33. 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.

34. OFFEROR RESPONSIBILITY

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

35. OFFEROR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Offeror 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 Offeror have been met.

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36. 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>.

37. PERSONNEL/EQUIPMENT/SERVICES

- a. The Offeror 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 Offeror 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.

38. MINIMUM WAGE RATES

Work performed under this solicitation 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>.

39. PREVAILING WAGE

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated

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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.

40. 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 Offeror 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.

41. 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

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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.

42. 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 Offeror'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.

43. INTEREST OF OFFEROR

The Offeror 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 Offeror further covenants, that in the performance of this contract, no person having any such interest shall be employed.

44. 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.

45. 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.

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46. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Offeror 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.

47. 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.

48. COVENANT AGAINST CONTINGENT FEES

The Offeror 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.

49. 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.

50. AFFIRMATION

The Offeror 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.

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51. 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.

52. 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.

53. AMENDMENTS

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

54. 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.

55. 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.

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- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

56. 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

57. ASSIGNMENT

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

58. NOTICE

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

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

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59. OFFEROR EMERGENCY RESPONSE POINT OF CONTACT

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

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

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

2. MATERIAL GUARANTY

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

3. AWARD OF CONTRACT

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

4. EXECUTION OF CONTRACT

The Offeror (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 Offeror(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 Offeror(s) will be executed with Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

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

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VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS14580-LOCAL SVC

LOCAL TELEPHONE SERVICE

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, Government Support Services by 1:00 p.m. Local Time, Fri. Feb. 28, 2014 (Local Time) at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Questions may be submitted in writing to Roxann.parker@state.de.us no later than 4:00 p.m. local time Tue., Jan. 28, 2014. Answers will be posted to www.bids.delaware.gov on Fri., Jan. 31, 2014.

Proposals must be mailed to:

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

PUBLIC PROPOSAL OPENINGS

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

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

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

NO PROPOSAL REPLY FORM

Contract No.: **GSS14580-LOCAL_SVC** Contract Title: **LOCAL TELEPHONE SERVICE**

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

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

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

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

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

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

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

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

- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

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

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

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Attachment 2

CONTRACT NO.: GSS14580-LOCAL_SVC TITLE: LOCAL TELEPHONE SERVICE
DEADLINE TO RESPOND: Fri. Feb., 28, 2014 1:00 P.M. Local Time

NON-COLLUSION STATEMENT

This is to certify that the undersigned Offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Offeror who also submitted a proposal as a primary Offeror in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

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

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

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

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____ E-RATE SPIN NUMBER: _____

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 FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 6

Contract No.: **GSS14580-LOCAL_SVC**
Contract Name: **LOCAL TELEPHONE SERVICE**

BUSINESS REFERENCES FORM

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.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Offeror (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Offeror (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Offeror (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 7

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING OFFEROR		
1. CONTRACT NO. GSS14580-LOCAL_SVC	2. Proposing Offeror Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD 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 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned 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

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:

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

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

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Attachment 11

BOND HAS BEEN WAIVED

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

_____ (Seal)

Name of Surety

_____ (Seal)

Title

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Attachment 12

PROPOSAL REPLY REQUIREMENTS

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.
2. Offeror shall provide a detailed description of services to be provided, and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the offeror proposal.

Include catalogs or links, if that is what is asked for.

Offerors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
4. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
6. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
7. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.
8. One (1) complete OSD Application (see link on Attachment 10) – optional, only provide if applicable

The items listed above provide the basis for evaluating each offeror's proposal. **Failure to provide all appropriate information may deem the submitting offeror as "non-responsive" and exclude the offeror from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

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PROPOSAL REPLY REQUIREMENTS (CONT'D)

Offerors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. Two (2) paper copies of the offeror proposal paperwork.
2. Five (5) electronic copy of the offeror proposal saved to CD or DVD media disk, or USB memory stick. Any copies of electronic price files shall be included on the same electronic media, but shall be saved separately from.

The State will not accept the use of URLs in a proposal to satisfy any material term of the RFP. If a preprinted or other document, included as part of the proposal, contains a URL, a copy of the URL page shall be provided and will be considered as part of the proposal. Any additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages is also provided.

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**APPENDIX A
SCOPE OF WORK**

The Department of Technology and Information (DTI) will acquire local exchange voice services and transport services on the behalf of the State of Delaware, its Agencies and School Districts. It shall be made available to other municipalities, commissions and other State funded entities/non-profits that are authorized to participate in contracts for services.

The following specifications are for the establishment of a requirements-type contract, with firm fixed prices, for the delivery and installation of local exchange and transport services. These specifications were prepared solely by the Department of Technology and Information.

Voice Services – Required

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

Transport Services - Required

- ISDN BRI / PRI
- DSL
- Fiber Optic Service
- Dedicated Circuits (TLS, OC-x, DS-x or equivalents)
- Session Initiation Protocol (SIP) Trunking

For current contract information, please refer to: http://contracts.delaware.gov/contracts_detail.asp?i=46

See Exhibit A for breakdown of quantities and locations.

1. SERVICE COMMENCEMENT DATES:

Contractor shall deliver/install the requested Services identified ready for use effective July 1, 2014.

2. SECURE FACILITY REQUIREMENT:

The Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. It shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

Security clearance/background check for all Contractors and project staff must be obtained and provided to the State (to protect the State of Delaware from losses resulting from Contractor employee theft, fraud or dishonesty) upon request. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

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Contractor will comply with security procedures when providing services to secure and/or locked facilities in state-controlled buildings and schools. Contractor employees shall relinquish their Company Identification and State or Federal recognized identification card prior to entry into a State Correctional facility. Upon exiting of the facility they must relinquish the facility identification card. Only then will their surrendered identification be returned to them.

3. MANDATORY TECHNICAL REQUIREMENTS - LOCAL SERVICE:

- a. The Contractor shall have local calling service available at all locations, all three counties, within the State of Delaware. All local service requested as part of this RFP must be provided 24 hours a day, 365 days a year, with service to meet or exceed 99.95% availability.
- b. Digital. Analog and IP Centrex: Centrex or Centrex-like services must include station-to-station calling within the Centrex group, local telephone network access, and access to the State's long distance network/provider. Station to station calling between Centrex groups within the local calling area in selected locations, if available, is desired. All Centrex service requested as part of this RFP must be provided 24 hours a day, 365 days a year, with service to meet or exceed 99.95% availability.
- c. The State requires service comparable to services currently provided by the existing provider. Please state all features available within this service.
- d. The State cannot undergo any telephone number changes. Contractors must provide for local number portability at no charge to the State. Offerors must define the process of enacting local number portability.
- e. Each CENTREX line shall be capable of being configured with inbound and outbound calling, minimum four (4) digit station-to-station calling (intercom) within the same CENTREX block, ability to selectively allow or deny lines / trunks the ability to place long distance (toll) calls, call hold, call transfer all calls (internal and external), consultation hold, three-way calling (conference), and call forwarding-busy and no-answer (within the system), call forwarding-variable (inside and outside system), and call pick-up. Access to the State's outbound facilities should not exceed 1% blockage based on total busy hour blockage/total hour attempts.
- f. The CENTREX lines shall be capable of being configured for DTMF and loop start signaling.
- g. Upon request, the Contractor must agree to suspend Centrex service on any line or group of lines for a temporary period at a reduced line rate, not to exceed 50% of the normal monthly rates. The State expects that no non-recurring charge will be assessed for this service. This service suspension capability is required for State entities during seasonal or unique situations.
- h. Contractor must agree to make all requested changes for moves, adds, and changes to Centrex line features and attributes including changes to trunk groups and call hunting, etc. within 48 hours from the receipt of request, unless the required change is service affecting, in which case the changes must be made immediately upon receipt of request. This is a requirement for all State entities.
- i. The State may employ services to remotely access selected central office switches to make moves, adds and changes to Centrex line features and attributes on both a near real-time and batch basis. A graphical user interface (GUI) is highly desirable. This functionality should be provided at the awarded offerors' expense to accommodate future requirements. The ability to access control tables relational to translation tables to administer trunk groups, call hunting tables, etc. that will enable the user to fully administer and

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run reports mirroring a PBX administration environment is highly desirable. The specific functionality desired will be negotiated with the awarded offeror. If the Contractor is unable to provide this functionality to the State, the Contractor must agree to make all requested changes within 48 hours from the receipt of request, unless the required change is service affecting, in which case the changes must be made immediately upon receipt of request. This is a requirement for all State entities.

- j. Contractor must provide network intercept to recorded announcement as an inherent network capability when a call cannot be completed. On request by the State, the Contractor must also provide customized announcements including call referral to another number. The Contractor must allow intercept announcements for a minimum of six (6) months for number changes or until the new number is published in a directory of the most commonly used LEC in the respective service area.
- k. The ability to restrict lines from dialing certain NPA's such as 700, 900 and 976 and the ability to restrict lines from receiving Collect and Third Party Billed calls is required.
- l. Integrated Voice Mail Service shall be available with the CENTREX lines. Each voice mailbox shall be configured to provide a minimum of fifteen (15) minutes of storage for recorded voice messages and greetings. The Voice Mail Service shall allow interactive messaging among voice mailboxes to provide capabilities such as message forwarding, broadcast messages, etc. All available options for provisioning Voice Mail Service are to be offered with pricing options clearly itemized. The Voice Mail Service shall be integrated with the local line service to automatically activate visual message waiting indicators of system-compatible analog and digital telephone sets. The visual signals shall be activated when messages have been received in the voice mailboxes associated with the lines to which the telephones are connected. The Voice Mail System shall also be capable of generating an audible message waiting indication (stutter dial tone) to signal that a message has been left in the voice mailbox assigned to a line connected to a telephone that is not equipped with visual message waiting indication. The message waiting indicators (visual and audible) shall be automatically deactivated when the messages in the voice mailboxes have been reviewed and properly processed.
- m. The Voice Mail System shall provide callers the option to dial a single digit (preferably "0") to automatically transfer their calls to a pre-assigned "live operator", upon accessing a voice mailbox. System users shall be capable of designating any line as the line to which "operator revert" calls are transferred.
- n. Directory Services: Contractor must provide full Directory Services to the State at no additional cost. Contractor must publish a directory listing in the Blue-page directory of the most commonly used LEC in the respective service area. Any cost associated must be disclosed. Contractor must provide 24 hours-a-day directory assistance and must provide number-referral services, if required, at no cost to the State.

Directory assistance service must be provided to include requests for all domestic locations to the extent that listings are available. Directory Assistance Call Completion Service must not be allowed unless it is provided without charge.

- o. E911 and 911 Emergency calls via E911 must be carried and be compatible with all E911 emergency notification networks within the proposed areas. The Contractor must ensure that calls to E911 centers indicate the actual street level address of the calling number.

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- p. The State's current Preferred Intra-/Inter-exchange Carrier (PIC) is VERIZON BUSINESS. To be responsive, the offeror's facilities must provide "Equal Access" to all interexchange carriers (IXCs) to allow the State to route all of its outgoing long distance calls to Verizon Business, or any other IXC that the State may select to use in the future. In the space provided on the Price Schedule, offerors shall quote the firm fixed price the State will be charged to change its inter-LATA and intra-LATA PICs to another IXC at any time during the term of the contract or its renewal periods.
- q. The State currently operates a Verizon Advanced Integrated Network with Advanced Intelligent Network (AIN) connections from its three county hubs (Wilmington, Dover, Georgetown) to a master network switch. This enables the State to access its contract long distance carrier, Verizon Business, via dedicated access PRI trunks to obtain intraLATA and interLATA long distance service at dedicated access rates. Offeror must describe how they propose to carry the State's intraLATA and interLATA calling volumes to the Verizon Business point of presence to obtain the same dedicated access rates for long distance.
- r. The State currently operates a number of remotely located Centrex blocks that are provided access from those blocks to the county hubs via VPN connections so that the remote sites enjoy the same dedicated access rates for long distance as the on-network hubs. Offeror must describe how they propose to carry the State's remote sites' intraLATA and interLATA calling volumes to the Verizon Business point of presence to obtain the same dedicated access rates for long distance.

4. MANDATORY TECHNICAL REQUIREMENTS - TRANSPORT SERVICES:

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

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- i. Notification: Specify the method by which the offeror will notify the customer of service impacting events, maintenance and/or outages.
- j. Dedicated Circuits (includes Dark Fiber and/or SONET services): The State uses various types of dedicated digital facilities in various bandwidth increments. Specify the types of circuits available and in what increments these circuits are available. Include all geographic locations within the State in which these circuits are available.
- k. Installation Intervals: Assuming the offeror is acting as an agent for the State and coordinating installation of dedicated digital circuits, indicate the required time to implement each service once an order is placed.
- l. Route Diversity: Describe arrangements currently in use to provide physical route diversity for LEC-provided special access facilities between customer premises and offeror's point of presence (i.e., alternative access providers, microwave facilities, etc.).
- m. T.1 Access Circuits: T.1 access lines should be provided and configured as applicable for AMI, D4, ESF, and B8ZS framing formats. Configuration will be specified for each application. Some T.1 circuits may terminate in alternative access terminating equipment provided by the State including but not limited to ATM, fiber termination and other viable access technologies.
- n. Point to Point: Describe availability of leased dedicated lines (such as T.1's, DS-3, and Optical Carrier), that may or may not be conditioned, installed between two or more points and carries signaling and information totally provided by the State; include Ethernet and Dark Fiber. Usage must include radio control lines and video surveillance with alarm system which includes video surveillance, WAN networks and other data signaling.

5. WORK ORDER REQUESTS - EXPENSE MANAGEMENT SYSTEM (EMS):

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

Upon receipt of an EMS Order via email, the Contractor shall process the Work Order, reply via email, and update EMS with the following information:

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

6. TERMINATION OF INDIVIDUAL ORDERS:

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

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7. ADDITIONAL SERVICE OFFERINGS:

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

8. CONTRACTOR INITIATED SERVICE REPLACEMENT AND DISCONTINUATION:

The Contractor is responsible for any replacement services, products and features where the replacement is initiated by the Contractor or its manufacturer. All financial and project management obligations resulting from business decisions made by the Contractor or manufacturer will be the responsibility of the Contractor and may not impact the State's cost negatively in monthly or non-recurring charges.

Any service discontinued by the Contractor that negatively impacts the State's ability to conduct business, shall be replaced by the Contractor with an equivalent or greater technology. In such cases, the State shall not be responsible for any increase in costs beyond what the State is paying for services prior to the Contractor initiated replacement.

The replacement services or products must have the same or better functionality as the services or products contained in the original proposal. The substitution may not violate any contract provisions or state procurement laws.

9. ADDITIONAL SERVICE QUANTITIES:

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

10. MINIMUM QUANTITIES:

The Contractor may not set minimum quantities for services, products or features and may not establish penalties for failure to maintain any minimum quantities.

11. REQUIRED SERVICE DELIVERY INTERVALS:

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

12. MANDATORY INSTALLATION REQUIREMENTS:

- a. The Contractor shall terminate all services on an appropriate Contractor-provided network interface device (NID) located in the facility's building main telecommunications equipment room (MTE). The NID shall be labeled with the seven (7) -digit telephone numbers or circuit identifications to clearly identify the location of each line on the interface. The NID shall be located in each facility's building main telecommunications equipment room. The Contractor may utilize existing in-house wiring to the main telecommunications equipment room.

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

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

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

13. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS:

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

Acceptance shall be effective for the purpose of making payment for Services delivered, however, acceptance by the State following testing and evaluation during the seventy-two (72) hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to

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conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the applicable remedies provided herein.

14. TROUBLE REPORTING:

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

15. SERVICE RESPONSE TIMES:

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

16. WARRANTY AND MAINTENANCE REQUIREMENTS:

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

The Contractor must provide help desk and remote diagnostics for services provided. The Contractor's help desk services and remote diagnostics must be available fulltime, 24 hours per day, 365 days per year. Help desk services must be available from the Contractor directly and must be handled by dedicated account resources.

- d. Dedicated Service Managers must be assigned by the Contractor to handle all contract service and repair escalations, billing management and business office support at no cost to the State.
- e. All Services purchased under this Agreement remain under warranty for the time period commencing after acceptance by the State and continuing through expiration of the Agreement, or discontinuance of the Services at the discretion of the State.

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17. MANAGEMENT REPORTS:

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

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

18. TRAINING REQUIREMENTS:

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

19. MANDATORY BILLING AND INVOICING REQUIREMENTS:

- a. Each monthly invoice shall include both monthly recurring charges and non-recurring charges for one-time installation costs, partial month's service charges, etc. The non-recurring charges are often referred to as "Other Charges and Credits (OC&C)". The invoice shall specifically delineate State and Federally mandated charges and fees, including but not limited to: 9-1-1, Relay Service, Universal Service Fund, Federal Access Fees, etc. No invoice may include any costs other than those identified in the Price Schedule. The State is exempt from paying all Delaware State Taxes.
- b. All charges must be identified at the lowest level of detail (i.e., phone level, circuit number, etc.). Failure to submit adequate, timely billing details will result in non-payment of the invoice.
- c. Contractor invoices/bills must include the contractor's Federal Employee Identification Number (FEIN).
- d. Contractor invoices/bills must be submitted within thirty (30) days after the services are delivered. Any disputed charges must be formally responded to by the contractor within thirty (30) days.
- e. Contractor invoices/bills will be paid in accordance with the Del. Code, which requires payment within thirty (30) days of receipt of goods and/or services or a proper invoice, whichever is later.

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

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

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

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

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

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

20. DOWNTIME CREDITS:

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

"Service" means Local Service as delivered to the customer. In the case of this RFP, that could be a line, a circuit or a feature.

21. SERVICE LEVEL AGREEMENT:

The State reserves the right to negotiate service performance levels with any finalist during actual contract negotiations.

Offerors are invited to submit service performance level metrics and/or benchmarks used to measure service performance levels and request the bidder explain how they are analyzed or reported. These can be added to Appendix B in your response.

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22. LIQUIDATED DAMAGES:

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

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

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

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

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

Type of State Request				
<u>Contractor Action</u>	<u>Work Order</u>	<u>Urgent Work Order</u>	<u>Support Reques (Repair Ticket)</u>	<u>Major Outage</u>
Acknowledge the Request & Communication	24 Hours Written	2 hours Verbal	2 hours Ticket Number assigned	Immediate Ticket Number assigned
Response Interval & Communication	3 Days Verbal	2 hours Verbal	2 hours Verbal	1 hour Verbal
First Report Interval & Communication	5 Days Verbal	4 hours Verbal	4hours Verbal	2 hours Verbal
Progress Report & Communication	None Required	4 hours Verbal	4 hours Verbal	2 hours Verbal
Resolution Report & Communication	10 days Written	5 days Written	5 days Written	3 days Written
Liquidated Damages	\$32/day	\$60/day	\$60/day	\$2500/outage per day
<p>For unresolved requests, the Contractor shall pay the full amount of liquidated damages starting immediately following the missed action and then every 24 hours until the action resolved.</p>				

Note:

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

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Repair Ticket: Any State-originated Trouble/Problem/Repair Request typically originated by DTI or other State Agency or School entity, resulting in a offeror-created dispatch or tracking document issued to address the problem.

Major Outage: Any State-originated Trouble/Problem/Repair Request typically originated by DTI or other State Agency or School entity, defined as a Major Outage and/or requiring escalated response times as denoted by the customer (refer to “Type of State Request” chart below) resulting in a offeror-created dispatch or tracking document issued to address the problem. Major Outages are defined by the customer due to the severity of impact and urgency according to the following matrices.

SEVERITY LEVEL – QUICK REFERENCE CARD

1.	Apply Impact of the dysfunction: e.g., the number of customers affected. Due to the nature of the customer’s organization, the hierarchical position of the customer is included in this variable. (Business Process) .
CUSTOMER IMPACT	Description (From DTI ISO Business Impact Analysis)
1	CRITICAL (affects public safety/health) – Loss of this business function threatens the ability for the State to operate. Loss of business function disrupts the security and well-being of the State.
2	SIGNIFICANT (revenue generating) – Loss of this business function significantly reduces the effectiveness of the State’s operations. Loss of business function has a negative citizen impact and affects the financial well-being of the State.
3	MODERATE – loss of this business function affects multiple State agencies/school districts and their ability to operate. Loss of business function has a negative citizen impact.
4	LIMITED – loss of this business function is limited to only the person and or department using the application. Loss of business function has little or no affect on the State’s ability to carry on business.
5	MINIMAL – loss of this business function does not have a direct impact on the department’s ability to do business.

2.	Apply Urgency: i.e. how severely the customer’s work process is affected. This influences the timeframe that is allowed to solve the problem. (How severe is the issue?)
URGENCY	Description
1	Business function is a STANDSTILL .
2	Business function is IMPACTED , with limited ability to circumvent dysfunction. Effectiveness is compromised.
3	LIMITED business impact.
4	NEGLECTIBLE business impact. Dysfunction can be circumvented.
5	NO IMPACT – Work around available. No affect at all.

3.	Apply IMPACT and URGENCY matrix to determine the Severity Level of the Incident.					
Impact		1	2	3	4	5
Urgency	1	1	1	1	2	2
	2	1	2	2	2	3
	3	1	2	3	3	4
	4	2	2	3	4	5
	5	2	3	4	5	5

4.	Notification updates to the client and associated resolution times for each severity level.	
Severity	Notification Updates	Resolution Time
1 CRITICAL	Every ½ hour until resolution	4 hours
2 SIGNIFICANT	Every 1 hour until resolution	12 hours
3 MODERATE	Every 4 hours until resolution	3 days
4 LIMITED	Every two (2) business days until resolution	4 days
5 MINIMAL	Every 2.5 business days until resolution	5 days

IMPACT with URGENCY = SEVERITY
(1 through 5, with 1 being most severe)

Any questions please direct them to DTI_UIC@ITC.state.de.us

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

23. PROJECT MIGRATION PLAN:

Due to the potential transition of services, Offerors shall submit as a part of their response a Project Migration Plan. This plan should consist of an itemization of all steps necessary to install/cutover the requested products and services from the point of receiving a request to the point of advising the State that

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these services are ready for acceptance by the State. The plan must include survey, engineering, installation, cutover, etc. Additionally, the plan must include:

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

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

24. PROJECT MANAGEMENT:

Project Management of major/extended implementations by the Contractor may be required. Any terms, costs, limitations, etc., must be fully disclosed.

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

25.1. 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.

25.2. 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 of Internal Connections

25.3. Price increases in addition to those prices bid for this RFP response may not be charged to libraries and K-12 schools.

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- 25.4. Offeror 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:
- 25.4.1. Contribute to the Universal Service Fund (USF)
 - 25.4.2. Provide telecommunications services on a common carrier basis
 - 25.4.3. File an FCC Form 498, Service Provider Information Form
 - 25.4.4. Obtain a Service Provider Identification Number (SPIN) through the Form 498 and provide it in the Proposal Reply
 - 25.4.5. File an FCC Form 473, Service Provider Annual Certification Form, on an annual basis
 - 25.4.6. File an FCC Form 499
- 25.5. 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/offeror/manual/>.
- 25.6. 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.
- 25.7. Service Provider Responsibilities:
- 25.7.1. 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.
 - 25.7.2. To provide, as part of the RFP response, the Service provider's SPIN.
 - 25.7.3. To maintain the Service Provider Annual Certification Form.
 - 25.7.4. To notify the State in the event the Service provider has been subjected to the —Red Light Rule.
 - 25.7.5. 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.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>
 - 25.7.6. 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.usac.org/sl/>
- 25.8. 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 offerors intent to either absorb all access reform related costs or pass these charges to the State.

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- 25.9. 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.
- 25.10. Offerors will merit higher scores in the evaluation process if they are able to absorb these costs as a part of doing business.
- 25.11. 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.
- 25.12. 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.

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**EXHIBIT A
CURRENT LINE CONFIGURATION**

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

STATE AGENCY LINE COUNTS:

Centrex Lines	7236	
Flat Business Lines	179	
ISDN-PRI	164	
ISDN-BRI	130	
DSL	17	
OC-3c	1	(801 Silver Lake Blvd., Dover, DE)
Frame Relay	137	(7@56K; 1@385KBPS; 129@1.536Mb)
TLS	362	(258@10Mb; 93@100Mb; 8@100Mb; 3@10G)
DID Stations	20,364	
800 Numbers	134	
SIP Trunks	2	(1@302-577; 1@302-739 – both with 99 concurrent calls)
SIP Locations	67	with total of 567 assigned concurrent calls
SIP DID Stations	8156	

STATE AGENCY CENTREX LINES:

<u>Exchange</u> <u>NXX</u>	<u>Quantity</u>	<u>Exchange</u> <u>NXX</u>	<u>Quantity</u>	<u>Exchange</u> <u>NXX</u>	<u>Quantity</u>
302 227	62	302 577	1226	302 453	285
302 284	28	302 323	312	302 653	360
302 335	9	302 856	954	302 645	85
302 337	49	302 422	269	302 834	183
302 349	12	302 628	79	302 739-7652	10
302 398	23	302 659	13	302 761	35
302 436	18	302 684	13	302 762	292
302 477	5	302 732	40	302 792	19
302 539	14	302 739-3696	8	302 846	1
302 577	111	302 739-4000	2256	302 875	59
		302 697	75	302 934	52
		302 995	275		

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SCHOOL DISTRICT CENTREX LINES:

Total Number of K-12 School District Centrex Lines 4,236 (more detail shown below)

<u>Billing Telephone Number Exchange</u>	<u>K-12 School District</u>	<u>Component Account Exchanges</u>	<u>Number of Centrex Lines</u>
302-674	Academy of Dover Charter		7
302-378	Appoquinimink School District		204
302-832	Appoquinimink School District		9
302-189	Brandywine School District	302 475	117
	Brandywine School District	302 479	78
	Brandywine School District	302 762	219
302-697	Caesar Rodney School District		153
302-736	Campus Community Charter School	302-736	7
302-227	Cape Henlopen School District		12
302-645	Cape Henlopen School District		117
302-684	Cape Henlopen School District		40
302 189	Capital School District	302 189	--
	Capital School District	302 492	15
	Capital School District	302 672	273
302-429	Christina School District		177
302-452	Christina School District		8
302-454	Christina School District		552
302 834	Christina School District		15
302 836	Christina School District		7
302-323	Colonial School District		186
302-429	Colonial School District		75
302 834	Colonial School District		65
302-322	DE Academy of Public Safety & Security	302-654	7
302 762	DE College Prep Academy Charter		11
302-846	Delmar School District		48
302-762	Eastside Charter School		9
302 633	Gateway Lab Charter		10
302-436	Indian River School District		72
302 436	Indian River School District		6
302-537	Indian River School District		13
302 732	Indian River School District		55
302-856	Indian River School District		82

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302-934	Indian River School District		81
302-945	Indian River School District		17
302 537	Indian River School District		1
302-284	Lake Forest School District		54
302-335	Lake Forest School District		13
302-398	Lake Forest School District		38
302 398	Lake Forest School District		4
302 292	Las Americas Aspira		11
302-875	Laurel School District		88
302 424	Milford School District		97
302-376	MOT Charter School		10
302 995	NCC Vo-Tech School District		7
302 995	NCC Vo-Tech School District		5
302 576	NCC Vo-Tech School District		4
302 834	NCC Vo-Tech School District		9
302 571	NCC Vo-Tech School District		8
302-369	Newark Charter School		33
302-994	Odyssey Charter		5
302-697	Positive Outcomes	302-697	5
302 762	Prestige Academy		9
302 653	Providence Creek		14
302-654	REACH Academy	302-654	6
302 189	Red Clay School District -- Summary Account		--
	Red Clay School District	302-239	48
	Red Clay School District	302-454	107
	Red Clay School District	302-651	233
	Red Clay School District	302-992	400
302-629	Seaford School District		14
302-629	Seaford School District	302-629	47
302 653	Smyrna School District		94
302-856	Sussex Academy of Arts & Sciences		6
302-856	Sussex Tech		29
302-337	Woodbridge School District		68
302-349	Woodbridge School District		22