



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

06/28/2017

TO: ALL OFFERORS

FROM: PRISCILA ZHININ
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: ADDENDUM TO REQUEST FOR PROPOSAL NO.: GSS17406-DATA_STOR

ADDENDUM # 1

The purpose of this addendum is to answer questions received regarding the solicitation.

Information regarding the current contract can be found online at:
http://bids.delaware.gov/bids_detail.asp?i=4288&DOT=N

Q: Will the State of DE accept the following language modification to section 26. Indemnification of the General Provisions section of the RFP? Specifically the addition of the limitation of liability language and qualifying the Indemnification language. Please see this language modification below?

26. LIMITATION OF LIABILITIES AND INDEMNIFICATION

a(1). Limitation of Liabilities

VENDOR's liability for any loss or damage resulting solely from VENDOR's acts or omissions, without contributing cause from the acts or omissions of the State of Delaware or its agents, employees or contractors shall be the replacement cost of the medium and container damaged or destroyed and, subject to the limitations set forth herein, the regeneration of the data on the storage medium and notification of any customers of the State of Delaware who may be affected by the lost medium, if notification by State of Delaware is required by law. Notwithstanding the foregoing however, VENDOR's maximum liability shall be the replacement of the medium or microfilm with material of like quality; liability for regeneration of the data and notification of the State of Delaware shall never exceed \$100,000.00 during the life of the contract, irrespective of the number of losses.

a(2). General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, and subject to the Limitation of Liabilities set forth in Section 26a(1) above, 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.



A: Vendors may elect to take minor exceptions to the specifications, terms and conditions of this RFP. Refer to section V. Exceptions for instructions. Acceptance of exceptions is not guaranteed.

Q: What is the service address for State of Delaware/Data Center Address?

A: State of Delaware Data Service Center Address is 168 S DuPont Hwy, New Castle, DE 19720.

Q: What are the volumes to be stored? Tapes/Containers?

A: Please refer to the current contract

http://contracts.delaware.gov/contracts_detail.asp?i=1099 and review the Contract Usage Information section.

Q: If containers, what size are used small, medium, large & how many?

A: Please refer to the current contract

http://contracts.delaware.gov/contracts_detail.asp?i=1099 and review the Contract Usage Information section.

Q: What is the service frequency? Daily, Weekly, Monthly or On Demand?

A: That is scheduled with each individual agency.

Q: Where is the State of Delaware Hot-Site located?

A: For security reasons, this information is confidential and must remain so.

Q: How many items (tapes or containers) are handled incoming/outgoing (daily, weekly or monthly)?

A: That is scheduled with each individual agency.



Q: What are the service addresses for your Kent, Sussex, and New Castle Counties?

<u>Agency Name</u>	<u>Address</u>	<u>County</u>
DTI - William Penn	801 Silver Lake Blvd, Dover DE	Kent County
Department of State	401 Federal Avenue, Dover DE	Kent County
Div. of Industrial Affairs	4425 N. Market Street, Wilmington DE	New Castle County
State Lottery	1575 McKee Road, Dover DE	Kent County
Biggs Data Center	1901 N DuPont Hwy, New Castle DE	New Castle County
Dept. of Education	801 Silver Lake Blvd, Dover DE	Kent County
Health & Social Services	1901 N DuPont Hwy, New Castle DE	New Castle County
Dept. of Transportation	Middletown Toll Plaza	New Castle County
Dept. of Transportation	Dover Toll Plaza	Kent County
Dept. of Transportation	Newark Toll Plaza	New Castle County
Dept. of Labor	4425 N Market Street, Wilmington DE	New Castle County
Dept. of Natural Resources	89 Kings Hwy, Dover DE	Kent County
Economic Office	99 Kings Hwy, Dover DE	Kent County
Treasurer's Office	540 S DuPont Hwy, Suite 4, Dover DE	Kent County
Dept. of Insurance	841 Silver Lake Blvd, Dover DE	Kent County
Commissioner of Elections	111 S West Street, Suite 10, 2nd Floor, Dover DE	Kent County

Q: How many service locations, with addresses will there be?

A: Refer to the question above, and refer to the current contract http://contracts.delaware.gov/contracts_detail.asp?i=1099 and review the Contract Usage Information section.

Q: In regards to the below section (page 57) of the above referenced RFP, please see my question below.

JJ Vendor Services - Vendor must also be able to provide electronic data vaulting services as it relates to the receipt and transmission of encrypted data for storage on a system classified as Top Secret and in compliance with DTI architecture standards. "VENDOR NAME" is a long standing provider of off-site data storage services in the DC Metropolitan area. The distance to service the counties in Delaware required for this RFP for physical off-site data storage will not make it possible for Recovery Point to submit an offer. However, "VENDOR NAME" is a nationally recognized cloud back up provider. Would it be permitted to submit a proposal for these services only?

A: The specification in JJ states "vendor must also..."; therefore the State is looking for a vendor(s) who can provide all services requested in the RFP.

