

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE
NEXT GENERATION 9-1-1 EVOLUTION**

**ISSUED BY OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES**

CONTRACT NUMBER GSS14716-E911_SVC

I. Overview

The State of Delaware Office of Management and Budget, seeks professional services vendors to provide Next Generation 9-1-1 systems and operations. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

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

Public Notice	Date: <u>April 7, 2014</u>
Deadline for Questions	Date: <u>April 14, 2014</u>
Response to Questions Posted by:	Date: <u>April 25, 2014</u>
Deadline for Receipt of Proposals	Date: <u>May 13, 2014</u> 1:00 PM (Local Time)
Estimated Notification of Award	Date: <u>90 days from receipt</u>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

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

II. Scope of Services

The State is pursuing an offeror with qualifications to provide Next Generation 9-1-1 solutions (NG 9-1-1), including systems engineering, interconnection agreements, planning and implementation.

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III. Required Information

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

A. Minimum Requirements

1. Delaware Business License:

Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful offeror shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Insurance:

Certificate of 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. During the term of this contract, the successful offeror shall, at its own expense, carry insurance minimum limits as follows.

a.	Commercial General Liability	\$1,000,000 per occurrence and \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful offeror must carry (a) as well as at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

B. General Evaluation Requirements

- 1. Experience and Reputation** – This factor will be used to evaluate the offeror's capability to provide comprehensive, full service solutions that will serve the State in completing migration to the Next Generation 9-1-1 system. Offerors will be evaluated on proven results for organizations of comparable scope and complexity as the State of Delaware. Include any activities in the past 12 months that your company has taken to advance the capabilities of 9-1-1 pertaining to new and industry leading technology. The evaluation will include past performance and key personnel with demonstrated experience in defined areas. Offerors must provide brief biographical summaries and professional qualifications of key personnel proposed for this project.

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2. **Expertise** – This factor will be used to evaluate the offerors expertise in providing comprehensive, full service Next Generation 9-1-1 solutions. Offerors shall provide description of their development program for the new 9-1-1 service as well as provide a list of patents and patents pending for the delivery of 9-1-1 voice and/or data. Provide a list of current customers, especially noting cloud-based call handling deployments around the U.S., for Next Generation 9-1-1 services and a description of what services are being provided to each customer. Also note whether these customers are live on your solution to date.
3. **Capacity to meet requirements** – This factor will be used to evaluate the offeror’s financial stability, (offeror shall submit balance sheets and financial statements for the past three (3) years), years of service in the public safety industry, and number of employees. If offerors need to establish partnerships with other vendors to provide the proposed solution, they will need to provide a description of the partner’s role, partner’s financial stability, partner’s years of service in the public safety industry, and partner’s number of employees devoted to the project.
4. **Transition/Implementation plan** – This factor will be used to evaluate how the offeror plans to design and implement the required Network as well as develop and maintain the relationships required to provide a smooth transition to NG 9-1-1. Offerors shall describe their 9-1-1 system Network and Data transition plan for the provisioning of NG 9-1-1 Services.
5. **Support and Maintenance** – This factor will be used to evaluate the offeror’s technical support and maintenance plan. The evaluation includes offeror’s technical support, survivability and availability capabilities. Offerors shall provide a description of their solutions redundancy.
6. **Monitoring and Security (Cloud Based)** – This factor will be used to evaluate the offeror’s approach, openness, security and scalability. Evaluation includes the vendor’s security processes for 1) data security, 2) network security, and 3) physical plant security. Offerors must describe how monitoring requirement will be met.
7. **Data Management** – This factor will be used to evaluate the offeror’s plan for data provisioning, management and integrity. Offeror’s shall include a description their ALI database transition plan and explain how your solutions will integrate with the State’s existing ALI database service provider.
8. **Price Proposed** – Evaluation of each offeror’s cost proposal will be conducted.

C. Technical Requirements of Proposed Solution

In their proposals, offerors are to confirm the ability to meet the following requirements:

i. Acknowledgement Required

1. 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

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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.

2. Confidentiality and Data Integrity

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

3. Security Controls

As computer, network, and information security are of paramount concern; the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the offeror is guaranteeing that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

4. Cyber Security Liability

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

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2. Mandatory Standards

The following State of Delaware technology standards and/or policies have been identified as potentially being related to this solution:

- a. Data Classification Policy
<http://dti.delaware.gov/pdfs/pp/DataClassificationPolicy.pdf>
- b. Data Management Policy
<http://dti.delaware.gov/pdfs/pp/DataManagementPolicy.pdf>
- c. State of Delaware Information Security Policy (DISP)
<http://dti.delaware.gov/pdfs/pp/DelawareInformationSecurityPolicy.pdf>
- d. Secure File Transport
<http://dti.delaware.gov/pdfs/pp/SecureFileTransport.pdf>
- e. Web Application Security
<http://dti.delaware.gov/pdfs/pp/WebApplicationSecurity.pdf>
- f. Terms and Conditions for Cloud Contracting and External Hosting
<http://dti.delaware.gov/pdfs/pp/Cloud-External-Hosting.pdf>
- g. Data Modeling Standard
<http://dti.delaware.gov/pdfs/pp/DataModelingStandard.pdf>
- h. Disposal of Electronic Equipment and Storage Media Policy
<http://dti.delaware.gov/pdfs/pp/DisposalOfElectronicEquipmentAndStorageMedia.pdf>
- i. Data Integration Standard
<http://dti.delaware.gov/pdfs/pp/DataIntegrationStandard.pdf>

3. Mandatory Architectural Documentation

a) Network Diagram

A network diagram of the proposed solution is required that clearly documents all servers, networks, communication with ports and protocols, including the user's interaction with the solution and interfaces with any other applications. A conceptual diagram should be provided with the offeror's proposal. A finalized diagram must be provided to DTI for review and approval after the final design is completed and prior to implementation of the solution

b) Software Inventory

A software inventory identifying any software **that the State needs** in relation to the proposed solution is required. For example, a certain web browser (IE) or web service technology for an interface, and all software that will be installed on servers within the state infrastructure. Software inventories should use the format include in Attachment 14 – Software Inventory Template. A software list should be provided with the offeror's proposal. A finalized software list must be provided to DTI for review and approval after the final design is completed and prior to implementation of the solution.

c) Database Dictionary or Data Model

A data dictionary OR a conceptual data model for state-owned business data must be provided to the State. The data dictionary or conceptual data model does not have to be submitted with a offeror response to this RFP, but must be submitted once the design of the solution is complete or prior to implementation of the solution. The submitted data dictionary or conceptual

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data model must include at least the following items: entity names and descriptions, entity relationships and descriptions, attribute names, attribute descriptions, attribute data type, attribute lengths, and primary identifier for each entity.

Data dictionaries must be submitted in Excel or in a .csv file. The directions for how to format the Excel workbook is explained in the first section of the Data Model Samples document. If a data model is submitted, it must be in either Sybase, PowerDesigner or CA Erwin format. Any submission by a offeror to comply with these requirements that necessarily includes data that the offeror wishes to claim as proprietary must be submitted and labeled "Proprietary Information" with the RFP/Contract 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 29Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions. The offeror's counsel must also acknowledge what elements of the submission are not claimed as proprietary and are subject to release upon request.

- d) The offeror must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.
- e) The offeror must describe the solution's ability to encrypt non-public State data at rest. Include encryption algorithm(s) and the approach to key management.

4. External Hosted / SaaS Solutions

Offerors with solutions that will not be hosted in a State of Delaware data center / SaaS need to agree to the following and also complete the questions in section 4 External Hosted Solutions of the Risk Management Information System Features QuestionnaireISK

MANAGEMENT INFORMATION SYSTEM FEATURES QUESTIONNAIRE

a) Terms and Conditions

The State of Delaware is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. It is for this reason that DTI and agencies are requesting an explicit review of our Cloud Terms and Conditions, including an item-by-item acknowledgement from the offeror and their subcontractors for those solutions involving any non-public data. (Attachments 11 and 13)

Cloud and Offsite Hosting Terms Clauses 1 - 9 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive (Attachment 13).

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b) Operational Health

The offeror must describe their approach to conveying the 'operational health' of the solution to the State of Delaware. Also, the offeror must list any 3rd party cloud management providers that they integrate with.

c) Data Center Rating

The offeror must meet or exceed a Tier II rating (as defined in the Uptime Institute Guidelines for 2012 (or the latest version at the time of this RFP), Data Center Site Infrastructure Tier Standard, Topology and Data Center Site Infrastructure Tier Standard, and Operational Sustainability for the data center hosting the proposed solution. The Uptime Institute publications can be accessed online at: <http://uptimeinstitute.com/publications>.

5. Architecture Review Board (ARB)

The ARB may require a follow-up discussion with the selected offeror upon review of the required architectural documents to clarify any additional architecture questions that may arise to ensure the solution will fit into the state's acceptable architecture.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Offerors with a Disability

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

4. RFP Designated Contact

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

Roxann Parker
Government Support Services
100 Enterprise Place Suite 4
Dover, DE 19904
Roxann.parker@state.de.us

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. 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.

7. Organizations Ineligible to Bid

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

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from an offeror who:

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

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B. RFP Submissions

1. 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 themselves of all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one paper copy and seven electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

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 Tue., May 13, 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 Service
100 Enterprise Place Suite 4
Dover, DE 19904**

Offerors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. GSS14716-E911_SVC” on the outside of the bid submission package.

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 Tue., May 13, 2014**. Any proposal received after this date shall not be considered and shall be returned unopened. The 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.

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

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5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the initial contract term. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

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11. Confidentiality of Documents

All documents submitted as part of the offeror's proposal will be deemed confidential during the evaluation process. Proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any 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 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.

12. Multi-Vendor Solutions (Joint Ventures)

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

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

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a. Primary Vendor

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

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

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

c. Multiple Proposals

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

13. Sub-Contracting

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

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

14. Discrepancies and Omissions

The 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 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

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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, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP until **Mon., April 14, 2014 4:30 p.m.** All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by **Fri., April 25, 2014**. Prospective offeror names will be removed from questions in the responses released. Questions shall be submitted to the RFP Designated Contract, Roxann Parker at:

Government Support Services
100 Enterprise Place Suite 4
Dover, DE 19904
Roxann.parker@state.de.us

Written questions are to be submitted in the following format. Deviations from this format will not be accepted.

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

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

15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

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commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

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

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

19. Revisions to the RFP

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

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

22. 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.

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which offerors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more offerors during the same period and may, at its discretion, terminate negotiations with any or all offerors. The Team shall make a recommendation regarding the award to the State's E911 Emergency Services Board and Government Support Services, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful offeror in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

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The Team reserves the right to:

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

a. Criteria Weight

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

	Criteria	Weight
1.	Experience and Reputation – This factor will be used to evaluate the offeror’s capability to provide comprehensive, full service solutions that will serve the State in completing migration to the Next Generation 9-1-1 system. Offerors will be evaluated on proven results for organizations of comparable scope and complexity as the State of Delaware. Include any activities in the past 12 months that your company has taken to advance the capabilities of 9-1-1 pertaining to new and industry leading technology. The evaluation will include past performance and key personnel with demonstrated experience in defined areas. Offerors must provide brief biographical summaries and professional qualifications of key personnel proposed for this project.	20
2.	Expertise – This factor will be used to evaluate the offerors expertise in providing comprehensive, full service Next Generation 9-1-1 solutions. Offerors shall provide description of their development program for the new 9-1-1 service as well as provide a list of patents and patents pending for the delivery of 9-1-1 voice and/or data. Provide a list of current customers, especially noting cloud-based call handling deployments around the U.S., for Next Generation 9-1-1 services and a description of what services are being provided to each customer. Also note whether these customers are live on your solution to date.	30
3.	Capacity to meet requirements – This factor will be used to evaluate the offeror’s financial stability, years of service in the public safety industry, and number of employees. If offerors need to establish partnerships with other vendors to provide the proposed solution, they will need to provide a description of the partner’s role, partners financial stability, partners years of service in the public safety industry, and partners number of employees devoted to the project.	17
4.	Transition/Implementation plan – This factor will be used to evaluate how the offeror plans to design and implement the required Network as well as develop and maintain the relationships required to provide a smooth transition to NG 9-1-1. Offerors shall describe their 9-1-1 system Network and Data transition plan for the provisioning of NG 9-1-1 Services.	25

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	Criteria	Weight
5.	Support and Maintenance – This factor will be used to evaluate the offeror’s technical support and maintenance plan. The evaluation includes offeror’s technical support, survivability and availability capabilities. Offerors shall provide a description of their solutions redundancy.	38
6.	Monitoring and Security (Cloud Based) – This factor will be used to evaluate the offeror’s approach, openness, security and scalability. Evaluation includes the offeror’s security processes for 1) data security, 2) network security, and 3) physical plant security. Offerors must describe how monitoring requirement will be met.	32
7.	Data Management – This factor will be used to evaluate the offeror’s plan for data provisioning, management and integrity. Offeror’s shall include a description their ALI database transition plan and explain how your solutions will integrate with the State’s existing ALI database service provider.	38
8.	Price Proposed – Evaluation of each offeror’s cost proposal will be conducted.	50
Total		250

Offerors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about an offeror’s capabilities so the responding offeror should be detailed in their proposal responses.

3. Proposal Clarification

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

4. References

The Evaluation Team may contact any customer of the 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.

5. Oral Presentations

After initial scoring and a determination that offeror(s) are qualified to perform the required services, selected offerors may be invited to make oral presentations to the Evaluation Team. All offeror(s) selected will be given an opportunity to present to the Evaluation Team.

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The selected offerors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

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.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful offeror and the State shall be for ten (10) years with three (3) optional extensions for a period of one (1) year for each extension.
- b. The selected offeror will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Offerors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected offeror or offerors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected offeror's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the offeror's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful offeror shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful offeror.
- f. If the offeror to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another offeror. Such offeror shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

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

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

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

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

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

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5. General Contract Terms

a. Independent Contractors

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

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

b. 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.

c. Licenses and Permits

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

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

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

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d. Notice

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

**Contract Administrator
Contract #GSS14716-E911_SVC
Government Support Services
100 Enterprise Place Suite 4
Dover, DE 19904**

e. Indemnification

1. 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 vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

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

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

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

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f. Insurance

- Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 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.
- During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

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

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

- The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).

g. Performance Bond Requirement

Offeror(s) awarded contracts are required to furnish a Performance Bond in the amount of Four Million Dollars. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Government Support Services Bond Form (Attachment 15).

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h. Performance Requirements

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

i. Warranty

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

j. Costs and Payment Schedules

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

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

k. Penalties

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

l. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) 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 the contract shall, at the option of the State of Delaware, 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 useable to the State of Delaware.

m. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) 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 the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work

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completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

n. Non-discrimination

In performing the services subject to this RFP the offeror, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant 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 successful offeror shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

o. Covenant against Contingent Fees

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

p. Vendor Activity

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

q. Work Product

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

r. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful offeror shall constitute the contract between the State of Delaware and the offeror. In the event there is any discrepancy between any of these contract documents, the

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following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, offeror's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the offeror.

s. Applicable Law

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

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

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

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

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

t. 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.

u. Scope of Agreement

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

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v. Other General Conditions

- 1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- 3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- 5) **Status Reporting** – The selected offeror will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- 8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

2. Definitions of Requirements

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

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

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F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Confidentiality and Integrity of Data Agreement
- Attachment 12 – Minimum Mandatory Proposal Requirements
- Attachment 13 – Terms and Conditions for Cloud Contracting and External Hosting
- Attachment 14 – Software Inventory
- Attachment 15 – Performance Bond Form
- Appendix A – Scope of Work / Technical Requirements
- Exhibit 1 – Delaware PSAP's
- Appendix B – Sample Professional Services Agreement

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 9, 11, 13 and 14 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of successful offerors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

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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 7) 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 vendorousage@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 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, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive 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 Vendor 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 report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorousage@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.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **GSS14716-E911_SVC** Contract Title: **Next Generation 9-1-1 Evolution**

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

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

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

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

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

FIRM NAME

SIGNATURE

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

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

CONTRACT NO.: GSS14716-E911_SVC
CONTRACT TITLE: Next Generation 9-1-1 Evolution
OPENING DATE: Tue., May 13, 2014 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

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

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

COMPANY NAME _____ Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

	Certification type(s)	Circle all that apply
COMPANY CLASSIFICATIONS: CERT. NO.: _____	Minority Business Enterprise (MBE)	Yes No
	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 _____

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 HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

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 5

Contract No. **GSS14716-E911_SVC**
Contract Title: **Next Generation 9-1-1 Evolution**

BUSINESS REFERENCES

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

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

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

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS14716-E911_SVC	2. Proposing Vendor 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

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

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Attachment 9

Contract No. **GSS14716-E911_SVC**
Contract Title: **Next Generation 9-1-1 Evolution**

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

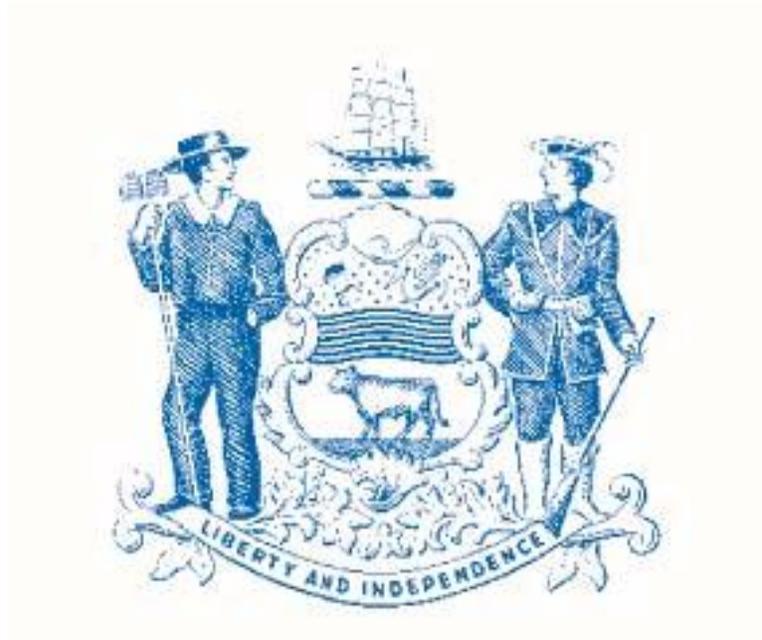
“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

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.**



DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

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

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

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

Contractor Signature _____

Title: _____

Date: _____

Contractor Name: _____

**Contract GSS14716-E911_SVC
Next Generation 9-1-1 Evolution**

MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each offeror's response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining proposal package shall identify how the offeror proposes meeting the contract requirements and shall include pricing. Offerors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as spelled out in Scope of Work #5. An example pricing table is shown in #5.3.2. The offeror should stay with this format, but may change specific services as best fits their solution.
4. Financial information (balance sheets and income statements) for the past three years.
5. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.**
6. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
7. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
8. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
9. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
10. One (1) complete Employing Delawareans Report (See Attachment 9)
11. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable
12. One (1) complete signed copy of the Contractor Confidentiality (non-disclosure) and Integrity of Data Agreement. (See Attachment 11)
13. One (1) completed and signed copy of the Terms and Conditions for Cloud Contracting and External Hosting. (See Attachment 13)
14. One (1) completed Software Inventory of the proposed solutions (Attachment 14)

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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.

Offerors shall provide proposal packages in the following formats:

1. One (1) paper copy of the offerors proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Seven (7) electronic copies of the offeror's proposal, in Word format, saved to CD or DVD media disk, or USB memory stick. (one copy per device) Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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Attachment 13

State of Delaware Cloud and Offsite Hosting Specific Terms and Conditions

Contract #GSS14716-E911_SVC between State of Delaware and _____ dated _____

This document shall become part of the final contract.

Page 1 of 3

	Terms and Conditions Clauses 1-9 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	Acknowledgment (initial)
1	The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.	
2	Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions: a) Personal information obtained by the Service Provider shall become and remain property of the State of Delaware. b) At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware. c) The Service Provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. d) The Service Provider shall encrypt all non-public data in transit to the cloud during the life of the contract. e) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are Social Security Number, Date of Birth, Driver's License number; passwords, financial data, and federal/state tax information.	
3	The Service Provider shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations.	
4	The Service Provider shall inform the State of Delaware of any actual security breach that jeopardizes the State of Delaware data or processes. This notice shall be given to the State of Delaware within 24 hours of its discovery. Full disclosure of the jeopardized data shall be made. In addition, the Service Provider shall inform the State of Delaware of the actions it is taking or will take to reduce the risk of further loss to the State.	
5	Delaware Code requires public breach notification when citizen's personally identifiable information is lost or stolen. Reference: <u>6 Del. C. § 12B-101(4)</u> . All communication shall be coordinated with the State of Delaware. When the Service Provider is liable for the loss, the State of Delaware shall recover all costs of response and recovery from the breach, for example: 3-year credit monitoring services, mailing costs, website, and telephone call center services. Without limitation of additional legal bases, pursuant to the <u>State of Delaware Constitution of 1897 at Article VIII, §§ 3 and 4</u> and <u>29 Del. C. § 6519(a)</u> the State of Delaware is not legally permitted to agree to any limitations on liability.	
6	The Service Provider shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the State of Delaware without first notifying the State unless prohibited by law from providing such notice.	

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7	<p>In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in a State-defined format and the subsequent secure disposal of State of Delaware data.</p> <p>Suspension of services: During any period of suspension, the Service Provider shall not take any action to intentionally erase any State of Delaware data.</p> <p>Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any State of Delaware data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally prohibited, delete all State of Delaware data in its systems or otherwise in its possession or under its control.</p> <p>Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p> <p>Secure Data Disposal When requested by the State of Delaware, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Delaware.</p>	
8	<p>The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State’s information among the Service Provider’s employees and agents.</p>	
9	<p>The Service Provider shall comply with and adhere to the following State Standards:</p> <ul style="list-style-type: none"> • Data Modeling Standard • Strong Password Standard <p>These standards are available at http://dti.delaware.gov/information/standards-policies.shtml. Any future updates to the above standards that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.</p>	
	<p>Terms and Conditions Clauses 10-23 are preferred but not mandatory. The applicability of each depends on the nature of engagement.</p>	<p>Acknowledgment (initial)</p>
10	<p>The Service Provider shall allow the State of Delaware access to system security logs, latency statistics, etc. that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.</p>	
11	<p>The Service Provider shall allow the State of Delaware to audit conformance to the contract terms. The State of Delaware may perform this audit or contract with a third party at its discretion at the State’s expense.</p>	
12	<p>The Service Provider shall perform an independent audit of their data centers at least annually at their expense, and provide a redacted version of the audit report upon request. The Service Provider may remove their proprietary information from the redacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.</p>	
14	<p>The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State of Delaware such that adequate protection and flexibility can be attained between the State of Delaware and the Service Provider. For example: virus checking and port sniffing – the State of Delaware and the Service Provider shall understand each other’s roles and responsibilities.</p>	

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15	The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.	
16	The State of Delaware shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the State of Delaware to import or export data to/from other Service Providers.	
17	The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Service Provider. The system shall be available 24 hours per day, 365 days per year basis (with agreed-upon maintenance downtime), and providing service to customers as defined in the Service Level Agreement.	
18	The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.	
19	The State shall have the right at any time to require that the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State will provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.	
20	The Service Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) of XXX hours/days is met. (<i>XXX will be negotiated by both parties.</i>)	
21	The Service Provider shall comply with and adhere to the following State Standard: <ul style="list-style-type: none"> • Website Common Look and Feel Standard <p>This standard is available at http://dti.delaware.gov/information/standards-policies.shtml. Any future updates to the above standards that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.</p>	
22	The Service Provider shall use web services exclusively to interface with the State's data in near real-time when possible.	
23	The Service provider shall encrypt all State of Delaware non-public data that resides on any Service Provider's mobile devices during the life of the contract.	

Service Provider Authorizing Official Name: _____

Service Provider Authorizing Official Signature: _____

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Attachment 15

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (**Office of Management and Budget, Government Support Services**), in the amount of Four Million Dollars (\$4,000,000.00), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. GSS14716-E911_SVC dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

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APPENDIX A
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. Introduction

The State of Delaware is seeking a comprehensive 9-1-1 solution supporting wireline, wireless, VoIP calls, as well as emerging alternative requests for assistance (RFAs) such as text messaging, alerts, and cell phone media.

The proposed cloud based Next Generation 9-1-1 (NG 9-1-1) solution must utilize the State's existing Intrado VIPER/Power 911 call handling solution. Contractors will be responsible to supply any new software and hardware required for providing the VIPER/Power 911 system as a cloud based service offering. The response should include all services required for the State of Delaware Next Generation 9-1-1 solution and the State's goal of delivering 100% of the calls to the State's Telecommunicates.

2. Response Requirements

2.1 Offeror Qualifications

Offerors shall include:

- a. A brief history of the Offeror's involvement in the public safety industry and how that qualifies the Offeror to participate in the State of Delaware's NG 9-1-1 project.
- b. A summation of the Offeror's capabilities as it relates to systems engineering, interconnection agreements, planning, and implementation of Next Generation 9-1-1 systems, any related sub-systems, and technologies.
- c. A description of the Offeror's organization which includes:
 - i. The number of employees dedicated to 9-1-1.
 - ii. A description of the Offeror's experience providing 9-1-1 services.
 - iii. A description of the organization's financial stability including balance sheets and income statements for the past three (3) years.
 - iv. A description of the organization that would support the operation of the solution.
 - v. A description of the Offeror's development program for new 9-1-1 service and applications.
 - vi. The number of patents and patents pending for the delivery of 9-1-1 voice and/or data.
- d. A disclosure of the need to use subcontractors or partners which includes:
 - i. Nature of the relationship
 - ii. Offeror names, number of employees, description of financial stability, years of service in the public safety industry
 - iii. Role in the proposal and/or solution
 - iv. Assurances of a single point of contact solution
- e. A list of activities in the past 48 months the Offeror has taken to advance the capabilities of 9-1-1 pertaining to new and industry leading technology (such as text messaging, cell phone pictures, and supplemental address data) to U.S. based 9-1-1 systems. Include any participation in Standard Development Organizations (particularly with NENA).

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f. A list of current customers denoting all cloud-based call handling and state-wide NG9-1-1 deployments around the United States. For each customer, Offerors must include a description of the services being provided and indicate if the customers are live on the solution as of the date of the proposal. Offerors must have at least 3 sites that have been live, for a minimum of one year, on the offerors cloud based call handling solution to qualify for this RFP.

2.2 Regulatory Review

Offerors shall:

- a. Be a certified telecommunications company, registered to do business in the State of Delaware.
- b. Include in their proposal, a detailed description of their understanding of regulatory and political activities associated with E9-1-1 and the impact of NG 9-1-1.

2.3 Network Design

The successful offeror must be able to provide reliable network architecture of typical network elements capable of dynamically routing via multiple carriers to provide redundant connectivity to the PSAPs. The design must conform to industry best practices and security policies. A fully redundant network solution is required via unique carriers with diverse statewide paths, with all connectivity being of at least dual network elements and shall maintain that dual redundant architecture from the ingress carrier handoff, through the 9-1-1 call answering endpoints, and require no human intervention for failover.

Offerors must describe and explain:

- Network Implementation
- Network Design
 - o WAN & LAN
 - o Failover methodologies and protocols
- Network Redundancy and Failover
 - o Carrier connectivity from provider 911 Core system to State of Delaware Public Safety Answering Points (PSAPS)
 - o Carrier paths within Delaware from PSAP to 911 provider/Carrier peering points
- Connectivity Costs
- Telecommunication Service Provider (TSP) Connectivity including existing Interconnection Agreements with Verizon and all other TSPs.

2.4 Program Management and Communication

The successful offeror shall assign a dedicated Project Manager authorized to exercise technical direction of this project. The successful offeror's Project Manager is subject to approval by the State.

Offerors shall describe their Program Management methodology, including samples or explanations of:

- A communication plan for outlining the scope of services to be implemented and guidelines for the PSAP, government organizations, and TSPs within the area
- An implementation schedule

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- A maintenance plan
- A training plan
- Approach to project management after the deployment of services
- Other professional services offered

2.5 Transition

The successful Offeror must design and implement the required Network, transition the existing premise based VIPER/Power 911 call handling system to cloud based as well as develop and maintain the relationships necessary to provide the transition to NG 9-1-1.

2.5.1 Offerors shall describe their 9-1-1 system Network, Data and Call Handling transition plan for the provisioning of NG 9-1-1 Services.

2.5.2 The successful offeror shall move ALI provisioning, data integrity and management from the State's existing database service provider to your proposed ALI solution. Offerors shall describe the need to use any outside vendors for data management.

2.6 Technical Requirements

The State desires to enter a long term relationship with a provider of cloud based, Next Generation 9-1-1 services for the State of Delaware Public Safety Answering Points (PSAP). The State of Delaware has established the below technical requirements as the minimum criteria for meeting the needs of the PSAPs and citizens of Delaware today, and into the future. Offerors shall list all capabilities above and beyond the minimum criteria as optional components. For optional components Offerors shall:

- describe all optional components in a separate Section of the Proposal titled "Optional Component."
- submit a line item listing of optional items and corresponding pricing in Section titled "Optional Components Pricing."

In the event Offerors need further information to determine cost for optional items only, Offerors may state: "To be determined during contract negotiation."

2.7 Response to Technical Requirements

In their proposal, Offerors shall:

- address, in writing, every numbered section in the Technical Requirements (Section 2.7.x) in the order in which it appears.
- use a font with bold and italics to clearly delineate responses to each numbered section and shall provide their response directly below each individual requirement item.
- Include a compliance response (as defined below) followed by a narrative response for every described requirement, specification, and function included in the RFP Technical Requirement (Section 2.7.x). The narrative response shall explain how the proposed solution reflects the compliance response. For compliance responses, under each numbered item Offerors shall:

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- A. Enter "Comply" if the solution complies with the requirement.
- B. Enter "To Be Developed" if the solution is either not compliant or partially compliant with the paragraph's requirement, but that the required capability will be developed specifically for the State. In this instance, the Offeror shall describe the time frame in which the capability will be developed (e.g., prior to going live, within the first year of warranty, etc.).
- C. Enter "Exception" if the solution cannot meet the requirement and the list the exception on Attachment 3 to take exception to the requirement.
- D. Enter "Understood" for paragraphs that primarily describe existing conditions or contain other topics for which a response of comply, partially comply or exception taken is not appropriate, to indicate the Offeror has reviewed the paragraph, understands its content, and the proposed system is not in conflict therewith.

Next Generation 9-1-1 Solution

The State understands that NG9-1-1 is an evolving environment and the State may choose to not implement all elements of NG9-1-1. The State does intend that all below elements are implemented by the Proposers solution as described below:

- 2.7.1 The State of Delaware requires a single solution provider of the system to include core cloud components, ESINet transport and call answering sub-systems.
- 2.7.2 The call handling subsystem the State has already chosen, invested in configuration and training is Intrado VIPER/Power 911. The offeror shall utilize the VIPER/Power 911 call handling subsystem in its service based cloud offering of Next Generation 9-1-1 call handling. The existing call handling software and hardware are provided by the State's current vendor and may not be reused for pricing of this proposal.
- 2.7.3 The system shall use SIP call delivery from the redundant Legacy Network Gateways to the call taking positions.
- 2.7.4 Equipment must comply with applicable industry standards such as:
 - 2.7.5 Underwriters Laboratories (UL)
 - 2.7.6 International Organization of Standards (ISO)
 - 2.7.7 Open System Interconnection (OSI)
 - 2.7.8 Institute of Electrical and Electronics Engineers (IEEE)
 - 2.7.9 American National Standards Institute (ANSI)
 - 2.7.10 Electronic Industries Alliance (EIA)
 - 2.7.11 Telecommunications Industry Association (TIA), (including ANSI/EIA/TIA-568 Commercial Building Telecommunications Wiring Standards), etc.

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2.7.12 Successful offeror shall have a single point of contact for all trouble resolution initiation and/or escalation. The successful offeror, within five (5) days after contract award, shall notify the Government Support Services, in writing of the name, addresses and telephone numbers of the principal contact.

2.7.13 The State may choose when to implement certain features of Next Generation 9-1-1, such as, digital pictures or video to 9-1-1. The solution shall support these features as the NENA i3 standards define them at such time as the State chooses to implement. There shall be no additional charges to the State for the successful offeror to comply with the NENA i3 standards at time of deployment.

2.7.14 The successful offeror's solution shall meet NENA i3 standards and updates to the i3 standards (for example the i3 V2 draft anticipated for release in 2014) for at least 10 years from execution of contract with the State of Delaware, with no additional costs to the State.

2.7.15 All upgrades to the successful offeror's software, to include new versions, bug fixes, service packs and installation and software available for the life of the contract, shall be included at no additional cost to the State.

2.7.16 Since the State is purchasing this system as a service and does not intend to own or lease the hardware, it will be the successful offeror's responsibility to replace any hardware damaged by anything other than intentional malicious damages. This includes full replacement of equipment lost due to flood, fire, earthquake, hurricane, lightning, etc. Offerors shall confirm that the State will not incur any additional charges to return the solutions to a full operating state should natural disaster destroy part, or all of the solution.

2.7.17 The solution shall include, for the term of the contract, hardware replacement of any - malfunctioning vendor provided component without any additional cost to the State.

2.7.18 Answering position hardware shall be of solid state architecture with no spinning hard drives, fans or moving parts and shall have dual power supplies for redundancy.

2.7.19 The successful offeror shall upgrade system hardware if updated hardware is required to properly run their current software release (new versions, bug fixes, service packs as stated in 2.7.15 above) during the life of the contract.

2.7.20 The successful offeror shall identify recommended on-site spares and include those spares as a part of this solution.

2.7.21 In the event that a subsequent contract is not awarded to the current Contractor, the current Contractor shall supply all equipment and services for a period of up to ninety (90) calendar days beyond the contract termination date. All terms and conditions shall remain in effect during the ninety (90) days.

2.7.22 The State of Delaware wishes to provide Text to 9-1-1 to the public on initial implementation of the solution. The solution shall support text delivery to the Power 911 call handling user interface. Text delivery must be in the user interface and not a separate window or browser.

2.7.23 The solution shall include the ability for voice calls and Text to be delivered over the same, dual redundant, 9-1-1 Emergency Services IP Network (ESINet) to any PSAP in the State of Delaware as determined by the PSAPs. The existing MSAG ESN tables of the State's current database provider and define a specific primary PSAP and Alternate PSAP for each ESN in the State. Offeror must meet those existing call delivery policies. The State of Delaware would expect that any Next Generation system have more flexibility and Offeror should state here any advanced capabilities of their system.

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Current fold-down policies are set by each PSAP such that there is a primary and alternate fold-down PSAP, which are selected by a manual activation of the PSAP control modem. The Offeror's solution shall provide enhanced capabilities for automated fold down from a PSAP to any other PSAP in the State. On system implementation, Each PSAP shall work with the Offeror to set new policy rules to leverage system capabilities for assured call delivery.

2.7.24 The solution shall include the ability for voice calls to be delivered to Legacy or Next Generation PSAPs in neighboring States for transfer, or failure events. While the State of Delaware is implementing an IP based 9-1-1 solution, capabilities must be retained to work with PSAPs in other States, which may still have Legacy 9-1-1 systems, for call transfers or catastrophic fold down. Each PSAP maintains a list of phone numbers for agencies they transfer calls, with-in, and external to the State. The Offeror's system shall have the ability to transfer voice calls to any 9-1-1 PSAP, any 10 digit number or ring-down circuit as designated by the PSAP.

2.7.25 The solution shall provide for Next Generation services that include advanced searches for address information from commercially available databases. It shall be accessible to the telecommunicator as a part of their user interface, not a separate system, so they may initiate the query as needed in their workflow. The PASP may allow others, such as first responder field units, investigators, etc., to access the solution through a standalone browser interface. A minimum of 50,000 queries for each PSAP shall be included in base pricing for each PSAP. Each PSAP shall determine after deploying this tool, establishing policies and workflow, their actual usage. Each PSAP will be responsible for purchase of additional blocks of queries as their consumption dictates. Offerors shall indicate the cost for additional blocks of queries in optional pricing.

2.7.26 NENA is developing an i3, IP based CAD interface to replace the current serial standard. The proposed offer must include this interface as an upgrade to the successful Offerors solution when published by NENA with no additional charge to the State.

2.7.27 The recent NENA ICE 8 demonstrated interaction of Logging recoding vendors on an i3 system. As that IP logging recorder interface is finalized and released by NENA, it shall be included at no charge.

2.7.28 The successful offeror shall provide complete solution descriptions, operator manuals, installation guides, user guides and any and all information required to allow the State to utilize services.

2.7.29 The system shall have the capabilities for dynamic, geospatial call routing based on the State of Delaware's Esri GIS dataset.

2.7.30 Offeror shall include GIS professional services to evaluate, and provide recommended enhancement, for the applicability of the State of Delaware's Esri data set for NENA i3 geospatial routing.

Location Data Management

Per the NENA i3 transition recommendations, Automatic Location Identification (ALI) services will be required for some time to come as it is unknown how long it will take for carriers to implement their own Location Information Servers (LIS). This section does not imply that the Offeror does not have to provide NENA i3 call routing services, but rather that the State requires a transition plan to reach that stage when appropriate.

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2.7.31 The solution shall provide for ALI provisioning, data integrity, and management until such time as the State is ready to move to GIS based geospatial routing.

2.7.32 NENA i3 PIDF-LO shall be included in the solution and pricing. Transition from legacy ALI queries at the PSAP to PIDF-LO shall be at the discretion of the State when such time the State believes that Telecommunication Service Providers (TSPs) LIS services are of equal or better accuracy that legacy ALI.

2.7.33 ALI requests shall be made immediately after ANI has been decoded. Systems which wait for the call taker to go off-hook before sending requests for ALI will not be considered.

2.7.34 The solution shall provide a means of disabling Manual database requests.

Call Flow

The Next Generation 9-1-1 call flow for all Telecommunication Service Providers (TSPs) shall provide:

2.7.35 Dual IP interconnection points or dual Legacy Network Gateways (LNG) for all TSPs delivering 9-1-1 calls in the State of Delaware.

2.7.36 The successful offeror shall provide an ESINet of sufficient bandwidth for their solution to support the current PSAPs shown in Exhibit 1.

2.7.37 This infrastructure must have been in live operation, serving Next Generation 9-1-1 PSAPS in the United States for a minimum of 24 months.

Call flow for supplemental data, text messaging, and alarms.

2.7.38 The system shall provide for local survivability by providing connectivity to PSAP provided, Public Switched Telephone System (PSTN) access in the event of catastrophic network failure which isolates a, or all, Delaware PSAPs from the offeror's ESINet.
Call flow for supplemental data, text messaging, and alarms.

2.7.39 Text messaging and supplemental data shall be presented to the call taker through a single user interface.

2.7.40 The solution shall include archive logging, retrieval and statistics system (MIS) for text messaging and supplemental data.

2.7.41 The solution shall provide reporting and statistics capabilities to generate comparisons in call volumes and handling times between land line, cellular and text calls.

GIS Service Components

2.7.42 The solution must utilize Esri native format Geospatial Databases without conversion into alternate or proprietary formats

2.7.43 The call taker map must plot location of all geospatial located calls for service, including, but not limited to, landline, wireless, VoIP, Text and supplemental data.

2.7.44 The call taker map shall show call location before answer of geospatially located incoming calls.

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2.7.45 Allow for telecommunicators to answer, place on hold, or release 9-1-1 calls from the call icons on the map.

2.7.46 Allow for multiple data sets in each type of spatial geo-coding; point, centerline, or polygon.

2.7.47 The solution shall provide GIS tools that will allow for State GIS staff to perform ongoing validation of existing Master Street Address Guide with the Delaware GIS as each is updated, check for GIS errors in preparing for Next Generation geospatial routing, and suggest fixes where needed.

Time Synchronization

2.7.48 The solution shall be capable of synchronizing to a network time protocol (NTP) source.

2.7.49 The solution shall have a redundant NTP time source.

2.7.50 In the absence of an NTP source, the solution shall remain internally synchronized (common equipment and call handling workstations will be synchronized to the common equipment time).
Reporting and Metrics

Reporting and Metrics

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

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

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

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

2.7.55 The MIS system must report on all types of calls and provide comparative statistics for voice and Text.

2.7.56 At minimum, the standard reports must include:

- Number of Calls
 - Per Day, Week, Month, Quarter, Year
- Number of Calls Absolute Data
 - Number of Calls per Hour of the Day, Hour of the Week, Day of the Week, Day of the Month, Week of the Year, Month of the Year, Quarter of the Year
- Number of Calls Statistical Data
 - Percentage of Calls per Hour of the Day, Hour of the Week, Day of the Week, Day of the Month, Week of the Year, Month of the Year, Quarter of the Year
 - Avg/Min/Max Number of Calls per Hour of the Day, Hour of the Week, Day of the Week, Day of the Month, Week of the Year, per Month of the Year, Quarter of the Year
- Distribution of Calls by Trunk/Trunk Group
 - Number/Percentage of Calls per Trunk, Trunk Group

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- Distribution of Calls by Agent/Agent Group
 - Number/Percentage of Calls per Agent, Agent Group
 - Avg/Min/Max Number of Calls per Day per Agent, Week per Agent, Month per Agent, Quarter per Agent, Year per Agent
- Call Answer Time/Process Time/Hold Time
 - Number/Percentage of Calls per range of Answer Time, Process Time, Hold Time
 - Call Summary List, Incorrect ALI Summary List, Incorrect ALI Detail Report, Manual ALI Lookup Summary List, Top 50 ANIs

Support and Warranty

2.7.57 Offeror shall describe all maintenance and warranty plans pertaining to the proposed solution. The State has no obligation to accept any plans that conflict with the requirements below and reserves the right to negotiate the plans further during contract negotiations.

2.7.58 Successful offeror shall have a 24/7/365, staffed call/monitoring center that actively ensures network integrity.

2.7.58.1 In the response, the Offeror shall state where the call/monitoring center is, and standard staffing levels on duty.

2.7.58.2 In the response, the Offeror shall describe the call/monitoring center escalation processes.

2.7.59 The State requires that there be call center staff dedicated to State of Delaware in order to expedite the process of calling in, and resolving trouble tickets.

2.7.59.1 Offeror shall state the call center staff positions and process for the State of Delaware.

2.7.60 Successful offeror shall provide an initial response to any identified issue within 4 hours.

2.7.61 For any issue where 9-1-1 calls are not being delivered to any one of the State PSAPs, the successful offeror's initial response time shall be 2 hours.

2.7.62 The successful offeror shall provide in-State technicians for on-site support.

2.7.62.1 Offeror shall state the number of staff dedicated to the State of Delaware that will be on –call within the State of Delaware.

2.7.63 If issues are identified as being of on-site origin, successful offeror shall respond no later than 4 hours from time of identifying the on-site issue.

2.7.64 If issues are identified as being of on-site origin and 9-1-1 calls are not being delivered to any one of the State of Delaware PSAPs, the successful offeror's on-site response time shall be 2 hours.

2.7.65 For the term of the contract, the successful offeror must maintain in their system any bug fixes, updates, versions releases, and modifications to all their software required for the operation of the system with no additional cost to the State.

2.7.66 The State expects their partner in the Next Generation 9-1-1 solution to be committed to the industry standards and evolving their solution. As a hosted service solution, the State requires the

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solution to always be the latest generally available version and underlying operating system software updated as needed to support the solution with no additional charges. Offerors shall confirm that the submitted pricing includes all generally available vendor versions to be deployed in the State of Delaware for the next 10 years.

NG9-1-1 System Survivability and Availability

2.7.67 The successful offeror's NG 9-1-1 call routing solution shall not require down time for routine or anticipated maintenance; the solution as a whole must remain operational.

2.7.68 Solution must maintain 99.999% availability on a 24/7/365 basis. As a result, successful offeror shall be penalized on a per minute basis beyond the acceptable downtime of 5.256 minutes annually. (formula = $((24*60)*365)*0.00001$) If the solution exceeds this amount of downtime, contractor will be financially liable for any actual damages sustained, provide a written root cause analysis of problem and corresponding solution and may be subject to cancelation of contract with no penalties to the State of Delaware.

Cloud Based Call Handling Services

2.7.69 The State requires a cloud-based call handling solution, hosted within the United States, for the greatest functionality and survivability.

2.7.70 All redundant core elements of the call handling solution shall be housed and maintained outside Delaware but inside the United States. Specifically, the core call handling elements shall be hosted outside of a 300-mile radius of any Delaware PSAP to ensure survivability at alternate locations in the event of hurricane or other catastrophic event.

2.7.71 The redundant core elements shall be separated by a minimum distance of 1,000 miles, such that no one single catastrophic event can disable both data centers.

2.7.71.1 Offerors shall describe how their call handling solution meets these requirements, locations of redundant core data centers, and list sites already active on those centers.

2.7.72 Each PSAP shall have dual redundant network routers and local infrastructure that maintains dual LAN connectivity to each call taking position.

2.7.73 The solution shall terminate administrative lines and ring down lines. The State has provided the number of positions at each PSAP (Exhibit 1). Local ingress telephony lines shall accommodate Plain Old Telephony (POTs) lines, analog or PRI connectivity to local PBX systems, and virtual ring down circuits. Offerors shall state how many local ingress lines are provisioned in their solution to meet the needs for these numbers of positions at each PSAP.

2.7.74 The solution shall have the ability to scale up or scale down to meet the future needs for the State of Delaware. System shall be capable of 100% expansion without impacting normal call delivery or additional costs to the State other than defined incremental costs of adding a call handling position at a PSAP, or reducing positions if PSAPs were to consolidate. The optional cost per incremental position is to be fixed for the term of the contract.

2.7.75 Offeror must have a minimum of 3 deployments operating in a live production environment with a cloud-based, regionally separated core, redundant ESINet call delivery model for a minimum of one year. Offeror shall include the names and contact information of these sites as references.

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2.7.76 The State requires that the call handling telephony system be provided as a service. Specifically, the State is NOT seeking to lease or purchase call handling equipment, including workstations, keyboards, headsets, etc. All equipment shall be owned and maintained by the successful offeror. The cost will be provided as a fixed cost per month, per PSAP for a minimum 10 year contract period.

NG9-1-1 Logging Recorder

2.7.77 Logging of the NG9-1-1 voice traffic shall be provided for in the solution.

2.7.78 The solution shall include a hosted IP logging recorder to capture voice traffic at both host datacenters. These recordings shall be accessible at the PSAP locations with proper access authority.

2.7.79 The system shall also provide for local analog position recording of telephone and radio at the PSAP positions for utilization of existing analog logging recorders.

2.7.80 All recordings shall be maintained in the system, available for retrieval, for a minimum of 180 days.

Call Handling Survivability and Availability (Cloud Based)

2.7.81 The solution shall have no single points of failure. Loss of any one redundant component shall not cause the loss of call and data delivery to all operational call handling positions. Successful offeror is responsible for ensuring that dual network architecture be maintained to each and every answering position. For example, loss of a single PSAP LAN switch should not cause the loss of any call taking position capabilities.

2.7.82 The solution shall be delivered to the State PSAPs via a private, public safety grade network utilizing at minimum two diverse carriers.

2.7.83 The solution shall provide overflow/failover capabilities in the event of regional catastrophic event in Delaware. The solution shall have the ability to deliver calls State or agency utilizing legacy, i3, or cloud based 9-1-1 solutions.

2.7.83.1 In the event of catastrophic loss of PSAP facilities in Delaware, Offerors shall describe how your abilities to triage and redirect calls from your cloud based centers to the PSTN and designated alternate locations within the State.

Cloud Specific Terms and Conditions

2.7.84 Offerors shall reply to the State of Delaware Cloud and Offsite Hosting Specific Terms and Conditions (Attachment 13) and include this completed Attachment in their response. Contractors shall have successfully negotiated these terms and conditions with the Department of Technology and Information prior to contract signature.

3. Acceptance Testing

3.1.1 Successful offeror shall be responsible for performing and documenting acceptance testing of the solution. Offerors shall describe processes they will use for testing. This includes but is not limited to: Performance and Load Testing; Stress and Recovery Testing; Security Testing; Interoperability and Compatibility Testing; and Latency Testing.

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3.1.2 Offerors shall include an initial Acceptance Testing Plan in their proposal. This Plan will be finalized during contract negotiations.

3.1.3 Successful offeror will certify in writing when the solution is ready for testing.

3.1.4 The State shall not accept the solution until the successful offeror has completed the Final Testing Plan to the State's satisfaction.

3.1.5 If the successful offeror has not successfully completed testing within thirty calendar days of their stated date of completion, the State shall, at its sole discretion, have the option to cancel the contract or to continue the acceptance test.

4. Security (Cloud Based)

4.1 In their response, Offerors shall describe their processes for:

- a) Data security
- b) Network security
- c) Physical plant security

4.2 The solution must incorporate monitoring that will detect abnormal traffic indicative of a security problem, such as a breach or compromised system. Offerors shall describe how the solution meets this requirement in their response.

5. Fee Structure

The State is purchasing this solution as a service, not as a lease or equipment purchase. Offerors shall provide a fixed monthly cost for the solution for each PSAP on the basis of a 10 year contract.

The State requires that the total fixed monthly cost be reached only after all services are implemented. Until that time, each PSAPs monthly costs will be a prorated amount, with any costs associated with any specific service, that is not yet implemented, deducted from the monthly PSAP bill.

The Offeror shall provide a cost for each PSAP, including particular emphasis on phasing in of the solution including a cost ramp up as services are deployed and accepted.

5.1 Offerors shall provide any one time, non-reoccurring, upfront costs by PSAP and at what point the State will be invoiced for those charges. (For example, at contract signing, at PSAP deployment, etc. if applicable.)

5.2 Offerors shall provide a monthly cost per PSAP for the State of Delaware Next Generation 9-1-1 solution as a fixed price for a completely implemented solution for a ten year contract. This would be the maximum cost the State would be invoiced unless numbers of positions change.

5.3 The State is aware that deployment of the solution will be over a phased time frame. The State may choose to not implement some features at initial deployment, or for an extended time. The State shall not be invoiced for services that are not deployed and accepted.

5.3.1 Offerors must provide an itemization of separate services and corresponding monthly costs per PSAP for which the State would not billed for until implemented and accepted. For example of your offering should have deductions listed for ESINet, ALI maintenance/delivery, call handling subsystem, Text to 9-1-1 delivery, digital content (pictures, video), etc.

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5.3.2 An example pricing table is included below. The offeror shall stay with this format, but may change specific services as best fits their solution.

PSAP	Full Solution Total per month	ESINet Deduct per month	SMS Deduct per month	Digital Content Deduct per month	ALI Mgmt. Deduct per month	Commercial Data ALI Deduct per month	(other vendor services) Deduct per month	other vendor services) Deduct per month
Newark PD	\$AAA	\$						
Rehoboth PD	\$BBB	\$						
Seaford PD	\$CCC	\$						
Sussex County	\$DDD	\$						
University of Delaware	\$EEE	\$						
Wilmington PD	\$FFF	\$						
Dover PD	\$GGG	\$						
Kent County	\$HHH	\$						
New Castle	\$III	\$						

5.3.3 Above referenced and included services shall not be charged for a specific PSAP until a PSAP deploys and accepts those services

5.4 Offerors shall list all capabilities above and beyond the minimum criteria as optional components. For optional components Offerors shall describe all optional components in a separate Section of the Proposal titled "Optional Component" and submit a line item listing of optional items and corresponding pricing in Section titled "Optional Components Pricing." In the event Offerors need further information to determine cost for optional items only, Offerors may state: "To be determined during contract negotiation."

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Exhibit 1

Delaware PSAPs: Positions:

Newark PD	7	220 South Main St	Newark, DE 19711
Rehoboth PD	3	229 Rehoboth Ave.	Rehoboth Beach, DE 19971
Seaford PD	4	300 Virginia Ave.	Seaford, DE
Sussex County	23	21911 Rudder Lane	Georgetown, DE 19947
University of DE	5	413 Academy St	Newark, DE 19716
Wilmington PD	15	300 N. Walnut St. William T. McLaughlin Public Safety Building	Wilmington, DE 19801
Dover PD	7	400 S. Queen St.	Dover, DE 19904
Kent County	19	911 Public Safety Boulevard	Dover, DE 19901
New Castle	41	3601 N. DuPont Hwy	New Castle, DE 19720

**APPENDIX B
GSS14716-E911_SVC**

Sample Professional Services Agreement

Appendix B is included with this RFP and provides offerors with an opportunity to review the Professional Services Agreement that will be executed between the successful offeror(s) and the State.

Appendix B should not be included in a respondent's proposal.

Any exceptions a respondent may have to Appendix B must be listed on Attachment 3 of the RFP. Attachment 3 must be included in the respondent's proposal. Exceptions not listed on Attachment 3 will not be considered at any point in the evaluation or award process.

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APPENDIX B
GSS14716-E911_SVC
Next Generation 9-1-1 Evolution

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Agreement (Agreement) is entered into as of _____, 20__(Effective Date) and will end on _____, 20__, by and between the State of Delaware, Department of _____, Division of _____, _____ ("Delaware"), and VENDOR NAME, a _____ corporation, with offices at _____.

WHEREAS, Delaware desires to obtain certain services to _____; and _____.

WHEREAS, VENDOR NAME desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and VENDOR NAME represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and VENDOR NAME agree as follows:

1. Services.

1.1. VENDOR NAME shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals; and (c) VENDOR NAME's response to the request for proposals, attached hereto as Exhibit 1. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by VENDOR NAME shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify VENDOR NAME, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by VENDOR NAME for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4. VENDOR NAME will not be required to make changes to its scope of work that result in VENDOR NAME's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

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2. Payment for Services and Expenses.

2.1. The term of the initial contract shall be from _____, 20__ through _____, 20____.

2.2. Delaware will pay VENDOR NAME for the performance of services described in Appendix ____, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix ____.

2.3. Delaware's obligation to pay VENDOR NAME for the performance of services described in Appendix ____, Statement of Work will not exceed the negotiated price structure included in Appendix _____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by VENDOR NAME and it shall be VENDOR NAME's responsibility to ensure that all services are completed for the agreed upon price structure. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to VENDOR NAME.

2.4. VENDOR NAME shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide VENDOR NAME a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle VENDOR NAME to charge interest on the overdue portion at the lower rate of 1.0% per month. All payments should be sent to VENDOR NAME, VENDOR ADDRESS.

2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by VENDOR NAME. If an Appendix specifically provides for expense reimbursement, VENDOR NAME shall be reimbursed only for reasonable expenses incurred by VENDOR NAME in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7. Delaware shall subtract from any payment made to VENDOR NAME all damages, costs and expenses caused by VENDOR NAME's negligence, resulting from or arising out of errors or omissions in VENDOR NAME's work products, which have not been previously paid to VENDOR NAME.

2.8. Invoices shall be submitted to the address provided by the ordering agency.

3. Responsibilities of VENDOR NAME.

3.1.
a. VENDOR NAME shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR NAME, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, VENDOR NAME shall follow practices consistent with generally accepted professional and technical standards.

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b. Where applicable, VENDOR NAME shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, VENDOR NAME shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. VENDOR NAME shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by VENDOR NAME's failure to ensure compliance with DTI standards.

3.2. It shall be the duty of VENDOR NAME to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. VENDOR NAME will not produce a work product that violates or infringes on any copyright or patent rights. VENDOR NAME shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3. Permitted or required approval by Delaware of any products or services furnished by VENDOR NAME shall not in any way relieve VENDOR NAME of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of VENDOR NAME's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and VENDOR NAME shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by VENDOR NAME's performance or failure to perform under this Agreement.

3.4. VENDOR NAME shall appoint a Primary Contact who will have authority within VENDOR NAME to ensure the performance of all services specified by this Agreement. The Primary Contact will be:

Name	Title
_____	_____

3.5. Designation of Primary Contact is subject to review and approval by Delaware. Upon receipt of written notice from Delaware that the Primary Contact is unsuitable to Delaware for good cause, VENDOR NAME shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6. VENDOR NAME shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7. VENDOR NAME agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8. VENDOR NAME has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.

3.9. VENDOR NAME will not use Delaware's name, either expressly or implied, in any of its advertising or sales materials without Delaware's express written consent.

3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

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4. Time Schedule.

4.1. Delaware reserves the right to identify specific time schedules for the services specified by this agreement provided the schedules are reasonable to the nature of the services as established by the prevailing market for the services. Such time requirements will be clearly identified in purchase orders issued to VENDOR NAME.

4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.

4.3. In the event that VENDOR NAME fails to complete the services within the time specified in the purchase order, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix ___ of this Agreement and /or in the purchase order(s) issued through this Agreement

5. State Responsibilities.

5.1. In connection with VENDOR NAME's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2. Delaware agrees that its officers and employees will cooperate with VENDOR NAME in the performance of services under this Agreement and will be available for consultation with VENDOR NAME at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3. The services performed by VENDOR NAME under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform VENDOR NAME by written notice before the effective date of each such delegation.

5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to VENDOR NAME. It is understood that Delaware's representatives' review comments do not relieve VENDOR NAME from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by VENDOR NAME as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

VENDOR NAME shall return any original data provided by Delaware.

5.6. Delaware shall assist VENDOR NAME in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7. VENDOR NAME will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

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5.8. Delaware agrees not to use VENDOR NAME's name, either expressly or implied, in any of its advertising or sales materials. VENDOR NAME reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by VENDOR NAME for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. VENDOR NAME shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. VENDOR NAME retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which VENDOR NAME retains title, whether individually by VENDOR NAME or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3. In no event shall VENDOR NAME be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, VENDOR NAME shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by VENDOR NAME prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of VENDOR NAME even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 Del. C. ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1. VENDOR NAME warrants that its services will be performed in a good and professional manner. VENDOR NAME agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by VENDOR NAME for Delaware in connection with the provision of the Services, VENDOR NAME shall pass through or assign to Delaware the rights VENDOR NAME obtains

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from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1. VENDOR NAME shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:

- a. the negligence or other wrongful conduct of the VENDOR NAME, its agents or employees, or
- b. VENDOR NAME's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
- i. VENDOR NAME shall have been notified promptly in writing by Delaware of any notice of such claim; and
- ii. VENDOR NAME shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2. If Delaware promptly notifies VENDOR NAME in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, VENDOR NAME will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. VENDOR NAME will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
- b. Delaware's failure to use corrections or enhancements made available by VENDOR NAME;
- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by VENDOR NAME;
- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable; or
- e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in VENDOR NAME's opinion is likely to be, held to be infringing, VENDOR NAME shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and VENDOR NAME's entire liability with respect to infringement.

9.3. Delaware agrees that VENDOR NAME's total liability to Delaware is for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or VENDOR NAME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to VENDOR NAME.

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In no event shall VENDOR NAME be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if VENDOR NAME has been advised of the likelihood of such damages.

10. Employees.

10.1. VENDOR NAME has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR NAME in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of VENDOR NAME who will be assigned to this project.

11. Independent Contractor.

11.1. It is understood that in the performance of the services herein provided for, VENDOR NAME shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. VENDOR NAME shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2. VENDOR NAME acknowledges that VENDOR NAME and any subcontractors, agents or employees employed by VENDOR NAME shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. VENDOR NAME shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, VENDOR NAME has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose.

12. Suspension.

12.1. Delaware may suspend performance by VENDOR NAME under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to VENDOR NAME at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay VENDOR NAME its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. VENDOR NAME shall not perform further work under

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this Agreement after the effective date of suspension. VENDOR NAME shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

12.2. In the event Delaware suspends performance by VENDOR NAME for any cause other than the error or omission of the VENDOR NAME, for an aggregate period in excess of 30 days, VENDOR NAME shall be entitled to an equitable adjustment of the compensation payable to VENDOR NAME under this Agreement to reimburse VENDOR NAME for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

13. Termination.

13.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after VENDOR NAME is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

13.3. If termination for default is effected by Delaware, Delaware will pay VENDOR NAME that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to VENDOR NAME at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of VENDOR NAME's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event VENDOR NAME shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of VENDOR NAME assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4. Upon receipt of notice of termination of this Agreement, the Vendor shall provide timely, accurate records and materials to the State, and make personnel available to answer questions that arise, and otherwise cooperating with the Office of Management and Budget's reasonable requests in compliance with item eight of Attachment 12 – Terms and Conditions for Cloud Providers.

13.5. If after termination for failure of VENDOR NAME to fulfill contractual obligations it is determined that VENDOR NAME has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

13.6. The rights and remedies of Delaware and VENDOR NAME provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

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13.7. Gratuities.

- a. Delaware may, by written notice to VENDOR NAME, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR NAME or any agent or representative of VENDOR NAME to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against VENDOR NAME it could pursue in the event of a breach of this Agreement by VENDOR NAME.
- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. 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.

15. Assignment; Subcontracts.

15.1. Any attempt by VENDOR NAME to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

15.2. Services specified by this Agreement shall not be subcontracted by VENDOR NAME, without prior written approval of Delaware.

15.3. Approval by Delaware of VENDOR NAME's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve VENDOR NAME of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4. VENDOR NAME shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by VENDOR NAME, its subcontractor or its sub-subcontractor.

15.5. The compensation due shall not be affected by Delaware's approval of the VENDOR NAME's request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may

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immediately terminate this Agreement, and absent such action this 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.

17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

VENDOR NAME and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. ' 2502.

19. Complete Agreement.

19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and VENDOR NAME with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

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

19.3. VENDOR NAME may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1. In performance of this Agreement, VENDOR NAME shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. VENDOR NAME shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4. VENDOR NAME covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. VENDOR NAME further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

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20.5. VENDOR NAME acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. VENDOR NAME recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare VENDOR NAME in breach of the Agreement, terminate the Agreement, and designate VENDOR NAME as non-responsible.

20.6. VENDOR NAME warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8. VENDOR NAME shall maintain all public records, as defined by 29 Del. C. ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit VENDOR NAME's performance and records pertaining to this Agreement at the VENDOR NAME business office during normal business hours.

21. Insurance.

21.1. VENDOR NAME shall maintain the following insurance during the term of this Agreement:

- a. Workers' Compensation and Employer's Liability Insurance in accordance with applicable law, and
- b. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, and
- c. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- e. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- f. 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.

21.2. VENDOR NAME shall provide forty-five (45) days' written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, VENDOR NAME hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or

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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 by the State pursuant to this contract.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. VENDOR NAME consents to jurisdiction venue in the State of Delaware.

24. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:
(Agency contact address) _____

VENDOR:
(Vendor contact address) _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

STATE OF DELAWARE
DEPARTMENT OF _____

Witness

Name

Title

Date

VENDOR NAME

Witness

Name

Title