

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Telecommunications Systems & Services
ISSUED BY GOVERNMENT SUPPORT SERVICES
CONTRACT NUMBER GSS17455-TELECOMM

I. Overview

Government Support Services seeks qualified vendors to provide Telecommunications Systems and Services. 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: March 21, 2017
Deadline for Questions	Date: March 24, 2017
Response to Questions Posted by:	Date: March 31, 2017
Deadline for Receipt of Proposals (Time)	Date: April 19, 2017 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: Within 90 days of receipt of proposals

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, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States and will agree to meet applicable Delaware Department of Technology and Information IT standards and policies.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

The proposed RFP schedule of events does not include a mandatory pre-bid meeting; as a result, a mandatory pre-bid meeting has not been scheduled for this Request for Proposal.

II. Scope of Services

A. OVERVIEW:

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

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B. DETAILED REQUIREMENTS:

The technical requirements of this RFP are stated in Appendix B. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix G. Vendors may submit proposals for one, some or all systems and services identified in Appendices B and G.

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 of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. 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 Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
5. Provide response to Employing Delawareans Report (Attachment 9)
6. Financial statements, income statements and balance sheets, for two consecutive previous years.
7. Must agree to meet the State's IT Standards and Policies, including but not limited to, the Cloud and Offsite Hosting Policy located at:
<http://dti.delaware.gov/information/standards-policies.shtml> and
<http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingPolicy.pdf>

The type of data will determine which of the following standards will be required prior to the start of any given project:

<http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingTemplatePublic.pdf>

<http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingTemplateNonPublic.pdf>

8. See Appendix A for additional information on minimum requirements.

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B. General Evaluation Requirements

1. Service and Support
2. System Price
3. Technology
4. Reputation (includes references, past contract performance, financials)

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 Vendors with a Disability

Vendors 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 vendor. Vendors should rely only on written statements issued by the RFP designated contact.

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

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 vendors' responses. Bidders 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. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently

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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 a vendor 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.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

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 six 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 April 19, 2017**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Carmen Herrera
Department of Technology and Information

STATE OF DELAWARE
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**William Penn Building
801 Silver Lake Boulevard Dover, Delaware 19904
carmen.herrera@state.de.us**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. GSS17455-TELECOMM” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

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 Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor’s conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 31, 2017. 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, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

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

The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any

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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 vendors 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 a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor 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 vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to

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the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, 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. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. 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.

a. Primary Vendor

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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 vendors 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 vendor 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.

14. Sub-Contracting

The vendor 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.

15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware’s Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor’s proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

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Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, 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. All questions shall be received no later than **March 24, 2017**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **March 31, 2017**. Vendor names will be removed from questions in the responses released. Questions should 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

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

16. 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 vendor'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.

17. State's Right to Cancel Solicitation

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

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

18. 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 vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best

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interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Notification of Withdrawal of Proposal

Vendor 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.

21. 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.

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Exceptions listed elsewhere in a proposal will not be considered. **DO NOT** list general statements on Attachment 3 agreeing to negotiate terms and conditions at the time of award in lieu of listing individual exceptions. Such statements shall be interpreted as taking exception to the entire RFP and the proposal shall be deemed non-responsive. Acceptance of exceptions is within the sole discretion of the State.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. 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 vendor(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 a vendor 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 vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

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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 vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor 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 vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

25. Cooperatives

Vendors, 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 vendors. Vendors 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 vendors 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 vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of 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 vendor 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 vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

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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.

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 vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* [§6986](#). Such selection will be based on the following criteria:
 - Total points meet or exceed the overall median score providing such a pool of vendors will adequately serve the needs of the State.

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
Service and Support	30%
System Price	31%
Technology	30%
The offeror's ability to meet Delaware's basic contract terms and required provisions without seeking exception.	10
Reputation (includes references, past contract performance, financials)	9%
Total	110%

Vendors 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 a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

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

5. Oral Presentations

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

The selected vendors 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 vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

a. The term of the contract between the successful bidder and the State shall be for two years with three optional extensions for a period of one (1) year for each extension.

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- b. The selected vendor 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. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors 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 vendor'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 vendor'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 vendor 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 vendor.
- f. If the vendor 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 vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

4. Collusion or Fraud

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

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor 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 vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(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.

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5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors 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 vendor 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.

6. Solicitation of State Employees

Until contract award, vendors 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 vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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

7. 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 may provide working space and sufficient supplies and material to augment the Contractor's services.

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b. Licenses and Permits

In performance of the contract, the vendor 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 vendor. The vendor 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 vendor 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.

c. Notice

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

**Department of Technology and Information
801 Silver Lake Boulevard, Dover, DE 19904
Procurement Officer**

d. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

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

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products")

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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.

e. Insurance

1. 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.
2. 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.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Comprehensive General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry at least one of the following depending on the type of Service or Product being delivered.
 - i. Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate

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4. 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).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

f. Performance Requirements

The selected Vendor 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.

g. Performance Bond

There is no Performance Bond requirement at the time of award since no specific project has been requested at this time. The State reserves the right to require a Performance Bond for projects on a case-by-case basis.

h. Vendor Emergency Response Point of Contact

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

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

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%).

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k. Penalties

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

l. Dispute Resolution

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

m. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Government Support Services.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 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 this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

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

n. Non-discrimination

In performing the services subject to this RFP the vendor, 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 vendor 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 vendor 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 Vendor 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.

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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 vendor 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. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Government Support Services.

r. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

s. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(q\)](#) for applicable established provisions.

t. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation.

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The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

u. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

v. Work Product

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

w. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor'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 vendor.

x. Applicable Law

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

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In submitting a proposal, Vendors 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 vendor 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.

y. 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.

z. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

aa. 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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bb. Affirmation

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

cc. Audit Access to Records

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

dd. Standard Practices:

The Contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The Contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The Contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by the Department of Technology and Information (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.

ee. Security Controls:

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any system or software meets or exceeds the CIS Top 20 Critical Security controls located at <https://www.cisecurity.org/critical-controls.cfm>.

ff. Cyber Security Liability:

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

gg. Information Security:

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

hh. Cloud And External Hosting:

All vendors shall be responsible for complying with the Terms and Conditions for Cloud Providers and External Hosting Terms and Conditions listed in Appendix D and Appendix E. Vendors who will be externally hosting State of Delaware data must submit both completed Appendices in their response.

ii. 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 vendor 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.

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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. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **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.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17455-TELECOMM on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
12. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
13. **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

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, 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 solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

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. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

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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.

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
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Appendix D – Non-Public Data Owned by the State of Delaware
- Appendix E – Public Data Owned by the State of Delaware
- Appendix F – Professional Services Agreement
- Appendix G – Pricing Forms

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 9 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 awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

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 vendorusage@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.

AGENCIES MAY NOT REMOVE SUBCONTRACTING 2ND TIER REPORTS – Reporting is required by Executive Order.

In accordance with Executive Order 44, 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 vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. GSS17455-TELECOMM

Contract Title: TELECOMMUNICATIONS
SYSTEMS AND SERVICES

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

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

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

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

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

FIRM NAME

SIGNATURE

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

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

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.: GSS17455-TELECOMM
CONTRACT TITLE: Telecommunications Systems and Services
DEADLINE TO RESPOND: April 19, 2017 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, subject to any express exceptions set forth at Attachment 3, 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
NAME OF AUTHORIZED REPRESENTATIVE _____		Partnership
(Please type or print) _____		Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ SPIN NUMBER _____

EMAIL ADDRESS _____ FAX NUMBER _____

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 3

Contract No. GSS17455-TELECOMM
Contract Title: Telecommunications Systems and Services

EXCEPTION FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Attachment 4

Contract No. GSS17455-TELECOMM
Contract Title: Telecommunications Systems and Services

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Attachment 5

Contract No. GSS17455-TELECOMM
Contract Title: Telecommunications Systems and Services

BUSINESS REFERENCES

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

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

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

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. <p style="text-align: center;">GSS17455-TELECOMM</p>	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 7

STATE OF DELAWARE
MONTHLY USAGE REPORT
SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

Contract Number / Title: _____

See Below for Transaction Detail

E-mail report to vendorusage@state.de.us no later than the 15th of each month for prior calendar month usage

Check here if there were no transactions for the reporting period

Supplier Name: _____
Contact Name: _____
Contact Phone: _____

State Contract Item Sales \$ _____
Non-State Contract Item Sales \$ _____
Total Sales \$ _____

Report Start Date: _____
Report End Date: _____
Today's Date: _____

Customer Group	Customer Department, School District, or OTHER - Municipality / Non-Profit	Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)	Item Description	Awarded Contract Item YES/NO	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend (Qty x Contract Proposal Price/Rate)

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.

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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: vendorusage@state.de.us

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Attachment 9

Contract No. GSS17455-TELECOMM
Contract Title: Telecommunications Systems and Services

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.

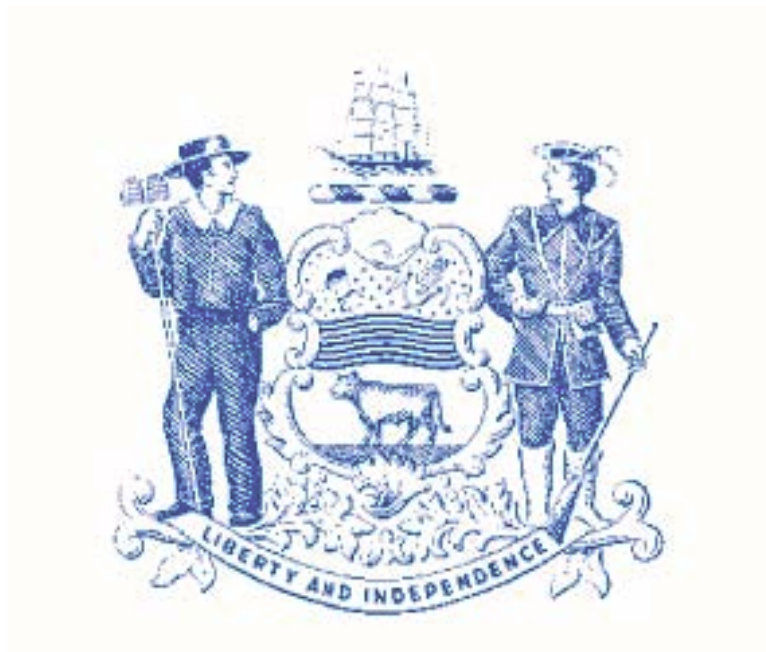
State of Delaware
Office of Supplier Diversity
Certification Application

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.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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APPENDIX A

MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation 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 vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors 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 identified in the solicitation, including Appendix G in Excel format.
4. 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 .** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

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

Vendors shall provide proposal packages in the following formats:

1. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Six electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. 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).

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. General:

- 1.1. Vendors must be able to supply single-source Telecommunications solutions to the State. This shall include, but not be limited to, demonstrations, design configuration and engineering assistance, implementation assistance, installation, and training for all system sizes.
- 1.2. As new technologies emerge, it will be the responsibility of the vendors to advise the State of their availability. If the State feels these new technologies will benefit the State, it will allow the vendor to add them to the existing contract offering.
- 1.3. Statements made in response or in any appendix to this RFP about equipment or services are considered to be part of the contract. All conditions and questions stated in this RFP must be answered as precisely as possible, and in the sequence as stated. Failure to address any of the requirements or vague responses could result in disqualification of the proposal.
- 1.4. This Request for Proposal may request several different levels of equipment configurations solely for evaluation purposes.
- 1.5. Provide a complete listing of all offered and supported telecommunications equipment, software, and ancillary products, including Internet Telephony solutions, video processors and call monitors and recording equipment.

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

- 2.1. PROVIDE – supply as deliverable all essential, new components of a completely functional system as defined in the project scope document.
 - 2.1.1. PROJECT SCOPE document can be provided by the agency or can be a contracted service provided by the vendor.
 - 2.1.2. ESSENTIAL COMPONENTS may include hardware, proprietary system-only wiring, and software provided by the vendor.
- 2.2. INSTALL – delivery, setup, configuration and testing of all hardware and software components to guarantee compatibility and proper system operation.
- 2.3. INTEGRATE – guarantee proper network operation and interoperability with existing network components or circuits and comply with existing State network standards as specified by DTI.
- 2.4. GUARANTEE ON-GOING SUPPORT – demonstrated ability to insure proper operation of hardware and software. Ability to provide appropriate levels of support for all components provided as part of the turnkey solution for the term of the contract.

3. Time Requirements and Penalty

- 3.1. Quotations shall be returned to DTI in ten (10) work days or less, unless mutually agreed upon.
- 3.2. Work (equipment ordered, procurement of dates, pre-installation meetings, etc.) must be initiated within 20 days of receipt of purchase order, unless waived by the State.
- 3.3. Failure to meet this requirement may result in the State of Delaware seeking judgment on the successful vendor and cancellation of the contract.

4. Commercial Warrantee and Guarantee Certificate

- 4.1. The Vendor agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the bidder has given or offered to any customer for such supplies or services and such rights are incorporated into this Contract and provided to the State of Delaware.
- 4.2. At minimum, the Vendor shall warrant that its products are commercially acceptable and compatible and free from defects in design, workmanship, mechanical and electrical breakdown, system programming, software and materials at no expense to the ordering agency for a period of one (1) year from system acceptance. A final payment for performance shall not relieve the successful vendor of responsibility for faulty materials or workmanship.

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4.3. The vendor's warranty must include full parts replacement, including all factory labor and shipping costs. Defective material shall be returned to the vendor for repair or replacement and returned to the site at no cost to the state.

4.4. Extended warranties must be fully explained in writing.

5. Installation

5.1. The Vendor may be required to install the proposed telecommunications system to existing wiring. If existing wiring does not accommodate the selected system the ordering agency shall arrange for rewiring as required, using State contract wiring vendors.

5.2. The response to this RFP shall operate under the premise that all existing wiring is reusable.

5.3. Installation shall be conducted to ensure a minimum of interruption to the ordering agency, and shall include, but may not be limited to, the following tasks:

5.3.1. Coordination shall be maintained through the Department of Technology and Information to insure the shortest period of telecommunications service disruption possible.

5.3.2. The Vendor shall provide a schedule of installation to the ordering agency a minimum of one week prior to the start of work. The ordering agency reserves the right to specify changes in the installation schedule which are deemed necessary to meet the agency's day-to-day obligations. At a minimum, the schedule will specify the start of installation and a date/time for completion.

6. Technical Specifications

6.1. The proposed systems are to meet the following requirements. The requirements apply to all electronic applications. The proposal response shall be to furnish, deliver, install and maintain computer controlled digital telecommunications systems. Call processing shall be accomplished by mini- or micro-processors from instructions held in non-volatile memory. The telecommunications systems must be compatible with LUCENT #5ESS and NORTHERN TELECOM DMS-100 CENTREX service and must accommodate all signaling and features associated with the CENTREX service rendered by the local serving central office.

6.2. All backboards, connector blocks, patch cords, connector cables and any additional equipment are to be provided by the vendor.

6.3. All equipment and accessory materials are to be new with no refurbished, reconditioned, used or previously installed materials permitted unless expressly agreed to by DTI or the owner agency.

6.4. All cable used in this installation must conform to National Electric Code Articles 800 and 725 for use in telephone systems and interconnecting cable runs as modified by the latest version of local electrical codes. Proper fire-stop restorations must be made to all structural penetrations as specified in the NEC, UL and local fire codes.

6.5. Any cabling or wiring performed must be done only to the extent of required, proprietary installation of the systems and hardware/software of this contract. Any infrastructure wiring for general distribution purposes must be installed by a State contract vendor under the Contract number GSS16441-DATA_CBL, Data and Voice Structured Cabling.

7. Maintenance

7.1. A primary consideration in the system selection will be the vendor's ability to provide maintenance, service and support. This section establishes the requirements of the Maintenance Agreement.

7.2. Vendor should supply, if requested, annual maintenance cost for the installed telecommunications systems for the post-warranty year of installation. This cost should be listed for Helpdesk, next day parts shipment, or onsite maintenance services. Vendor should be very specific as to what is covered and what are "time and material" costs. Maintenance costs should be itemized in a separate section.

7.3. If portage is chargeable within the State of Delaware, this portion of your response should be highlighted and explained in full.

7.4. Vendor must guarantee response time of within two (2) hours for emergency service as defined by the owner agency. That service may be delivered via remote diagnostics with on-site response if the problems cannot be corrected remotely. Regular, non-emergency service must be guaranteed by the

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close of business the following business day. It is preferable to have a toll-free dial-up telephone support service with remote diagnostic troubleshooting. It is preferable to have a next-day parts delivery guarantee.

- 7.5. The vendor shall provide help desk services and remote diagnostics to the State of Delaware on purchases made from this contract. The vendor shall provide technicians with assistance from trainers and manufacturer-certified system experts via a local or toll free number. Problem determination, tracking, reporting and follow-up with callers must be provided. The vendor must provide help desk and remote diagnostics for new systems purchased on this contract.
- 7.6. The vendor's help desk services and remote diagnostics must be available, at a minimum, Monday through Friday, 8:00 a.m. to 5:00 p.m. EST on all business days. These services must be available from the primary vendor directly, not a third party. The vendor shall provide an answering service or voice mail system to receive incoming calls during hours that a help desk is not attended, or for after-hours emergency repair calls and service.

8. Disposal of Equipment

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

9. Proposed System Details

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

10. Training

- 10.1. Training must be included as an inherent part of your proposal. Ordering agency needs dictate that training be available for all management personnel, central answering position personnel, and for all staff members.
- 10.2. In the event an ordering agency is unable to provide sufficient training space, Vendor shall insure a training room is available for both pre- and post-installation instruction to the staff members.
- 10.3. A description of the training procedures that may be associated with the equipment training should be attached to your proposal as an addendum.
- 10.4. Training shall be provided at no additional charge to the ordering agency for the warranty period of the system.
- 10.5. Concurrent with the installation phase of work performed under this agreement the successful vendor shall provide training to each person in the ordering agency.

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- 10.6. Training shall include a user's guide or written material for each instrument, "classroom" instruction held at the ordering agency's site or choice, and individual instruction as required to insure competency in the operation of the system
- 10.7. The successful vendor shall be required to provide additional instruction as required to personnel directly involved in the answering and redistribution of incoming phone calls. The successful vendor shall provide additional free training as required and shall provide support via a NON-"900" telephone number during the period of this contract.

11. System Administration

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

12. System Acceptance

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

13. PBX & Key Systems

- 13.1. Mandatory Requirements:
 - 13.1.1. Size - The system as proposed must, at a minimum, support ten central office lines and thirty telephone extensions. This type of system is commonly referred to as a "SMALL" system. It must be a fully digital system. State the maximum growth this system can attain.
 - 13.1.2. The system must be supplied with non-volatile memory to preserve programmed features in the event of a power failure.
 - 13.1.3. Unless otherwise specified by the vendor, the system as proposed must require nothing more than a dedicated, unconditioned 110V AC power source and a typical room temperature and humidity environment.
 - 13.1.4. Each proposal must include ALL telephones commonly available with the proposed system and/or listed in the vendor's product literature.
 - 13.1.5. All station equipment must be installed with button designations and include a user's manual for that make/model of instrument for each set.
 - 13.1.6. The system shall be of the current standard production of the manufacturer at the time of installation and modular in design. The software supplied will be of the latest version at installation.
 - 13.1.7. MANDATORY FEATURES:
 - 13.1.7.1. Automatic Callback Calling
 - 13.1.7.2. Automatic Intercom
 - 13.1.7.3. Busy Lamp Indicators/Direct Station Selection
 - 13.1.7.4. Call Forwarding within the System
 - 13.1.7.5. Call Pickup

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- 13.1.7.6. Call Transfer
- 13.1.7.7. Call Waiting Indication/Camp-On
- 13.1.7.8. Conference Calling: Internal and External
- 13.1.7.9. Dial Accessed Intercom (Tone and Voice Signaling)
- 13.1.7.10. Distinctive Ringing: Inside vs. Outside Call
- 13.1.7.11. Hands-Free Answer Intercom
- 13.1.7.12. Hold Button
- 13.1.7.13. Multiple Station Line Appearance
- 13.1.7.14. Switch hook Flash/Double Flash Button
- 13.1.7.15. Client System Administration
- 13.1.7.16. Personal/Private Lines
- 13.1.7.17. Line Preference (Off hook & Ringing)
- 13.1.7.18. Line Pooling
- 13.1.7.19. Headset Compatibility
- 13.1.7.20. Privacy on All Lines
- 13.1.7.21. Redial (Last Number & Automatic)
- 13.1.7.22. Speed Dialing (Station & System)
- 13.1.7.23. Do Not Disturb
- 13.1.7.24. Hearing Aid Compatibility
- 13.1.7.25. Station Toll Restriction
- 13.1.7.26. Group Intercom Paging with Zones (state maximum number of zones)
- 13.1.7.27. Analog Line & Station Availability
- 13.1.7.28. Non-Blocking Switching Matrix
- 13.1.7.29. Call Park
- 13.1.7.30. Full Station Speakerphone (not intercom only)
- 13.1.7.31. Power Failure Telephone (2 lines minimum)
- 13.1.7.32. Station Messaging (from any Station & Attendant)
- 13.1.7.33. Programmable Station Buttons (DSS/BLF, Intercom, etc.)
- 13.1.7.34. External Loudspeaker Paging access

13.2. DESIRABLE FEATURES:

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

- 13.2.1. Automated Attendant
- 13.2.2. Battery Backup (State Holding Times available & Costs)
- 13.2.3. Direct Inward Station Access
- 13.2.4. Automatic Route Selection
- 13.2.5. Station Message Detail Recording
- 13.2.6. Voice Mail (State Number of Ports and Hours Options with associated prices)
- 13.2.7. Caller ID with Name and Number
- 13.2.8. T-1, DS-1 and ISDN/PRI Trunk Availability
- 13.2.9. Automatic Call Distribution and/or Uniform Call Distribution
- 13.2.10. Direct Inward Dialing (DID) Service
- 13.2.11. ISDN (BRI and PRI)
- 13.2.12. SIP Trunking
- 13.2.13. Automatic Set/Station Relocation
- 13.2.14. Video
- 13.2.15. Voice Over Internet Protocol capable
- 13.2.16. Call Monitoring & Recording/Logging
- 13.2.17. Uninterruptible Power Supply (See also UPS in this RFP)

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13.2.18. Call Accounting

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

14. Voice Processor

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

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

15. Integrated Voice Response (IVR)

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

- 15.1. Please list the makes/models of telephone systems with which your system is fully compatible. It is required to be fully compatible with CENTREX on both #5ESS and DMS-100 systems, as well as analog line, PRI/T-1/DS-1 digital trunks and SIP trunking.

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

16. IP Telephony

16.1. Purpose & Scope

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

16.2. IP Telephony Services – VoIP, Hosted & Managed

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

16.3. IP Systems – General Characteristics

- 16.3.1. Centralized call management server located off-site at a vendor location.

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- 16.3.2. A gateway device, located at the State location utilizing the service, will serve as an interface point between the State's Local Area Network (LAN) and the remote equipment of the vendor. This must be a device dedicated to voice services.
- 16.3.3. The vendor will be responsible for the digital network connectivity required to link the gateway device to the centralized call management system, and the vendor will pay any cost associated with this network connectivity. If the State provides a private TLS/MPLS network connection, that may be used for the necessary digital connectivity, or the vendor may elect to use another digital network to provide the connectivity at the vendor's cost.
- 16.3.4. The proposal must clearly indicate whether the vendor has selected the State TLS network or an alternative network, the amount of the bandwidth required to support the application and include the cost of network connectivity in the proposed total price.
- 16.3.5. The vendor gateway will provide connectivity to the Public Switched Telephone Network (PSTN).
- 16.3.6. The State is particularly interested in as much system transparency as possible with associated Centrex, PRI and SIP systems. For instance, a specific location may utilize a Hosted IP system, while the rest of the agency continues to utilize State CENTREX, PRI or SIP service. Therefore, the Hosted IP system is required to provide dial plan compatibility and basic voice feature compatibility – call transfer, call forwarding, etc. - with the existing system.
- 16.3.7. Session Initiated Protocol (SIP) considerations:
- Does the proposed IPTS conform to IETF SIP specifications 3261?
 - Is the proposed IPTS solution based on a native-SIP design or is optional hardware/software (gateways) required? Indicate if optional equipment is required to support SIP communications protocol specifications.
 - Can the proposed IPTS support SIP-compliant desktop telephone instruments?
 - Can the proposed IPTS support SIP trunk services? Indicate if optional SIP proxy gateways are required?
- 16.3.8. VoIP telephone station equipment and VoIP voice functionality must be detailed.
- 16.3.9. State will provide all required intra-facility infrastructure and cabling, and any necessary LAN compatibility, as defined within by the vendor in the response to this RFP.
- 16.3.10. The State anticipates procuring this service at a monthly per station cost. The State is open to other pricing options; however, the State may evaluate the proposal on the basis of cost-per-station.
- 16.3.11. The State is seeking the following options for the pricing of telephone sets as part of this offering:
- A one-time purchase price for at least two types of voice telephone sets – basic/ average user, and high volume/answering point. The purchase price must include all shipping, delivery, installation and training costs, and the cost of a 12-month set replacement warranty from the date of installation.
 - Headsets (corded and wireless) commonly available and compatible with the proposed voice terminals.
 - For the proposed purchase price, provide a guaranteed annual maintenance cost for set replacement and maintenance on a business day basis for the 12-month period after the expiration of the initial warranty period.
- 16.3.12. The State expects that all vendor-provided system components will be fully functional and available 99.99% of the time with a grade of service of P.01.
- 16.3.13. After a location has been converted to VoIP, the State requires the capability to provision adds, moves and changes for individual telephone sets and features. The State must have web-based or on-line access to add, delete and change stations, change station software and configurations, and generally administer the system.
- 16.3.14. User and System Administration Training must be included at no additional charge during the warranty period of the system, at minimum.

16.4. Contract

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

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- 16.4.2. How will the Vendor bill the State of Delaware for its usage? (The State of Delaware must use a charge-back process for federally funded expenditures.) This may include hardware inventory specifications (manufacturer, type, model, serial number, physical location), software license information, information system/component owner, and for a networked component/device, the machine name and network address.
- 16.4.3. It must be clearly stated as to who owns and has control over the data that the State of Delaware houses in the Vendor's cloud. That is, who has the right to copy, read, update, delete, download and upload the data at will without permission or restriction?

16.5. Security

- 16.5.1. Describe the standard security measures and features that are provided for your hosted and managed offerings.
- 16.5.2. Describe how the proposed solution protects against viruses, hacking, and fraud.
- 16.5.3. Describe the available measures to manage attacks in progress that are included as standard in the proposed solution at no additional cost to the State.
- 16.5.4. Delineate the responsibilities for security measures between the State and your hosted/managed IP offerings against risks such as:
- 16.5.4.1. Unauthorized or fraudulent use
 - 16.5.4.2. Unauthorized invasion of privacy during communications sessions
 - 16.5.4.3. Hacker attack
 - 16.5.4.4. Virus and worm attack.
 - 16.5.4.5. Denial-of-service (DOS) attacks.
- 16.5.5. Describe how the State's applications will be protected from other (external) entities to ensure that no accidental or intentional access occurs. How many individuals have access to entire system? How would the system prevent State staff from accessing other users? How would the system prevent State staff from accessing the telephones of other State Departments?
- 16.5.6. Does the Vendor offer published security guidelines? Provide a brief description (or the URL address) of your security measures.
- 16.5.7. Please state the Vendor's certified compliance to Federal, State of Delaware and international regulatory standards, and guidelines, for examples:
- Electronic Communications Privacy Act (ECPA); Stored Communications Act (SCA)
 - USA Patriot Act (including National Security Letters; FISA warrants)
 - Warrants and Subpoenas Generally
 - Data security issues and data breach notification
 - Family Educational Rights and Privacy Act (FERPA)
 - Gramm-Leach-Bliley Act (GLBA)
 - Health Insurance Portability and Accountability Act (HIPAA)
 - Health Information Technology for Economic and Clinical Health (HITECH) Act
 - Sarbanes Oxley
 - State Laws and Regulations
 - Section 5 of the FTC Act
 - FISMA, ISO 27001, SAS Type II)
- 16.5.8. Describe the Vendor's data security breach procedures and responsibilities.
- 16.5.9. Describe the process that the Vendor follows to destroy and confirm the destruction of the State of Delaware's data.
- 16.5.10. Will the Vendor read, use, sell, or otherwise access the State of Delaware's data (if so, how and why)?
- 16.5.11. Will the State have access to system logs, if so, how?
- 16.5.12. The State is interested in encrypting all telephone calls across the network. State the level of encryption provided by the proposed solution. Identify how encryption takes place and where it is

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enabled in the process (for example, end-to-end encryption. Please discuss the proposed solutions capability to:

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

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

16.6. VoIP, Hosted & Managed IP Systems

16.6.1. General Characteristics - The IP system must, at a minimum, provide for:

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

16.6.2. Voice Over Internet Protocol (VoIP)

16.6.3. Describe the available VoIP Telephony solutions.

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

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

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

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

16.6.6. Vendor must host all solutions within in the United States and shall provide hosting facilities for approved State systems that will not be hosted on the State network, or within one of the State's data centers. At a minimum, hosting services shall include both managed services and facility-only services in accordance with the DTI policies and standards.

16.6.7. The preference of the State is not to own any physical equipment or software associated with the provisioning of this IP system, other than possibly the IP telephone sets. The State may or may not provide any connectivity to the PSTN for local calling purposes. The State is not interested in direct payment of maintenance or repair costs associated with the use of this system. The State's desire is to obtain this system much as it obtains the current Centrex services in use by the State. That is, the State's expectation is to pay a specific, pre-determined, guaranteed cost per station line for the IP system. This cost per station is to include:

- All system common equipment and software,
- All network connectivity to the PSTN, if provided by the vendor,
- All local usage associated with PSTN calling, if provided by the vendor, and
- All maintenance and repair costs for the system.

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- 16.6.8. The State understands that the desired pricing environment may place limitations on a minimum number of lines in the initial installation. Discuss the line size constraints from the perspective of a minimum number of lines across the State. If minimums exist in either situation, discuss the specific minimum requirements.
- 16.6.9. The demarcation point between the VoIP network offering of the vendor and the State's LAN will be a State-provided connection on the LAN side of the local gateway.
- 16.6.10. The State will be responsible to provide all compatible LAN components – switches, routers, etc.– as defined by the vendor in the specific proposal. The State will be responsible for the provisioning of all VLAN connectivity and QoS to support the VoIP application on the State LAN(s). Further the State is also responsible for all copper and fiber optic media to support the LAN infrastructure necessary to provide the station level transmission requirements of the IP system as defined in this proposal.
- 16.6.11. Describe the minimum standards that the State network switching and routing equipment must support in order to support VoIP the proposed telephone sets.
- 16.6.12. If power-over-Ethernet switches are not available at a specific site, please describe the recommended method of providing power to the three telephone set types.
- 16.6.13. Describe the minimum standards required of the structured cabling system at each site in order to support the proposed VoIP telephone sets.
- 16.6.14. For the centralized call management system, provide:
- Name of manufacturer
 - Model of product
 - General availability release date of product
 - Approximate number of systems installed in US
 - Approximate number of systems installed in US by proposer
- 16.6.15. For the voice gateway systems, provide:
- Name of manufacturer
 - Model of product
 - General availability release date of product
 - Approximate number of systems installed in US
 - Approximate number of systems installed in US by proposer
- 16.6.16. Given the State's responsibility for LAN components, and the State's desire to perform day-to-day additions, moves and changes, discuss in detail:
- The management of the system
 - The monitoring of the system
 - The troubleshooting capabilities of the proposed system including:
 - Problem diagnosis for poor quality phones calls
 - Troubleshooting for dropped calls
 - Problems connecting to voice mail
 - Resolution of issues with features and functions of the phones
 - Problems with acquiring dial tone
 - The provisions of the system to isolate the system from other LAN-based applications.
- 16.6.17. The State wishes to perform day-to-day additions, moves and changes for sites converted to VoIP. Specifically discuss the software access required to make telephone station, telephone features and voice mail changes, and the provisions of the system to isolate the system from other shared-platform applications.

16.7. Quality of Service & Uptime Reporting

- 16.7.1. The State requires the proposer to maintain an average Uptime Availability of 99.99% for all hosted VoIP telephone sets, and a voice traffic grade of service of P.01.
- 16.7.2. Describe potential system reporting alternatives that would support uptime Service Level Agreements for the entire system, for telephone sets and for call quality.
- 16.7.3. Describe the process of Quality of Service (QOS) testing that will be used to ensure the superior voice transmission performance of the proposed system. Clearly define the task to be performed by

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the vendor implementation team, and the involvement of the customer. Be specific about any network utilization information the customer may be required to provide. Where applicable, include quantitative call quality measures and targets.

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

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

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

16.8. Performance reviews

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

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

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

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

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

16.9. Redundancy & Survivability

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

16.9.2. Describe the redundancy features of the proposed system:

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

16.9.3. The State expects the proposals to include UPS systems that provide a minimum 10 minutes of uptime to the customer premise gateway systems. The proposer will be required to provide all necessary back-up power to maintain system components, other than telephone stations.

16.9.4. Address in detail the available options to maintain station-to-station calling, and access to the PSTN in the event of a failure of the of network facility linking the off-site host and the on-site gateway.

16.9.5. Describe the survivability capabilities offered for the proposed solution in the event of a full network failure between a location and the vendor's cloud. What functionality survives and what is lost at each location?

16.10. Scalability

16.10.1. Discuss the "scalability" of the proposed system. Specifically discuss the on-site hardware / software changes that would be required to move from a 20-station installation to a 2,000-station installation, and any impact to the State of these changes.

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- 16.10.2. Discuss the “scalability” of the centralized call management system. Specifically discuss how the State could use this system to deploy 15,000 stations at approximately 300 locations throughout the State of Delaware, from the perspective of protecting any investment of the State in this application, and any impact to the State of these changes.
- 16.10.3. Discuss the capabilities of the proposed system to provide hosted VoIP services anywhere within the State of Delaware. The State’s desire is that this service be ubiquitous, and transparent to the Local Exchange Carrier in any county. Be specific about any areas of the State in which the proposed service may not be available.
- 16.10.4. Will the State share any centralized components with other users? If so, describe the capabilities of the proposed system to ensure services subscribed to by the State will not be degraded by the addition of other users.
- 16.10.5. Describe how the vendor will ensure that system maintenance procedures for other users will not negatively affect State users.
- 16.10.6. Describe how system upgrades for the shared system will be performed. Include the following in your description:
- Will all users be upgraded at one time or will each customer system be upgraded separately?
 - Please describe how operating system upgrades will be performed for the shared systems.
- 16.11. Stations
- 16.11.1. Provide manufacturer, model number and feature information on the telephone sets being proposed.
- 16.11.2. For the proposed purchase price, provide a guaranteed annual maintenance cost for set replacement and maintenance, on a one-day drop-ship basis, for the 12-month period after the expiration of the initial warranty period. This information must be detailed.
- 16.11.3. This proposal must include a listing of specific telephone sets available. The listing must include guaranteed maximum pricing for each of the listed telephone sets, including any installation costs. Over the term of the agreement, the proposer may add or delete telephone station equipment from the list and may reduce pricing on a specific set but may not increase pricing on any sets. Pricing must be detailed.
- 16.11.4. Provide a complete listing of all voice system features, including written description of the feature. This listing will be reviewed for thoroughness and long-term capability to address State requirements.
- 16.12. Support
- 16.12.1. The State will require specific support services from the successful vendor. The performance of these services must be measurable, and the measurements reported to the State on a quarterly basis. Liquidated damages will be required for failure to meet negotiated standards (See SLA and Penalties) in each of the following areas:
- Service Ordering & Quote Requests
 - Billing errors
 - Trouble reporting
 - Trouble resolution
- 16.12.2. The State will require a specific Customer Care staff. The State is not interested in accessing a general Customer Care call center, but is seeking to reach Customer Care personnel who are trained on the specific requirements, services and functions utilized by the State. A dedicated Customer Care team should be assigned to the State account including all the associated entities such as School Districts, Quasi-State Agencies, Municipalities and Volunteer Fire Companies.
- 16.12.3. Are the vendor’s technicians assigned to a specific group of users? How do technicians support all users sharing the platform?
- 16.12.4. In a shared environment, how would the State perform day-to-day additions, moves and changes?
- 16.12.5. How will patches and versioning be handled?

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- 16.12.6. Will the Vendor inform the State in advance of changes to the environment?
- 16.12.7. Can the State test and approve the changes before they become production?
- 16.12.8. What root-cause toolsets will the Vendor offer / allow the State?
- 16.12.9. Describe the process to set up, modify, and delete an environment (for examples, GUI, phone interview, Wizard).

16.13. Managed IP Systems

- 16.13.1. The State views this category of system as fundamentally similar to the Hosted IP System from a technological and operational perspective. The primary difference being State ownership of the centralized call management system and associated gateways, please refer to “Hosted IP Systems” for all other specifications.
- 16.13.2. The expectation of the State is that the proposer will manage – provide upgrades, enhancements, maintenance, repair, troubleshooting, and all management elements other than moves, additions and changes – on this classification of system. The centralized call management system may be one centrally located system, or multiple systems distributed at various State-owned facilities and transparently linked through the use of the State’s private network. In either case, the vendor will provide management of the system.
- 16.13.3. Centralized call management system to be located on-site at a State location. System must interface with Microsoft Exchange for unified messaging and provide access to any interexchange carrier designated by the State.
- 16.13.4. Connectivity to private and public IP networks and PSTN will be provided by the State under separate contractual agreements.
- 16.13.5. A required gateway dedicated to voice services and providing access to local PSTN services and any interexchange carrier designated by the State.
- 16.13.6. The State is particularly interested in as much system transparency as possible with associated Centrex, PRI and SIP systems. For instance, a specific location may utilize a Managed IP system, while the rest of the agency continues to utilize State CENTREX, PRI or SIP service. Therefore, the Managed IP system is required to provide dial plan compatibility and basic voice feature compatibility– call transfer, call forwarding - with the existing system.
- 16.13.7. VoIP telephone station equipment and VoIP voice functionality must be detailed.
- 16.13.8. State will provide all required intra-facility infrastructure and cabling, and any necessary LAN compatibility, as defined within by the vendor in the response to this RFP.
- 16.13.9. The State anticipates procuring this service at a monthly per station cost. The State is open to other pricing options, however the State will evaluate the proposal on the basis of cost-per-station.
- 16.13.10. The State is seeking the following options for the pricing of telephone sets as part of this network offering:
 - A one-time purchase price for at least two types of voice telephone sets – basic/ average user, and high volume/answering point. The purchase price must include all shipping, delivery, installation and training costs, and the cost of a 12-month set replacement warranty from the date of installation.
 - Headsets (corded and wireless) commonly available and compatible with the proposed voice terminals.
 - For the proposed purchase price, provide a guaranteed annual maintenance cost for set replacement and maintenance on a business day basis for the 12-month period after the expiration of the initial warranty period.

17. Call Loggers & Recorders - Required Features and Functions

17.1. Open Architecture:

- Windows or IP-based platform
- standalone recording system, network server or hosted/managed solution
- 4 to 144 channels per server

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

17.2. User Interface:

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

17.3. Recording, Cataloging, Recall, Playback:

- record any combination of handsets, headsets, lines, trunks, microphones, or speakers
- automatically detect, sample, compress, and store audio for future playback
- capture call-specific data, such as; date, time, channel, duration of call, dialed digits, as well as agent name, Caller ID, Incoming DNIS (Dialed Number Identification Service) where available
- cataloging and retrieval system supports multi-parameter searches, for ready access to conversations from online disk or tape, or from archival SAN storage
- recording retrieval using browser technology
- remote access client software options for replay of calls on disk, via LAN or WAN
- instant recall client software for full 24-hour access
- DTMF playback option for replay of calls on disk from any phone
- Record according to predefined schedules
- Record based on CTI Criteria including DNIS, Routes, ANI, inbound or outbound only
- Record a specific number of calls or a percentage of calls per agent or group
- Record-On-Demand initiated by supervisors
- Real-Time Call Monitoring
- Real-Time Call Scanning
- Different parameters by group, call center or even per caller
- Drag and Drop Explorer interface
- Real Time call status information
- Record screens with voice

17.4. Record on Demand:

- record on demand via network to control the recording sessions
- Windows browser access to start and stop individual recordings, or begin and end multi-call recording sessions
- searchable parameters input by the agent (such as account codes)
- support direct station connections and optional concentrated recording modes
- query and control capability to automate and integrate the recording process

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Government Support Services

- begin recording automatically-without agent action-when the agent's screen-interface progresses to a pre-selected point, such as when a transaction begins add transaction-specific data to the recording database
- scheduled or randomized recording of agents for the purpose of quality assurance and evaluation

17.5. Agents' features:

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

17.6. Voice synchronized screen capture:

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

18. Uninterruptible Power Supply (UPS)

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

18.1. Required Features and Functions:

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

- One Hour
- Four Hours
- Eight Hours

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

19. UNIVERSAL SERVICE FUND - E-RATE PROGRAM:

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19.1. The FCC empowered the Universal Service Administrative Company (USAC) to administer the E-rate program. A division within USAC known as the Schools and Libraries Division (SLD) now administers the program known as E-rate. Schools and libraries must apply for eligible services, from eligible vendors (hereafter also referred to as *service providers*) every year. The eligible services fall into one of two categories:

- Category One: Data Transmission Services and Internet Access, and Voice Services
- Category Two: Internal Connections, Managed Internal Broadband Services, and Basic Maintenance of Internal Connections

19.2. All services and products requested in this RFP will be made available to the E-rate schools and/or libraries. Proposals must meet all E-rate guidelines for eligible services and products, service providers, and contracts.

- A provider's failure to prove eligibility for E-rate will eliminate them from consideration for E-rate eligible contract categories under this contract.
- A provider's failure to commit to all required participation guidelines will eliminate them from consideration.

19.3. No price increases may occur during the period of this contract. However, price decreases will be acceptable upon mutual agreement of both parties.

19.4. Vendor Requirements for E-rate participation include certain qualifications to be eligible to provide products/services and receive USAC reimbursement.

- File an FCC Form 498, Service Provider Information Form
- Obtain a Service Provider Identification Number (SPIN) through the Form 498
- File an FCC Form 473, Service Provider Annual Certification (SPAC) on an annual basis
- File an FCC Form 499

19.5. Red Light Rule: The FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Commission. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) and no invoices will be paid.

19.6. Service Provider Responsibilities:

- Provide as part of the RFP response, the name, phone number, fax number, and e-mail address of the person responsible for E-rate within the Service Provider's company.
- Provide, as part of the RFP response, the Service Provider's SPIN.
- Maintain the Service Provider Annual Certification (SPAC) Form.
- Notify the State in the event the Service Provider has been subjected to the Red Light Rule.
- Ensure, to the best of the Service Provider's ability, that all services for which E-rate discount is sought are indeed eligible services as described in the current year's Eligible Services List: <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>
- Abide by all E-rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For complete program overview, please visit <http://www.usac.org/sl/>

19.7. E-Rate Funding: The E-rate funding year starts July 1st and ends June 30th of the following year. SLD generally is unable to issue Funding Commitment Decision Letters (FCDL) before the July 1st start date of the current year. Therefore, service providers may be unable to get USAC reimbursements until sometime later in the year; in some cases even in the last quarter of the calendar year and beyond. Most applicants simply do not have the budgets to pay full, undiscounted prices for products and services, especially non-

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recurring services, until the time they get notification of funding approval. Any service provider that is able to offer discounted product or service rates at a rate close to the applicant's projected discount, will receive additional consideration during evaluation. Offerors should detail any and all costs related to USF and E-rate. Information provided should specifically detail the offeror's intent to either absorb all related costs or pass these charges to the applicant.

- Failure to detail these costs will prevent the vendor from having the opportunity to pass these charges to the applicant.
- Offerors will merit higher scores in the evaluation process if they are able to absorb these costs as a part of doing business.
- Vendors not electing to absorb these costs must provide a price cap on (USF) and (PIC-C) charges to be honored throughout the length of the contract.
- Offerors must omit any State Tax from their submissions since all Delaware Schools, Public Charters and State Libraries are exempt from paying State Taxes.
- All respondents will verify their familiarity with Federal and State statutory and regulatory requirements regarding the provision of telecommunications services in accordance with the Universal Service Administrative Company and the Schools & Libraries Division as it relates to the provisions of the E-Rate Program.
- Service Providers should know about the E-rate invoicing methods. That link is:
<http://www.usac.org/sl/service-providers/step05/default.asp>

The FCC has given the invoicing option choice to applicants who may choose to use the SPI method of invoicing for Category 2 applications.

Once the Service Provider sends a discounted invoice, the Applicant will pay it, then the Service Provider completes Form 474 with their paid invoices and receipts. They will be paid in full by E-rate within one to two weeks barring any Invoicing Review by the E-rate auditors.

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

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

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

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

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

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

Contractor or Employee Signature _____

Date: _____

Contractor Name: _____

STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES

APPENDIX D - NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract #GSS17455-TELECOMM, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
1	Data Ownership: 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	Data Protection: 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) All information obtained by the Service Provider under this contract 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.
3	Data Location: 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. The Service Provider will permit its personnel and contractors to access State of Delaware data remotely only as required to provide technical support.
4	Encryption: a) The Service Provider shall encrypt all non-public data in transit regardless of the transit mechanism. b) 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, financial data, federal/state tax information, and hashed passwords. The Service Provider’s encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2 , Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Cloud and Offsite Hosting Policy . Additionally, where encryption of data at rest is not possible, vendor must describe existing security measures that provide a similar level of protection.
5	Breach Notification and Recovery: Delaware Code requires public breach notification when citizens’ personally identifiable information is lost or stolen. Reference: 6 Del. C. § 12B-102 . Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Service Provider will provide notification without unreasonable delay and all communication shall be coordinated with the State of Delaware. When the Service Provider or their sub-contractors are liable for the loss, the Service Provider shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Contractor harmless.

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GOVERNMENT SUPPORT SERVICES

APPENDIX D – NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

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Contract #GSS17455-TELECOMM, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
6	Notification of Legal Requests: 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.
7	<p>Termination and Suspension of Service: In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in CSV or XML or another mutually agreeable format. The Service Provider shall guarantee the subsequent secure disposal of State of Delaware data.</p> <p>a) Suspension of services: During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any State of Delaware data.</p> <p>b) 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, dispose of all State of Delaware data in its systems or otherwise in its possession or under its control as specified in section 7d) below. Within this 90 day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract.</p> <p>c) 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>d) 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	Background Checks: 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 a minimum of 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.
9	Data Dictionary: Prior to go-live, the Service Provider shall provide a data dictionary in accordance with the State of Delaware Data Modeling Standard .
10	Security Logs and Reports: The Service Provider shall allow the State of Delaware access to system security logs 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.

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GOVERNMENT SUPPORT SERVICES

APPENDIX D – NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract #GSS17455-TELECOMM, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
11	Contract Audit: The Service Provider shall allow the State of Delaware to audit conformance including contract terms, system security and data centers as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State’s expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider’s business.
12	Sub-contractor Disclosure: 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.
13	Operational Metrics: The Service Provider and the State of Delaware shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to: a) Advance notice and change control for major upgrades and system changes b) System availability/uptime guarantee/agreed-upon maintenance downtime c) Recovery Time Objective/Recovery Point Objective d) Security Vulnerability Scanning

By signing this Agreement, the Service Provider agrees to abide by all of the above Terms and Conditions.

Service Provider Name/Address (print): _____

Service Provider Authorizing Official Name (print): _____

Service Provider Authorizing Official Signature: _____

Date: _____

STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES

APPENDIX E - PUBLIC DATA OWNED BY THE STATE OF DELAWARE
State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract #GSS17455-TELECOMM, Appendix _____
between State of Delaware and _____ dated _____
This document shall become part of the final contract.

Terms and Conditions Clauses 1-10 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
1	Data Ownership: 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	Data Protection: 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: <ul style="list-style-type: none"> a) 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.
3	Notification of Legal Requests: 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.
4	Termination and Suspension of Service: In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in CSV or XML or another mutually agreeable format. <ul style="list-style-type: none"> a) Suspension of services: During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any State of Delaware data. b) 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. Within this 90 day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract. c) 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.
5	Background Checks: 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 a minimum of 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.

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GOVERNMENT SUPPORT SERVICES

APPENDIX E –PUBLIC DATA OWNED BY THE STATE OF DELAWARE
State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract #GSS17455-TELECOMM, Appendix _____
between State of Delaware and _____ dated _____
This document shall become part of the final contract.

Terms and Conditions Clauses 1-10 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
6	Data Dictionary: Prior to go-live, the Service Provider shall provide a data dictionary in accordance with the State of Delaware Data Modeling Standard .
7	Security Logs and Reports: The Service Provider shall allow the State of Delaware access to system security logs 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.
8	Contract Audit: The Service Provider shall allow the State of Delaware to audit conformance including contract terms, system security and data centers as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State’s expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider’s business.
9	Sub-contractor Disclosure: 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.
10	Operational Metrics: The Service Provider and the State of Delaware shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to: <ul style="list-style-type: none"> a) Advance notice and change control for major upgrades and system changes b) System availability/uptime guarantee/agreed-upon maintenance downtime c) Recovery Time Objective/Recovery Point Objective d) Security Vulnerability Scanning

By signing this Agreement, the Service Provider agrees to abide by all of the above Terms and Conditions.

Service Provider Name/Address (print): _____

Service Provider Authorizing Official Name (print): _____

Service Provider Authorizing Official Signature: _____

Date: _____

STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES

APPENDIX F – PROFESSIONAL SERVICES AGREEMENT

This Professional Services 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 _____, (the “Vendor”), with offices at _____.

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

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

WHEREAS, Delaware and Vendor 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 agree as follows:

1. Services.

- 1.1. Vendor 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, attached hereto as Appendix ____; and (c) Vendor’s response to the request for proposals, attached hereto as Exhibit _____. 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 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, 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 for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor’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.

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 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 ____.

STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES

APPENDIX F – PROFESSIONAL SERVICES AGREEMENT

- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work will not exceed the fixed fee amount of \$ [REDACTED]. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. 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.
- 2.4. Vendor 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 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 to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor 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 all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.8. Invoices shall be submitted to:

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor 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 shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

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APPENDIX F – PROFESSIONAL SERVICES AGREEMENT

- 3.2. It shall be the duty of the Vendor 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 will not produce a work product that violates or infringes on any copyright or patent rights. Vendor 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 shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor'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 shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
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- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor 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 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 will not use Delaware's name, either express 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.

4. Time Schedule.

STATE OF DELAWARE
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- 4.1. A project schedule is included in Appendix A.
- 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 fails to complete the project or any phase thereof within the time specified in the Contract, 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 A.

5. State Responsibilities.

- 5.1. In connection with Vendor'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 in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor 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 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. It is understood that Delaware's representatives' review comments do not relieve Vendor 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 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 shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor 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 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's name, either express or implied, in any of its advertising or sales materials. Vendor 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 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 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 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 retains title, whether individually by Vendor 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 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 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 prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor 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 warrants that its services will be performed in a good and workmanlike manner. Vendor 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.

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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 for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains 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 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, its agents or employees, or
- b. Vendor'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 shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. Vendor 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 in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor 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;
- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
- 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's opinion is likely to be, held to be infringing, Vendor 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's entire liability with respect to infringement.

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10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor 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 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 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 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 acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor 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 shall be responsible for providing liability insurance for its personnel.
- 11.4. As an independent contractor, Vendor 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 under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

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12.2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor 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 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 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 at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor'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 shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6. Gratuities.

- a. Delaware may, by written notice to Vendor, 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 or any agent or representative of Vendor 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.

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- 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 it could pursue in the event of a breach of this Agreement by Vendor.
- 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 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, without prior written approval of Delaware.
- 15.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor 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 shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 15.5. The compensation due shall not be affected by Delaware's approval of the Vendor'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 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.

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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 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 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 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 shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor 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 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 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 acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor 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 in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- 20.6. Vendor 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 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' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

21. Insurance.

- 21.1. Vendor shall maintain the following insurance during the term of this Agreement:
- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
 - b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, **and**
 - c. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or
 - d. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or
 - e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- 21.2. Vendor 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.

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

Witness

Name

Title

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APPENDIX G – PRICING

Vendors must use pricing sheets in Appendix G Excel file found with the posting of this RFP located at bids.delaware.gov.