



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

Copiers, Printers and Multi-Function Devices

Request for Proposal

Contract No. GSS19091-COPIER_PRI

September 13, 2018

- Deadline to Respond -
October 10, 2018
3:00 PM (Local Time)

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

CONTRACT NO. GSS19091-COPIER_PRI

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Copiers, Printers and Multi-Function Devices. The proposal consists of the following:

Contents:

- I. INTRODUCTION
- II. SCOPE OF WORK
- III. FORMAT FOR PROPOSAL
- IV. PROPOSAL EVALUATION PROCEDURES
- V. MANDATORY PREBID MEETING
- VI. DEFINITIONS AND GENERAL PROVISIONS
- VII. PROPOSAL REPLY SECTION

ATTACHMENTS

Appendix A – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Appendix B – PRICING FORMS

**** Ctrl+Click on the headings above will take you directly to the section.**

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by October 10, 2018, 3:00pm (Local Time) to be considered.

Proposals must be mailed to:

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

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Dennis J Smith at 302-857-4544 or email dennis.smith@state.de.us.

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for Copiers, Printers and Multi-Function Devices

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the lease purchase, purchase, delivery, maintenance and installation of various multi-function devices over the term of this Contract for various state agencies located throughout the State of Delaware in accordance with the requirements and provisions stated herein.

1. COMPETITIVE SEALED PROPOSAL

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

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

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

3. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

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4. 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).

5. MULTIPLE SOURCE AWARD

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

6. 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 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.

7. CONTRACT PERIOD

Each Vendor's contract shall be valid for a **three (3)** year period from **January 15, 2019** through **January 14, 2022**. Each contract may be renewed for **two (2) one (1)** year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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

B. KEY RFP DATES/MILESTONES

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

Activity	Due Date
RFP Availability to Vendors	September 13, 2018
Written Questions Due No Later Than (NLT)	September 20, 2018 by 4:30pm local time
Written Answers Due/Posted to Website NLT	September 27, 2018
Proposals Due NLT	October 10, 2018 by 3:00pm local time
Public Proposal Opening	October 10, 2018 at 3:00pm local time
Contract Award	Will occur within 90 days of bid opening

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C. INQUIRIES & QUESTIONS

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by 4:30 pm local time September 20, 2018. All questions will be answered in writing by September 27, 2018 and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

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

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

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

E. CONTACT WITH STATE EMPLOYEE

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

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for 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. BACKGROUND

The State of Delaware currently contracts for operating lease and outright purchase of multi-function devices. The current contract, GSS13091B-COPIER_PRI, is currently scheduled to expire January 14, 2019. The State will continue to issue payments to the current vendor for leases, maintenance and supplies related to existing equipment only. The State of Delaware also has an Equipment Maintenance contract available to provide an alternative insurance-based maintenance program for purchased equipment.

The current copier acquisition contract GSS13091B-COPIER_PRI may be viewed on the state's awarded contracts site at <http://contracts.delaware.gov/>.

C. STATEMENT OF NEEDS

The Contractor shall furnish all labor, personnel, equipment and supplies necessary to implement the lease, purchase, delivery, installation and maintenance of various Multi-function products over the term of this Contract with the methods and conditions specified herein. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

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

B. PROPOSAL RESPONSE

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

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

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

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

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

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C. NON-CONFORMING PROPOSALS

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

D. CONCISE PROPOSALS

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

E. COVER LETTER

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

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

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

I. SAMPLES OR BROCHURES

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

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

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K. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

L. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) paper copy and one (1) electronic copy on CD, DVD media disk or USB Memory Stick. The paper proposal shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. CD, DVD media disk or USB memory Stick must contain the proposal response, excluding Appendix B, saved in PDF format. Appendix B Excel sheets is to be saved in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 3:00 PM (Local Time) on October 10, 2018. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

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

N. PROPOSAL EXPIRATION DATE

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

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O. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Q. LATE PROPOSALS

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

R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

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

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

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

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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, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

Exceptions must be submitted utilizing Attachment 3 to be considered. Exceptions listed elsewhere in the Vendor's proposal will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

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

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

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

Y. SUBCONTRACTS

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

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Z. CONFIDENTIALITY

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 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.

AA. PRICE NOT CONFIDENTIAL

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

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BB. ATTACHMENTS

Attachment 1 – No Proposal Reply Form
Attachment 2 – Non-Collusion Statement
Attachment 3 – Exceptions
Attachment 4 – Company Profile and Capabilities
Attachment 5 – Confidentiality and Proprietary Information
Attachment 6 – Business References
Attachment 7 – Subcontractor Information Form
Attachment 8 – Monthly Usage Report
Attachment 9 – Subcontracting (2nd Tier Spend) Report
Attachment 10 – Office of Supplier Diversity Certification Application
Attachment 11 – Proposal Reply Requirements
Attachment 12 – DTI Confidentiality
Attachment 13 – Service Call Log
Appendix A – Scope of Work Details
Appendix B – Pricing Form(s) and Instructions
Appendix C – Department of Corrections Security Requirements & Procedures

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE’S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE’S RIGHT TO CANCEL SOLICITATION

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

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

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3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Dennis J Smith**

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

5. PUBLIC OPENING OF PROPOSALS

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

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

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.

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- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

9. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Government Support Services shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

- 1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
- 2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
- 3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
 - b. The vendor's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the vendor is qualified legally to contract with the State;
 - e. Whether the vendor supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish
- 4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.

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5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

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

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria: The communicated ability of any one vendor to meet the needs of the entire State representative of the best value to the State

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

D. REQUIREMENTS OF THE VENDOR

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

- Brief history of the organizations, including accreditation status, if applicable.
- Applicant's experience, if any, providing similar services. At least three references are required (See Attachment 6).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years.
- Describe the qualifications and experience of the persons to be assigned to the project. Availability of project team. Number of technicians to meet the State of Delaware needs for preventative and emergency maintenance and all other customer services. Ability to meet AM & PM response timelines.
- Describe the methodology/approach used for this project including a work plan and time line. Include well defined ACTION PLAN that will describe the bidders' organization and method for providing and installing multi-function devices and providing the required maintenance of these machines as specified herein. Also the ability and method of replenishment of supplies.
- Formalized training plan and training facilities/staff relative to the requirements of this RFP.
- Brochures/Specification information for proposed equipment, add-on's, customer service and maintenance service/warranty being offered.
- The requirements identified in the Attachment 11 checklist along with the completed checklist itself.

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- The bidder should take special care to address all items under criteria and scoring section below.

E. CRITERIA AND SCORING

	EVALUATION CRITERIA	POINTS
1.	The qualifications and experience of the persons to be assigned to the project. Availability of project team. Number of technicians and contact persons to meet the State of Delaware needs for preventative and emergency maintenance and all other customer services. Ability to meet AM & PM response timelines	40
2.	The background and description of the bidders organization, financial resources, past performance, Dun & Bradstreet report and references.	40
3.	The bidders well defined ACTION PLAN describing the method for ordering, delivery and installing multi-function devices relative to the requirements of this RFP.	20
4.	The bidders well defined ACTION PLAN describing the method for providing the required maintenance of these machines within specified timelines (4hr/response for service and loaner device for machines down more than 16hrs) relative to the requirements of this RFP.	20
5.	The bidders well defined ACTION PLAN describing the method for providing replenishment of supplies relative to the requirements of this RFP.	20
6.	The bidders well defined ACTION PLAN describing the training plan and training facilities/staff relative to the requirements of this RFP.	20
7.	Quality & Functionality and the Service Capabilities of the Equipment. Variety of product line, warranty, and service options.	60
8.	The price proposal/pricing structure or Total Proposed Cost.	140
9.	Extent to which the offeror agrees to the State's terms, conditions, and specifications without taking exception. Thoroughness and completeness of the proposal relative to the requirements.	40
	TOTAL SCORE	400

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

F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

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G. REFERENCES

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

H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. MANDATORY PREBID MEETING

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

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

- A. DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

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GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

RFP: Request for Proposal.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

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

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards, if applicable, may be found at <http://contracts.delaware.gov/> and referring to the prior award contract page. Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

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3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

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6. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

7. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

8. 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.

9. PERMITS AND LICENSES

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

10. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

11. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.

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- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

12. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

13. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The agencies will complete purchase orders in the First State Financials System per State Purchasing Procedures. Upon request by the Agency, vendor will provide consolidated invoicing for multiple machines. For any Add-on equipment to an existing end-item equipment lease, vendor will apply billing to original end-item equipment PO invoice. No separate invoices for Add-on's will be accepted by the State. The State will not pay incorrect invoices.

14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

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

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

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

15. PRICES

Prices and/or rates shall remain firm for the initial three (3) year term of the contract, unless further negotiations are deemed necessary by the State.

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

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

16. 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.

17. PRICE ADJUSTMENT

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

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

18. SHIPPING TERMS

FOB Destination, freight prepaid.

19. ELECTRONIC CATALOG

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

20. INDEPENDENT CONTRACTORS

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

21. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

22. ACA SAFE HARBOR

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

23. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

24. MANDATORY REQUIREMENTS

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

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

and

b. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

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and

c. 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 other,

and

d. 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.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the scope of work being delivered.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware
Government Support Services
Contract # GSS19091-COPIER_PRI
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

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

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

25. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

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

26. INDEMNIFICATION

a. General Indemnification

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

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b. Proprietary Rights Indemnification

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

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

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

27. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item 47 below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

28. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

29. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

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This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

30. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Services can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [Opportunity Buy Flowchart](#). The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

31. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Services can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See [I Found It Cheaper Flowchart](#). The Director will afford any Vendor on an existing central contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

32. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@state.de.us, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 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,

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email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

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

33. ORDERING PROCEDURE

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

No orders may be processed by the vendor without the formal recommendation and PO. Vendor may fulfill only what is recommended by the CRMP. ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Copier and Multifunction Printer Resource Management Program (CRMP). The successful vendor(s) are required to have a copy of the formal recommendation and copy of Purchase Order (PO).

The awarded vendor(s) must direct all State agencies requesting multi-function products (copiers/printers) placements to the CRMP.

COPIER RESOURCE MANAGEMENT PROGRAM
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4558
FAX: 302-739-3779

34. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19091-COPIER_PRI on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

35. BILLING

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

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

36. METHOD OF PAYMENT

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

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

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

37. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

38. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

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39. 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 7, and are subject the approval and acceptance of Government Support Services.

40. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

Equipment not removed 60 days after lease expiration becomes property of State of Delaware Surplus Services unless the CRMP has made advance alternative arrangements with the vendor. For purposes of this RFP and resultant contract, lease expiration is considered to be 36 months after actual installation date of the equipment.

41. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

- a. Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:

[Environmentally Preferred Purchasing Policy](#)

42. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

43. 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.

44. 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. 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.

45. 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](#).

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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](#)

46. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

47. PREVAILING WAGE

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

48. 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.

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49. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

50. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, 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.

On receipt of the contract cancellation notice from the State, the Vendor shall have not 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

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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.

- b. Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

51. CHANGES

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

52. INTEREST OF VENDOR

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

53. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

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

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54. RIGHTS AND OBLIGATIONS

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

55. 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.

56. TESTING AND INSPECTION

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

57. COVENANT AGAINST CONTINGENT FEES

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

58. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

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59. 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.

60. 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.

61. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

62. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor or reseller shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

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63. AGENCY'S RESPONSIBILITIES

The Agency shall:

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

64. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

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65. ASSIGNMENT

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

66. NOTICE

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

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

67. 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.

68. 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.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

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

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2. MATERIAL GUARANTY

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

3. AWARD OF CONTRACT

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

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

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

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VII. PROPOSAL REPLY SECTION

CONTRACT NO. GSS19091-COPIER_PRI

Copiers, Printers and Multi-Function Devices

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by October 10, 2018 3:00pm at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

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

PUBLIC PROPOSAL OPENINGS

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

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

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

ATTACHMENTS

The following attachments are required to be included in the final submission package.

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Attachment 1 – No Proposal

NO PROPOSAL REPLY FORM

Contract No.: **GSS19091-COPIER_PRI**

Contract Title: **Copiers, Printers and Multi-Function Devices**

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.

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Attachment 2 – Non-Collusion

CONTRACT NO.: GSS19091-COPIER_PRI
DEADLINE TO RESPOND: October 10, 2018

TITLE: Copiers. Printers and Multi-Function Devices

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, Office of Management and Budget, 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, Office of Management and Budget, Government Support Services.

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

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	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 (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 4 – Company Profile

Contract No.: **GSS19091-COPIER_ORI**
Contract Title: **Copiers, Printers and Multi-Function Devices**

COMPANY PROFILE & CAPABILITIES FORM

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Provide a brief history of your organization in a manner that will support your organization's ability to successfully meet the requirements of this RFP.
2.	List any past and / or pending litigation or disputes relating to the services described herein with which you company has been involved within the past five (5) years and identify any awarded contracts your company has terminated as a result of litigation or dispute. For any applicable occurrence list the company's name and the term of the contract. For occurrences resulting in contract termination, provide an explanation as to why the contract was terminated
3.	Outline a detailed plan to provide continued service and support to the State and Eligible Users in the event your company goes out of business, merges with another company, is acquired by another company, etc.
4.	What is your organization's main line of business?

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5.	What percent of your total business would the State of Delaware business amount to within your entire customer base?
6.	How many employees does your company have?
7.	What is your sales and operational site coverage specific to Delaware? Are there any portions of any county within the State you cannot service? Please detail your response as needed.
8.	Please indicate the number of technicians available to cover/support the State of Delaware. Are your technicians qualified to connect and train end users in the operation of networked equipment?
9.	How would the award of any/all of this contract affect staffing?
10.	Please describe your conflict resolution process workflow for the following areas: billing, customer service, technical service/maintenance, and supply replenishment.

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11.	Can your company support initial and advanced training as required by the State? Will you be able to provide advanced training at no additional cost to the State? Please explain.
12.	Does your company provide refurbished parts in equipment that can meet the minimum requirements specified in the RFP? Please explain in detail how this parts program works.
13.	Please provide names and contact information for: primary account manager, support manager, technical personnel and any additional personnel that would be working with the State of Delaware on this contract.
14.	Can your company provide order confirmation to customers within 72 hours of receipt of purchase order and formal recommendation?
15.	Can your company provide notice of delivery to customers within 5 days of delivery of new equipment?
16.	Can your company deliver new equipment within 20 calendar days after receipt of purchase order and formal recommendation?

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17.	Can your company remove equipment within 10 calendar days of removal request from a customer?
18.	Can your company provide written 90 day lease expiration notice to all contract users, with a 45 day follow-up notice? If so, please explain how you will do this.
19.	Can your company provide unlimited copies/prints on all contract equipment?

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Attachment 5 - Confidentiality

Contract No.: **GSS19091-COPIER_PRI**
Contract Title: **Copiers, Printers and Multi-Function Devices**

CONFIDENTIALITY 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 6 - References

Contract No.: **GSS19091-COPIER_PRI**
Contract Title: **Copiers, Printers and Multi-Function Devices**

BUSINESS REFERENCES FORM

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

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

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list 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 7 - Subcontractors

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS19091-COPIER_PRI	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 (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor

Attachment 8 – Usage Reporting

State of Delaware - Monthly Usage Report

Contract Number / Title: _____

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

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

[illegible]

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 – Tier 2 Reporting

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							
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name *	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontract or UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d	

Note: A copy of the current 2nd Tier Usage 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 10 – Supplier Diversity

**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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Attachment 11 – Reply Requirements

PROPOSAL REPLY REQUIREMENTS

The response should contain the following minimum information:

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

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

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

3. Complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
4. Completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
5. Completed Profile and Capabilities Form (Attachment 4)
6. Completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
7. Completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
8. Complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.
9. Complete OSD Application (see link on Attachment 10) – optional, 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 compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

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

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Attachment 12 – DTI Confidentiality



DEPARTMENT OF TECHNOLOGY AND INFORMATION

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

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

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

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

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

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

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

Contractor Signature _____

Title: _____

Date: _____

Contractor Name: _____

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Appendix A – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

A. OVERVIEW

This Request for Proposal includes both black & white and color multi-function equipment (printers/copiers) in various configurations, multi-function products and related maintenance, accessories and supplies as defined by this contract document.

All equipment included in the contract shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety. Equipment shall be in excellent working order, capable of producing good clean sharp copies/prints in an efficient manner with a minimum of downtime.

Awards by brand/make, model and configuration will be made for categories/groups specified in Appendix B. Offerors must bid on all service categories/groups to be considered “responsive”.

Agencies using this contract will coordinate with CRMP to select equipment that is most appropriate to each agency's actual needs. Factors will determine which equipment best suits agency needs. Factors include, but are not limited to; volume, equipment performance, space requirements, diagnostics, configuration, additional available accessories, speed, duplexing efficiency and departmental equipment or manpower reductions/consolidations/growth.

B. DEFINITIONS

- “ADD-ON” - Any options of equipment or parts that are additional to the multi-function device purchased or leased during the lease term agreement or after the initial purchase of the multi-function device, i.e. Network print kits, or Scanner.
- ADDITIONAL TERMS AND CONDITIONS – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.
- BUYER’S LAB REPORTS – The seasonally issued publications compiled by Buyer’s Lab Inc., Hackensack, NJ. to be used for research and verification for copier-based products.
- 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.
- CRMP – Copier and Multifunction Printer Resource Management Program
- CURRENT MANUFACTURER – 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.
- MULTI-FUNCTION DEVICES – A device that has copy/print/scan/fax capabilities.
- PLATEN BASED MULTI FUNCTION DEVICES – The glass exposure area on a multi-function device which is used as the main pass- through area of originals. Used to create copies on a walk-up machine.

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- REGULATIONS – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 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.

C. COPIER AND MULTIFUNCTION PRINTER RESOURCE MANAGEMENT PROGRAM (CRMP)

1. ADMINISTRATION

Title 29, Chapter 6308A (i) states Government Support Services shall provide graphics and printing services, including but not limited to, printing, duplicating, photography, and photocopying to all agencies under the Executive Department. If appropriate, the Director of Government Support Services may award a contract in accordance with Chapter 69 of this title. Agencies must send all requests for devices to:

COPIER RESOURCE MANAGEMENT PROGRAM
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4558
FAX: 302-739-3779

See website for Copier and Multifunction Printer Resource Management Program processes:
<http://gss.omb.delaware.gov/copier/index.shtml>

2. FUNCTIONS

The Copier and Multifunction Printer Resource Management Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier Management Program will maximize benefits of multi-function equipment while reducing fax machines, desktop and stand-alone printers in the workplace.

- a. The CRMP Officer is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract.
- b. The CRMP will ensure contract compliance with Agencies and Vendor(s).
- c. The CRMP is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.
- d. The CRMP is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.
- e. All persons and agencies that use the contract must notify and coordinate the use of the contract with the CRMP, who must approve for placement of such equipment being procured.

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- f. If the CRMP determines that the Contractor has failed to perform contractually required work, a Corrective Action Request (CAR) will be completed. Government Support Services will notify the vendor of the contract performance deficiencies requiring resolution within a period of time determined by Government Support Services. This same procedure will be used in any instance where deliverables (i.e. commodities, services, or invoicing) are not in accordance with contract specifications.
- g. The CRMP is responsible for working with the Director or his designee on any modification to the scope of work or special projects that may be required during the active contract term.

3. COORDINATION WITH CRMP OFFICER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the CRMP Officer for resolution.

- a. Any questions related to performance of the work of the contract by contract users shall be directed to the CRMP Officer.
- b. The Contractor may contact the CRMP Officer if the contractor cannot resolve a dispute with the contract users.
- c. Cancellations under this contract require CRMP approval.

D. GENERAL

1. CUSTOMER SERVICE

Customer Service and Responsiveness are extremely important to the State. The Contractor will respond to all service requests, issues, complaints, and inquiries from the CRMP within 4 hours of notification/inquiry. Failure to respond timely to the CRMP may be cause for Corrective Action for failure to perform under terms of this contract.

There shall be a minimum of six (6) contact persons listed in your proposal.

A primary contact person for customer service/sales/removal/delivery service calls. A secondary contact person for customer service/sales/removal/delivery service calls. A contact person for repair service calls. A contact person for accounting matters.

Leased equipment may have compatibility issues with State operating systems such as, but not limited to, DELJIS and People Soft. The State requires (2) contact persons for technical expertise specializing in software interface technology/compatibility of multi-function devices with State of Delaware operating systems.

2. QUANTITIES

The CRMP reserves the right to recommend any quantity of multi-function products necessary to meet the Using Agency's requirements. No guarantee is made by the State to place any number of multi-function products from any bidder as a result of any price agreement offered by the bidder and approved by the State. The State will not be bound by any maximum or minimum. The State reserves the right to bid individual requirements separate from any contract(s) resulting from this bid if deemed to be in the State's best interest.

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3. COVERAGE

The awarded vendor(s) must be able to supply statewide delivery and maintenance support per timelines established in this proposal.

E. EQUIPMENT

1. CURRENT PRODUCTION EQUIPMENT

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, 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. Only current production equipment, available for sale or lease at the time of the bid opening date for this proposal will be considered. In order to confirm eligibility for consideration, all devices offered must be accompanied with a Buyer's Lab Report, and be the most current product available.

- a. The multi-function devices must have copying, network printing, scanning capabilities (scan to network, scan to email), faxing and secure printing capabilities.
- b. The multi-function devices must meet the following requirements:
 - be a single, stand-alone unit or desk top. Tandem devices in order to meet the band requirements shall not be acceptable;
 - be all digital and have duplex capabilities;
 - produce consistently good copy quality with complete solid area coverage and halftone reproduction;
 - be able to make single and multiple copies from a 2 sided original with no minimum run lengths and without any waste or masters;
 - be capable of reduction and enlargement;
 - be able to copy from bound volumes; and
 - be able to scan in full color
- c. Platen based multifunction devices are the only ones acceptable.
- d. Machines that are listed as discontinued are not to be offered, and shall not be considered. Furthermore, multi-function products offered must not be listed in any industry publication as discontinued while being actively marketed by the Original Equipment Manufacturer (OEM).
- e. After award of contract, specific multi-function products that have been awarded that are subsequently discontinued from a manufacturer's line may be substituted upon approval by the Director of Government Support Services or his designee.
- f. Vendors must submit all data for new machines requested to be substituted for discontinued models.
- g. All pricing, terms and conditions of discontinued model will apply to new machine.

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- h. The substituted multi-function product must meet the same speed band requirements as the discontinued model, have the same or faster speed and contain all features of the replaced copier.
- i. Additional fixed accessories can be accepted at no extra cost.
- j. Replacement of obsolete equipment will be reviewed when requested after commencement of this contract.
- k. Contractors wishing to replace equipment must include documentation from the OEM stating that the model being replaced is discontinued.
- l. A product sales bulletin or letter from the OEM will suffice.
- m. The Contractor will be promptly notified of the new copier's acceptance or rejection.
- n. Any equipment that becomes "discontinued" during the term of the contract shall become ineligible to be placed for the remainder of the contract and must be replaced by a machine which meets the specifications of the "discontinued" unit. Discontinued units are those no longer marketed for placement by the OEM. All replacements must be approved by the State.
- o. The State currently uses Virgin Paper and Recycled Paper on its copiers. The paper is 20lb. copy bond. Therefore, all multi-function products offered must efficiently run the recycled paper available in today's market place.

2. INTRODUCTION DATE

Multi-function devices in categories 1-19 must have a domestic introduction date after January 1, 2017 to be accepted under this contract.

3. NEW EQUIPMENT

Multi-function devices with an energy star rating are mandated under this bid for multi-function products in categories. Only new equipment shall be placed in governmental entities using this contract. All multi-function devices placed must be current models of the latest manufacture, with 100% new parts. No discontinued, refurbished, rebuilt or remanufactured machines will be placed. NEW multi-function devices are those which have not been used previously and are being actively marketed by the Original Equipment Manufacturer (OEM).

The new only requirement does not apply to the "One-Time/Short-Term" lease devices. As these are short term lease agreements, the vendor may provide a current available model to meet the short term needs of the state. Maintenance, functionality and speed requirements must be equivalent to the model the offeror includes in their proposal.

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4. BROCHURES

The bidder MUST furnish with each copy of the proposal, the manufacturer's latest printed brochure/equipment specification which contains complete specifications for each machine model bid, to enable Government Support Services and the evaluation committee to compare and determine if the multi-function product offered complies with the intent of the attached specifications. **The proposal will be considered non-responsive if two (2) copies of each brochure/equipment specification are not submitted with the proposal. Copies of brochures must also be included on the CD's submitted with the bid.**

5. GUARANTEES

All multi-function products provided shall be in good working order and not subject to excessive remedial maintenance that will have a detrimental effect on the ability of the contract user to meet their agency goals and objectives.

F. TECHNOLOGY

1. CONFIDENTIALITY, DATA INTEGRITY AND SECURITY

The State of Delaware, 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 specifically 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.

- a. The Contractor is required to agree to the requirements in the DTI Contractor Confidentiality form, (Attachment 12), and is made part of this RFP. Contractor employees, individually, are required to sign the statement prior to beginning any work.
- b. Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of vulnerabilities listed in that document.

2. INFORMATION AND CYBER SECURITY

The State of Delaware requires existing data safeguards on all devices to be protected during placement and erased/removed prior to removal from the Agency location.

- a. The equipment must have technician removable hard drives that include an obligation to leave the drive in the state's possession at termination of the placement if so mandated by the state. The state will have the responsibility of securely erasing or destroying the hard drive in this case and the Vendor may charge for this service.

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- b. 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.
- c. 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.
- d. 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.
- e. The State requires all new copiers purchased under this agreement to contain encryption software. The vendor is responsible for ensuring that the software is included in the purchase of each copier by adding it to the base price of any copier that contains a hard drive. The change in the base price of the copier will be reflected on the vendor's website for the State.

3. HARD DRIVE ERASE AND HARD DRIVE REMOVAL

Hard Drive Erase and Hard Drive Removal services are required under this proposal.

- a. As part of the contract the Contractor must supply a Hard Drive Erase Kit or provide certificate that the machine memory has been erased prior to removal of lease termination. This cost must be built in to the lease payment.
 - All Hard Drive Erase methods must be compliant with HIPPA, DOD5220.22M. British Standard 7799, ISO17799, NIST 800-88 and NIST 800-36 standards.
- b. As an option the State Agencies may request the Hard Drive to be removed and left with the Agency for destruction. The Contractor must include in their bid the price for the Hard Drive Removal option in Appendix B.

G. VENDOR RESPONSIBILITY

The Vendor shall have sole responsibility for the complete effort specified in the contract.

- 1. The Vendor is responsible for the professional quality, technical accuracy and timely completion and submission of deliverable, services or commodities required to be provided under this contract.
- 2. The Vendor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.
- 3. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work.

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4. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.
5. The Vendor will only fill PO's and requests for equipment if accompanied by a CRMP Formal Recommendation.

6. VENDOR ACTION PLAN FOR CONTRACT

Bidders should include the following as part of their action plan:

- a. Manufacturer's Standard Published Literature, Specifications and Buyer's Lab Report for each machine.
- b. Bidder's plan for providing sales and maintenance support, including number of service personnel and locations available for fulfilling the contract requirements.
- c. Bidder's plan for providing supply replenishment.
- d. Material Safety Data Sheet (OSHA form 20) for each supply item offered to be submitted within three (3) business days if requested by State.

7. VENDOR ACTION PLAN – MAINTENANCE SERVICE

Due to the large number of, and the distance between facilities, bidders are required to provide a well-defined ACTION PLAN that will describe the bidders' organization and method for providing and installing multi-function products and providing the required maintenance of these machines as specified herein. This plan should address how the bidder intends to provide the maintenance service required for the large number of machines which may require service at any one time.

Included as part of this plan should be the following information:

- a. A description of the bidder's organization and method for providing multi-function products and service to all areas of the State under this contract.
- b. A list of locations from which multi-function products will be made available for this contract including inventory information for each machine offered in the bidder's proposal. The inventory shall comprise the number of units on hand at any given time for making delivery to the State under this contract.
- c. This bid requires that the Contractors be able to deliver, install and service multi-function products in ALL regions of the State.
- d. A list of the locations from which fully trained service technicians will be dispatched.
- e. The number of said technicians available at each site for working on State contract machines that are on the bidder's payroll at the time this bid is submitted by the bidder.
- f. A description of the method used for dispatching technicians in response to a service call.

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8. VENDOR ACTION PLAN – SUPPLIES REPLINISHMENT

Due to the large population of multi-function products that will be installed under the contracts resulting from this RFP, Bidders are required to submit a comprehensive plan of action which will describe how the bidder intends to replenish the supplies required by the multi-function products provided. The plan should address the following:

- a. A list of locations from which the supplies will be distributed including inventory on hand for supplying multi-function products installed under this contract.
- b. An explanation of how the vendor will distribute the required supplies.
- c. Whether deliveries are made directly by the vendor or by an outside delivery service.
- d. Vendors may combine the Maintenance and Supplies Action Plans if desirable. Failure to provide this plan as part of your bid submission may be grounds for rejection of your bid.

H. SERVICE REQUIREMENTS

1. ORDERING PROCEDURES

The Copier and Multifunction Printer Resource Management Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier and Multifunction Printer Resource Management Program will maximize benefits of multi-function equipment while reducing fax machines, desktop and stand-alone printers in the workplace.

- a. The CRMP officer is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract.
- b. The CRMP will ensure contract compliance with Agencies and Vendor(s).
- c. The CRMP coordinates the use of this contract and assists in resolving minor disputes between the contractor and end users.
- d. The CRMP is the central coordinator of the use of this contract for all using Agencies. End users process invoices, order supplies, and contract the vendor for any required maintenance.
- e. All persons and agencies that use the contract must notify and coordinate the use of the contract with the CRMP, who must approve for placement of such equipment being purchased/leased.
- f. Approved orders from the CRMP will have a CRMP Formal Recommendation that must accompany the PO when ordering from the Vendor. **Only orders with a CRMP Formal Recommendation and valid PO may be filled under this contract. Failure to do so may be cause for termination of contract.**
- g. **When the Vendor receives the CRMP recommendation and Agency PO from the ordering Agency, the Vendor has seventy-two (72) hours to acknowledge receipt of order and provide an estimated delivery date.**

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- h. Notice of any delivery problems is required. The confirmation must be made to the ordering agency as stated in the purchase order.

2. DELIVERY

All multi-function equipment and accessories shall be delivered within twenty (20) calendar days after receipt of written order, unless the ordering agency agrees in writing to an extended delivery. Contractors shall not ship or install without a properly executed formal recommendation from CRMP and purchase order from agency. Notice of delivery shall be made to the state agency five (5) days prior to delivery. The vendor must be able to make delivery and have product available for delivery to all Counties of the State.

- a. **This schedule shall not exceed twenty (20) calendar days after receipt of order for units offered. The twenty day window will commence on the date that an ordering agency submits by fax or e-mail attachment a signed purchase order and formal recommendation from CRMP.**
- b. The Contractor must provide the Using Agency contact person with the estimated delivery date within 72 hours of receipt of a purchase order and formal CRMP recommendation.
- c. In the event the Primary Contractor is unable for any reason, to make delivery within twenty (20) days (ARO) after receipt of order, the Using Agency and the CRMP officer in the State must be notified.
- d. Failure on the part of the Contractor to notify the Using Agency and the State Copier Manager within 72 hours of receipt of an order of the inability to make delivery within twenty (20) calendar days may be grounds for filing a CAR with Government Support Services.
- e. The Contractor shall be responsible for all delivery, unloading, staging and storage of machines and accessories.
- f. **The Contractor shall notify the State at least five (5) business days prior to each delivery; so that necessary final arrangements can be made.**
- g. The State assumes no financial responsibility to any entity other than the Contractor.
- h. **Contractors shall not ship or install without a properly executed purchase order from the using Agency and Formal Recommendation Form from the CRMP.**
- i. Where applicable, the Contractor shall use a route approved by the State for delivery, unloading, staging and storage at the project site.
- j. The State shall be responsible for providing areas/sites for all deliveries for final placement is free of unanticipated obstacles which might unreasonably impede the Contractor during the delivery and installation of the work, but shall not be responsible for correcting obstacles which were reasonably anticipatable at the time of execution of the contract.
- k. All deliveries and installation work shall be performed during regular working hours, usually 8:00 AM to 4:30 PM, Monday through Friday.
- l. Changes thereto may be granted with written approval of the State.

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- m. Any work required to be performed after regular working hours or on Saturdays, Sundays or legal holidays, as maybe reasonably required consistent with contractual obligations, shall be performed without additional expense to the State.
- n. The Contractor shall obtain approval from the State for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of said work, unless such work is caused by an emergency.
- o. Department of Corrections has their own criteria and delivery schedule see Attachment 11.
- p. The Contractor shall be in a position to provide deliveries which shall include supplies, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, start up and training.
- q. Deliveries shall be made at such time and in such quantities as ordered, in strict accordance with the instructions from the Using Agency.
- r. Multi-function products provided must be strictly in accordance with the Contract. Using agencies are authorized to order and Contractors are authorized to ship only those items covered by the Contract. **If a review of orders reveals that multi-function products other than those covered by the contract have been ordered without CRMP approval, the Director will take such steps as are necessary to have the material returned by the Using Agency regardless of the time lapse between date of delivery and discovery of the violation. Full credit will be required.**

3. INSTALLATION

The Contractor shall provide the following installation service as a minimum:

- a. Contractor shall spot, install, and make ready to use all office multi-function equipment and accessories ordered by using agencies as part of the FOB destination delivered price in accordance with the delivery section of this RFP.
- b. Work shall be performed and completed during the work schedule developed with the using agency. Installation shall not exceed 1 business day unless approved by the using agency and the CRMP.
- c. The Contractor shall supply all materials and tools necessary to perform this service.
- d. The State will furnish suitable electric current at its expense to operate equipment. All equipment furnished shall be UL listed. Any wiring and/or cabling required for multi-function devices shall be the responsibility of the state agency.
- e. The Contractor shall be responsible for all safety precautions while performing the work. After all work is completed, the area shall be cleaned from any soil, packing materials or waste of any nature caused by the Contractor during the performance of his service.
- f. The Contractor shall fully install all equipment and software at the location specified by the state agency. (if applicable)
- g. The Contractor shall assist state agency staff in the installation and/or configuration of required software for the operation of the multi-function devices.

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- h. Required assistance for software installation shall be provided at no additional cost to the state agency.
- i. Work performed under this contract must comply with all appropriate OSHA standards.
- j. Contractor is required to provide with each unit placed in the State a readily visible label indicating the following:
 - Owner of the equipment (State/Department/Division & Vendor)
 - Physical Location (Building, floor, room number)
 - Name of Agency contact for unit
 - Phone numbers to obtain help, supplies and maintenance; and
 - Model number and serial number
- k. The Contractor shall supply training to the state agency for multi-function use at no additional cost.
- l. In order to satisfactorily adjust the damages which the State of Delaware may suffer on account of the contractor's failure to deliver equipment and supplies according to the delivery requirements set forth herein (the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such failure), the contractor hereby covenants and agrees to pay the State of Delaware, for liquidated damages, without proof of actual or specific loss as stated below:
 - Fair market value lease - 1/15th of the monthly base fair market value lease charge for each day, beginning with the thirty first (31st) day, until delivery.
 - Purchase - ½ of 1% of the purchase price per day beginning with the thirty first (31st) day, until delivery.
 - Any charges assessed shall be deducted from the contractor's payment.

4. TRAINING

Vendor is required to provide on-site appropriate initial training to casual users and key operators at no additional cost to the state, within three (3) days of multi-function product installation.

- a. The vendor shall ensure this training is comprehensive enough in length and depth, where it would be reasonable to assume that any person should have the basic knowledge to operate the machine after receiving this training.
- b. Initial training will include thorough review of Information Technology (IT) functions relating to customer support on additional "Add-Ons", i.e. Network print kits, fax functions, scan to network, scan to email, private/secure print, HD Erase Kits, mailbox function, etc. Vendor shall schedule training with Agency and request Agency IT support be present to ensure networking access is available.
- c. Advanced training will be provided by the vendor on an as requested basis from the agency without additional cost to the State.
- d. Advanced and additional training may be required by the State due to personnel turnover, introduction of new products, etc. at no extra charge to the State on an as requested basis.

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5. MAINTENANCE PROGRAM/RESPONSE TIME/DOWN TIME

All maintenance and parts are the responsibility of the Contractor and are to be included in the pricing.

The following maintenance services are to be rendered for all Leases or Purchase Multi-function products with maintenance program offered under this contract, as part of the monthly charge.

- a. Vendors are required to perform maintenance service for all multi-function products offered in this proposal for all State Using Agencies, School District, Political Subdivision and Volunteer Fire Department, in ALL regions of the State.
- b. Vendor's standard maintenance program is acceptable. In addition, maintenance is defined as acceptable work performed by supplier to assure that all features of the equipment are operating per supplier's published standards.
- c. Awarded vendor must have **on-site response time of four (4) working hours or less from service call** by the Agency. This means a service technician shall be on the site within this time frame prepared to fix the machine within that time.
- d. **For machines that are down longer than sixteen (16) working hours, a loaner machine of the same band size and functional capability must be placed on the 3rd working day until the original machine is repaired and reinstalled.**
- e. For placements in State facilities that operate 24 hours/day, 7 days/week, a 24-hour customer service/maintenance contact is required when indicated on the purchase document.
- f. A service log will be maintained by the Contractor and kept on-site as part of the copier equipment. See attachment 10. The State will have access to this log for its use. All downtime, no matter what the cause, will be recorded on this log.
- g. The State reserves the right to have as an option, the equipment replaced with a like machine until repairs are made and it is returned, or the plan terminated without any financial penalty, if:
 - Copier requires five (5) service calls or more in any given 30-day period, no matter what the percent of down time, or:
 - The supplier, if requested by the state, will grant a credit to the State for any machine that fails to perform at an effectiveness level of 90% during any given month. The downtime for a machine is computed by dividing the machine failure downtime by the total productive time (minimum of 162.5 hours per month) per month. The credit shall be a percentage amount of the fixed monthly lease/rental/maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 100. (Examples: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly lease/rental/maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision). Downtime begins when the end user actually places the service call to the Supplier and continues until equipment repairs are completed to the satisfaction of the State. Periodic preventive maintenance, and/or user errors will not count against the down time.

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6. PREVENTATIVE MAINTENANCE (PM)

Preventative Maintenance (PM) is an integral part of any multi-function products maintenance program and is to be submitted as a written schedule (as recommended by the OEM) and adhered to as part of the maintenance program.

- a. Contractor is to perform all Preventative Maintenance (PM) service as recommended by the Original Equipment Manufacturer (OEM).

7. SUPPLIES

- a. Contractor shall provide all necessary supplies (except paper) as part of the multi-function product monthly charge. For example: toner, staples, replacement drums, rollers and waste toner bottles are included as supply items. Suppliers are responsible to provide supplies as part of the lease/maintenance agreement.
- b. All supplies shall be replenished by the Contractor upon request of the agency.
- c. Delivery of supplies should be delivered to the agency within Three (3) business days after request from the agency.
- d. Contractors must have supplies available for all multi-function products they are awarded under this contract including, but not limited to: toner, developer, dispersant, concentrate, fuser oil and staples.

8. SUPPLY WARRANTY

Supplies must meet the performance and compatibility requirements of agency equipment, and conform to all OSHA and Right To Know Regulations.

- a. Vendors shall provide material that performs in a given machine in such manner that the supplies will produce photocopies that are equal in all respects to the quality and characteristics of an original.
- b. Vendor's products shall not cause undesirable or excessive residual accumulation which would reduce copy quality.
- c. Supplies shall be packed in substantial commercial containers of the type, size, and kind commonly used for the purpose.
- d. Supplies shall have disposal instructions.

9. ASSOCIATED CHARGES

- a. The State will not pay installation charges. Any charges required must be factored into the bid prices.
- b. Installation costs will not be incurred by the State for the same manufacturer's equipment which is removed and replaced with an upgraded or downgraded model.

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- c. For installation that requires network/scan/fax functionality the device must be fully operational at the time of installation, and if any additional software or support functions are needed, the Contractor is to supply to the State of Delaware at no charge.
- d. The State will not pay any removal charges.
- e. At either the end of the lease agreement or termination of lease agreement, it is the sole responsibility of the Contractor to remove the copier from the premises. Upon request of removal by a state agency the Contractor has 10 calendar days to remove the equipment. It is possible that the equipment on this contract may be removed before the agreement has terminated. The State of Delaware remains responsible for any pending payments to the term of the contract regardless of the location of the equipment. **No additional payments or charges beyond the Lease agreement term will be incurred without CRMP approval.**

10. REMOVAL OF EQUIPMENT

Removal of equipment must be coordinated with the Agency. No equipment may be removed without prior notification. An authorized State representative must be present during removal.

- a. All machines that are to be removed must be physically removed from the State's premises within ten (10) calendar days from notification by the agency unless otherwise approved by the agency and the CRMP.
- b. Leased equipment must be removed at the end of the lease agreement and no additional payments or charges beyond the contract term will be incurred without CRMP approval.
- c. All removal charges are the responsibility of the awarded vendor.
- d. Prior to removal all hard drive memory must be erased and certificate given to State Agency or hard drive removed per Agency request under terms of this proposal.
- e. It is possible that the equipment on this contract must be removed before the agreement has terminated. The State of Delaware remains responsible for any pending payments to the term of the contract regardless of the location of the equipment, unless otherwise specified by the CRMP to the vendor for reasons included in this RFP. For lease expiration after 36-month contract term placement, no additional payments or charges beyond the contract term will be incurred without CRMP approval.
- f. Awarded vendor must send written notification to the state agency 90 days prior to lease expiration (*installation date is considered lease start date*) alerting to the pending lease expiration date (*36 months after installation date*) and state that equipment must be removed at the end-of-term lease agreement and to contact the CRMP for replacement recommendation. A Follow-Up letter must be sent 45 days prior to lease expiration with the same language as specified in the 90 day letter.
- g. The Awarded vendor must notify CRMP of any placements that have passed the 36 month placement date (*36 months after installation date*) within 5 days of that date. The CRMP will then engage the agency to initiate the removal process.

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- h. Equipment not removed 60 days after lease expiration (*36 months after installation date*) becomes property of State of Delaware Surplus Services unless the CRMP has made alternative advance arrangements with the vendor. These arrangements must be made in writing and must be CRMP approved.

11. PRORATING OF ADDITIONAL EQUIPMENT/OPTIONS (ADD-ONS)

All options added during the initial lease term shall be charged a pro-rated amount based on the remaining time period of the original lease.

- a. The State will not accept proposals where the State is charged for a full-term worth for any add-ons that are added after the initial installation date. For clarification purposes: If during the term of a 36 month lease, an agency adds on a piece of equipment (network print kit, finisher, or bypass tray e.g.) to the copier in month 13, the cost of the add-on, will be pro-rated for the remainder of the lease term. i.e 36 month lease term fees minus the months of placement, multiplied by the monthly fee; $(36 - 12 = 24 \times \$5.00.)$
- b. Billing for all options added during the initial lease term must be included on the end-unit (multi-function device) invoicing. Invoices that are received with "Add-On" options only will be rejected. For clarification purposes: If the agency is in month 12 of a 36 month lease and adds on a piece of equipment (network print kit) to the multi-function unit, the next billing invoice should show the original leased equipment and should also show an added line item reflecting the new piece of equipment. The base unit monthly payment should reflect the added piece(s) to the original monthly amount due. The State will not accept "Add-On" invoices that are not inclusive in the original base unit invoice and PO. If a new PO is used to order the "Add-On", it should be added to the original base unit invoice.

12. ACCEPTANCE OF EQUIPMENT BY THE STATE

It will be the Contractor's responsibility to ensure that the equipment is made operational the same day of delivery and producing acceptable copies, prints, scanning to email/network and/or faxing based on the accessories the agency has ordered.

- a. The effective date of billing the State shall begin when the State accepts the equipment as meeting the above conditions.
- b. Invoicing for all multi-function equipment installations are to be made by the Contractor holding the contract.
- c. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices of payment.
- d. All invoices must bear the official contract number assigned by the Government Support Services, and reference the model number, serial number, unit and extended price, and agency name and location.
- e. The Contractor shall provide one master statewide account number with unique agency specific identifiers.

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- f. The State of Delaware does not pay state or federal taxes unless otherwise required under law or regulation.

13. MAINTENANCE OF RECORDS/CONTRACTOR MEETINGS

Required Reporting of this RFP, Contractor(s) will provide, on a monthly basis, a record of active placements made under their contract award resulting from this Request for Proposal. Contractor(s) will also provide, on a monthly basis, a record of removals made under their contract award resulting from this Request for Proposal.

The Copier and Multifunction Resource Management Program will work with the awarded Vendor(s) on proper format of this report due to specialized data being requested.

- a. **The record of active placement information** shall be provided in a columnar Excel format similar to Attachment 7, which shall list the following:

- Name of ordering agency indicating whether the ordering agency is a state agency, school district, municipality, fire department, or other non-state agency.
- Agency Name or School District/Name of School
- Budget Code
- UNSPSC Code
- Purchase Order Number
- Copier and Multifunction Printer Resource Management Program Recommendation Number (assigned by the CRMP)
- Indicate contact person, phone number, email address, billing address, and physical address location address of equipment.
- A listing of models installed including a description, serial number and SKU numbers for each location listed.
- Indicate Leased or Purchased equipment.
- Quantity
- The contract price for each model installed including all ordered accessories.
- Date of Installation.
- Vendors Billing Expiration Date.

Any current monthly lease payments being made to the vendor shall be reflected on this monthly report. Leases that have ended or closed during a month shall not be reported as this report only reflects active spend. Purchased equipment shall be listed for the month of purchase. Maintenance Agreement spend for Purchased equipment shall be listed monthly, along with the expiration date of the agreement.

- b. **The record of return information shall be provided in a columnar Excel format similar to Attachment 8 which shall list the following:**

- Name of ordering agency indicating whether the ordering agency is a state agency, school district, municipality, fire department, or other non-state agency.
- Division Name or Name of School
- State Budget Code
- Purchase Order Number
- Indicate contact person, phone number, email address, billing address, and physical location address of equipment.

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- The Serial Number being removed and replaced.
- The Replacement CRMP Recommendation Number (if applicable due to replacement).
- Removal Date.

Submitting copies of purchase orders, confirmations or invoices for all items does not fulfill this contract requirement. Failure to provide this information in a meaningful format, as requested, may be cause for termination of award of future contracts to the offending contractor. After submitting the above information the Contractor shall meet with the Director or his designee on a semi-annual basis and review the information as submitted and discuss information relevant to contract operations that have occurred in the previous months.

14. REPLACEMENT OF UNSATISFACTORY EQUIPMENT

If the State finds that the equipment supplied is not giving satisfactory performance, or determines that significant downtime due to frequent remedial maintenance significantly interrupts agency workflow, will be replaced by the vendor at the request of the CRMP in writing.

- a. The CRMP must be contacted and provide approval before the removal and replacement can occur.
- b. The Contractor, after receiving this written notice, agrees to remove and replace the defective multi-function product, as per the original specifications, within five (5) days of such notice at no cost to the State.
- c. Failure to comply may result in the unit(s) being cancelled from the contract.

Upon damaged beyond repair of a device, the contract shall agree to the fair market value not to exceed the lease payments already made for the device. For machines that are down longer than sixteen (16) working hours, a machine of the same band size and functional capability must be placed on the 3rd working day.

15. FAILURE TO PERFORM

Should a multi-function product fail to perform as specified by the contract, it shall be replaced by the Contractor at no additional charge. The CRMP/Government Support Services Contract Officer shall be notified and will be the primary mediator in this situation. The CRMP will become involved if a Failure to Perform situation cannot be resolved. The Contractor shall have five business days to replace the multi-function product once it is determined the unit is not capable of performing the task.

16. EQUIPMENT TRANSFER AND RELOCATION

In the event of relocation within the same building, it shall be the Contractor's responsibility to assure the prompt relocation of all multi-function products at no cost to the State. The Contractor's expertise and service personnel assistance is important whenever relocation is required.

- a. The State reserves the right to transfer any multi-function products, after notification to the Contractor, to any facility or Agency other than the original place of installation.
- b. **The Contractor shall be responsible for preparation of the equipment and moving and will be reimbursed by the State or other using agency where applicable.**

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- c. Damages resulting from any transfer of Contractor's equipment between State Agencies shall not be the State's responsibility.

I. CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. If required, this continuance shall be for a reasonable period of time agreed upon between the contractor and Government Support Services.

1. Upon award of the contract, the contractor shall work with the state and any other organizations designated by the state to insure an orderly transition of services and responsibilities from existing contract(s), which are either expiring or which contain volume purchase agreements, to insure the continuity of those services required by the state agency.
2. The contractor must provide all required hardware and software upon the effective date of the contract. However, applicable services required by the contract shall begin at the earliest possible date following the start date of the contract. This is done in an effort to give the contractor the opportunity to work with the state in the "start-up" of the services.
3. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state, if requested in writing. All contract services are valid within agreed timeline specified during the contract and maintenance will continue until the lease agreement is complete. Example, if a device is installed in month 32 of the contract, the contractor will maintain all services as set forth in the contract for the entire 36 month lease term even if the contract that it was procured through has expired.
4. At the end of the contract, the contractor must provide a compiled report of all multi-function devices placed within the State during the life of the contract. The compiled report data must mirror the usage reports and show all procured multi-function devices (active and closed) contracts with device installation dates.
5. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state and/or to the state's designee within five (5) days after receipt of the written request in a format and condition that are acceptable to the state agency.
6. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract.
7. **Upon expiration of the contract (inclusive of a possible transition period agreed upon between the contractor and Government Support Services), the contractor shall discontinue providing service or accepting new assignments under the terms of this contract. No exceptions will be made unless approved by the CRMP.**

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J. PRICING

Bidders must submit its pricing using the State supplied price sheet(s) a part of this RFP **Appendix B**. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of Contract. Vendors may bid on any and/or all groups/categories.

The Price Sheets are provided as a separate attachment titled "Pricing Spreadsheet, Appendix B" found at <http://bids.delaware.gov>

- All-inclusive 36 month operating lease.
- Purchase with an optional 36 month maintenance charge.
- "One-time/short-term" all-inclusive 1 month operating lease.
- Value Added Options
 - Software/interface package that tracks performance and inventory utilization, provides reporting, network card release for secure "anywhere" printing, print/copy/asset accountability, etc. Software package would be managed by the State of Delaware. Additionally, offerors are encouraged to offer a vendor managed program where available.
- Recycle Recovery Program inclusive of pricing
- Hard Drive Removal pricing for all 36 month operating lease groups.

ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Copier and Multifunction Printer Resource Management Program (CRMP). The successful vendor(s) are required to have a copy of the formal recommendation and copy of Purchase Order (PO). No orders may be processed by the vendor without the formal recommendation and PO. Vendor may fulfill only what is recommended by the CRMP.

The awarded vendor(s) must direct all State agencies requesting multi-function products (copiers/printers) placements to the CRMP.

**COPIER RESOURCE MANAGEMENT PROGRAM
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4558
FAX: 302-739-3779**

1. **36 MONTH OPERATING LEASE** - "All-in" dollar amount per month for a 36 month lease period by component – with no residual or buyout obligation to the State. This includes unlimited copies, all preventative maintenance and any other required maintenance, along with all supplies, including staples, but excludes paper.
 - The State will not accept proposals where the State is charged for a full-term worth for any add-ons that are added after the initial installation date. For clarification purposes: If during the term of a 36 month lease, an agency adds on a piece of equipment (network print kit, finisher, or bypass tray e.g.) to the copier in month 13, the cost of the add-on, will be pro-rated for the remainder of the lease term. i.e. 36 month lease term fees minus the months of placement, multiplied by the monthly fee; $(36 - 12 = 24 \times \$5.00)$.

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- There shall be no underutilization or overage charge for copies/prints per month. **The State will only accept proposals with unlimited copies/prints for all devices.** The State recognizes the maximum duty cycle of equipment and if an Agency consistently exceeds this the State will evaluate right sizing equipment and move to a higher performing model. The CRMP will work with the vendor in these instances. Placements are based on specific 3 year average volumes, so expectations of device overutilization are extremely minimal and will be handled by the CRMP.
- The contractor must notify the State agency in writing of the pending expiration of the lease ninety (90) days prior. Lease expiration is considered by the State of Delaware to be 36 months to the day after physical placement and installation.
- All invoices/billing for options added during the initial lease term shall be added to initial equipment PO invoice. **No separate billing for add-on's will be accepted.**
- **Contractors shall not ship or install without both a properly executed purchase order and a formal recommendation form from CRMP.**
- The State has the option to upgrade or downgrade an equipment lease to a different band machine during the life of the lease agreement and the State will not incur penalty fees. *Instances of this are very rare and must be coordinated through the CRMP.* If an Agency requests to upgrade/downgrade, the CRMP will review for approval. If approved, CRMP will notify the vendor to cancel the existing lease, remove the equipment and recommend a new model that is suitable for the Agency.

2. PURCHASE

- Purchase Price: The price includes the basic equipment purchase price with any options selected by the ordering agency.
 - Monthly Maintenance Charge: (with 36 month maintenance agreement). This includes all maintenance, unlimited copies, and all supplies, including staples, but excludes paper.
 - There shall be no underutilization or overage charge for copies/prints per month. The State seeks unlimited copies/prints for all devices as part of the maintenance agreement. The State recognizes the maximum duty cycle of equipment and if Agency consistently exceeds this the State will evaluate additional billing for copies over maximum duty cycle specifications.
 - Maintenance plans may be canceled with thirty (30) days written notice by the State with no further financial obligation.
 - Minimum of one (1) year manufacturer warranty for any purchases.
 - Contractor shall not ship or install without both a properly executed purchase order and a formal recommendation form from CRMP.
3. **“ONE-TIME/SHORT-TERM” 1 MONTH OPERATING LEASE** - "All-in" dollar amount for a 1 month lease period by component – with no residual or buyout obligation to the State. This includes unlimited copies, all preventative maintenance and any other required maintenance, along with all supplies, including staples, but excludes paper.

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- There shall be no underutilization or overage charge for copies/prints. The State seeks unlimited copies/prints for all devices. The State recognizes the maximum duty cycle of equipment and if Agency consistently exceeds this the State will evaluate right sizing equipment and move to a higher performing model.
- Contractors shall not ship or install without both a properly executed purchase order and a formal recommendation form from CRMP.
- This is a “*SPECIAL APPROVAL*” option and no one-month placements may be made without CRMP involvement and approval.
- “New” units are not mandated under this “One-Time/Short-Term” section, however, devices must meet Group requirements as listed in the Appendix B. Due to inventory demands, Vendor may offer a current available model different but equivalent to what is included in their proposal to meet the short term needs of the state. Maintenance, supplies, functionality and speed requirements must be equivalent to the model the offeror includes in their proposal.

4. VALUE ADDED OPTION - This is a value added request only and will not be included in Scoring Criteria.

- Value Added Option #1 is a request for software/interface package that tracks performance and inventory utilization, provides reporting, network card release for secure “anywhere” printing, print/copy/asset accountability, etc. The State is interested in seeing vendor proposals that include the following technology/software:
 - Provides reports that provide user/department, make/model of networked device and show the following data:
 - Generate reports on number of pages printed, scanned, copied with information on color or black and white usage, single or double-sided document and document sizes
 - Performance reporting to include error histories, downtime and trends
 - Tracking of consumables
 - Track and report single device or group devices
 - Discover and track all network printing assets (not necessarily equipment included in this RFP)
 - Track energy consumption
 - The State’s goal is to engage in this type of software/technology possibly during the life of this contract agreement. The State will track cost of ownership of equipment, equipment performance; list jobs printed through network/direct printing, accounting and auditing activity of users, interactive printing “print anywhere”, and centralize management of networked devices.
 - Pricing is to be provided in Appendix B
- Value Added Option #2 is a Recycle Recovery Program – Awarded vendor(s) remove all full waste toner cartridges and expended toner cartridges.
 - Proposals are to include process flow from recovery of cartridges from using agency through ultimate disposition of the cartridges.
 - If available, proposals should include sample reporting of environmental impact based on actual recycle volumes.
 - Pricing for the Recycle Recovery Program is to be provide using Appendix B.

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5. **HARD DRIVE REMOVAL (36 MONTH LEASE GROUPS)** - As an option the State Agencies may request the Hard Drive to be removed and left with the Agency for destruction.

Appendix B – PRICING FORMS

ALL SPECIFICATIONS –FOR ALL MULTI-FUNCTION PRODUCTS (COPIERS & PRINTERS)
(Are located in the Appendix B Attachment Found at <http://bids.delaware.gov>)

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APPENDIX C

DELAWARE DEPARTMENT OF CORRECTION
SECURITY REQUIREMENTS & PROCEDURES

I. REQUIREMENTS FOR ALL VENDORS/CONTRACTORS:

The Delaware Department of Correction (DDOC) has established criteria for authorized entry into a correctional facility by Vendors/Contractors conducting business with the Department and requires the Vendor/Contractor to complete a DDOC Security Clearance Application (to be provided upon contract award) and complete the Prison Rape Elimination (PREA) Acknowledgement Form (to be provided upon award) prior to entering a DDOC facility. This security criterion shall be observed by all professional service visitors, volunteers, vendors, contractors, subcontractors (if any) and any applicable employee providing services in relation to the contract. While working inside the prison facilities, it must be clearly understood that prison security requirements will at all times take precedence over service and/or construction operations. The vendor shall comply with all such regulations and consider the regulations when preparing their bid response.

II. CONTRACTORS PERFORMING CONSTRUCTION/REPAIR SERVICES:

A. Site Security

The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

- 1) Prime contractor shall submit a list of all proposed workers who will be working on site to the Regional Maintenance Superintendent or Security Superintendent. The list shall include name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any) and any vendors requiring access to the secure perimeter of the facility.
- 2) Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site so an officer can be assigned to accompany all his personnel.
- 3) Contractors are required to notify the Regional Maintenance Superintendent/or Security Superintendent upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- 4) Contractor must carry a Photo Identification Card.
- 5) It is essential that construction operation and debris removal be conducted in a manner to assure that materials that may be used as weapons do not fall into the hands of inmates.
- 6) Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- 7) In the event that construction requires the disruption of plumbing, electrical power, etc., the Regional Maintenance Superintendent must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered.
- 8) Workers will be denied access to controlled areas should they have relatives or close friends

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incarcerated in the facility.

- 9) Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.
- 10) Construction Personnel Vehicle Parking
 1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
 2. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.
 3. Parked vehicles must always have the ignition and doors locked.
- 11) Prison Records - Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and either provide or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.
- 12) Workmen Lunch Area/Searches
 1. Workmen are expected to stay in their respective working areas during their lunch period unless leaving the grounds is permitted.
 2. All workmen are expected to submit to a search of themselves, toolboxes, lunch containers, and vehicles at any time if the search is deemed necessary.
- 13) It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- 14) It is forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
- 15) It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- 16) It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.
- 17) No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- 18) Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
- 19) The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.
- 20) The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.

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- 21) Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- 22) In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that the contractor communicate this confidentially to the Maintenance Superintendent.

B. Equipment/Tool Inventory

- 1) Inventory of all tools, equipment and supplies shall be taken by the Contractor at the beginning and end of each workday (to be provided upon award). All unnecessary tools and equipment should be left at the shop. An assigned DDOC employee shall escort the Contractor or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or related equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions
- 2) Restricted Tools: The DDOC classifies a restricted tool as one that can be used by inmates either in effecting an escape or causing death or serious injury. The following tools are typical examples of a tool classified as restricted and shall not be considered all inclusive:
 - a. Diamond-point drills
 - b. Ice picks
 - c. Hones and sharpening stock
 - d. Metal cutters, blades
 - e. Bolt cutters
 - f. Cleaners
 - g. Cutting torches
 - h. Electric drills, portable
 - i. Electric bench and portable grinders
 - j. Files
 - k. Gear pullers
 - l. Diamond point and regular hacksaw blades
- 3) Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
- 4) Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent directions for control of powder used and stored.
- 5) Lost or stolen tools must be reported to security of the Department of Correction immediately.
- 6) Broken saw blades must be removed from the property (not left or discarded on site).
- 7) Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.
- 8) Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example, it takes between one half hour to one hour to enter or leave the facility.
- 9) Proper construction clothing is required. Short pants are not permitted.

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- 10) Contractors are advised that only limited movement will be permitted while inside the compound.
- 11) Completion of a Security Clearance Form is required for all employees working on the project and will remain on file for one (1) year from clearance date.

C. Special Requirements

- 1) Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- 2) Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- 3) All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- 4) Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

III. CONTRABAND

- A. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (a) The person knowingly and unlawfully introduces any contraband into detention facility; or (b) The person possesses with intent to deliver any contraband to any person confined within a detention facility; or (c) Being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- B. The following items are considered contraband and shall not be permitted near , in possession of or on the grounds of any DDOC facility:
 - 1) Intoxicating beverages.
 - 2) Narcotics, hypnotics, barbiturates, hallucinogenic drugs, central nervous stimulants, tobacco or drugs, except as authorized or approved by an institution affiliated physician.
 - 3) Firearms or instruments customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administrator.
 - 4) Instruments that may be used as an aid in attempting an escape.
 - 5) Hypodermic needles, syringes, or other articles, instruments or substances specifically prohibited by the institution administration, except as authorized by an institution and/or Departmental Administrator.

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C. In addition to above, no inmate may possess:

1. Tools, instruments or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
2. Money.