



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

# State of Delaware

## MICROGRAPHIC SERVICES & CONVERSION SERVICES

### Request for Proposal

### Contract No. GSS19462-MICRO\_SVCS

*September 3, 2019*

**- Deadline to Respond -  
Thursday, September 26, 2019  
3:00 PM (Local Time)**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO. GSS19462-MICRO\_SVCS**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Micrographic Services & Conversion Services .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 SPREADSHEET

**\*\* [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 Thursday, September 26, 2019 at 3:00 PM (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 Ninna Vaughn at 302-857-4584 or email [Ninna.vaughn@delaware.gov](mailto:Ninna.vaughn@delaware.gov).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. INTRODUCTION**

**A. PURPOSE**

The purpose of this Request for Proposal is to obtain sealed proposals for (a) Filming, Processing and Micrographic Services, and (b) Conversion Services: Microfilm and Digital Imaging.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the above services. Bidders may submit proposals for one or both of the components of the contract. This is a services contract, and does not include the purchase of material and/or equipment.

**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.

**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).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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. SUPPLEMENTAL SOLICITATION**

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

**8. CONTRACT PERIOD**

Each Vendor’s contract shall be valid for two (2) year period from **November 1, 2019 through October 31, 2021**. Each contract may be renewed for three (3) 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.

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Vendors	Tuesday, September 3, 2019
Written Questions Due No Later Than (NLT)	Tuesday, September 10, 2019 at 3:00pm
Written Answers Due/Posted to Website NLT	Monday, September 16, 2019
Proposals Due NLT	Thursday, September 26, 2019 at 3:00pm
Public Proposal Opening	Thursday, September 26, 2019 at 3:00pm
Proposal Evaluation/Presentations as required	To be determined
Vendor Best & Final Discussions, as required	To be determined
Contract Award	Will occur within 90 days of bid opening

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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 **Tuesday, September 10, 2019 at 3:00pm**. All questions will be answered in writing by **Monday, September 16, 2019** 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

[Ninna.vaughn@delaware.gov](mailto:Ninna.vaughn@delaware.gov)

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**B. BACKGROUND**

See Part 1 and Part 2, Appendix A, Scope of Work

**C. STATEMENT OF NEEDS**

See Part 1 and Part 2, Appendix A, Scope of Work

**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.

**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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

**K. BID BOND REQUIREMENT**

**The Bid Bond requirement has been waived.**

**L. PERFORMANCE BOND REQUIREMENT**

**The Performance Bond requirement has waived.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**M. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two **(2)** paper copies and one **(1)** electronic copies on CD, DVD media disk or USB Memory Stick. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. 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 PM (Local Time) on Thursday, September 26, 2019 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: Ninna Vaughn**

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 original contract term. Delaware reserves the right to ask for an extension of time if needed.

**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.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 6. Include business name, mailing address, contact name and phone number, email address, number of years doing business with, and type of work performed. Personal references cannot be considered.

**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.

**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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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 (2<sup>nd</sup> Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Certification Application
- Attachment 11 – Performance Bond **(WAIVED)**
- Attachment 12 – Bid Bond **(WAIVED)**
- Attachment 13 – Proposal Reply Requirements
- Attachment 14 – DTI Cloud Service Terms & Conditions Agreement
- Attachment 15 – DTI Confidentiality & Data Integrity Form
- Appendix A – Scope of Work Details
- Appendix B – Pricing Spreadsheet

**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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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: Ninna Vaughn**

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery and any delivery costs for returned proposals. 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.
- Experience of the Service Technicians.
- Describe the methodology/approach used for this project including details of required service and turnaround time.
- The bidder should take special care to address all items under criteria and scoring section below.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**E. CRITERIA AND SCORING**

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
1.	<b>Vendor Qualification</b> – The qualifications and experience with similar contracts of this size (include government as well as private sector contracts). The background, experience, resources, reputation, and years in business.	<b>20</b>
2.	<b>Vendor Qualification</b> - The qualifications and experience of the persons to be assigned to the project.	<b>20</b>
3.	<b>Service &amp; Support</b> – The ability to provide services within the defined time frames, and the understanding of problems that may occur; and how you plan to meet them. This also includes the stability of workforce. Do you have adequate number of employees?	<b>30</b>
4.	<b>Compliance with Specifications</b> - Followed instructions and thoroughness of RFP response with minimal exceptions to the solicitation requirements.	<b>20</b>
5.	<b>References</b> - Points given for reference received and information provided in reference check.	<b>15</b>
6.	<b>Price</b> – Overall price competitiveness compared to other vendors and current price the State is paying.	<b>20</b>
<b>TOTAL SCORE</b>		<b>125</b>

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).

**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.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

**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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

### **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.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

**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).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.
- 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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 State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

**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.
- 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."

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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 two (2) 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.

If agreement is reached to extend this contract beyond the initial two (2) 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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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.

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

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

**or**

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

and

e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,

and

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



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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 # GSS19462-MICRO\_SVCS  
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.

### **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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

### 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 contact 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@delaware.gov](mailto:vendorusage@delaware.gov), 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 15<sup>th</sup> 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, 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov) 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.

**34. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19462-MICRO\_SVCS 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.

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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.

### **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.

### **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](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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).

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.
- 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\(g\)](#) 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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. 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> .

**46. 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.

**47. 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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

**48. 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.

**49. TERMINATION OF CONTRACT**

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



STATE OF DELAWARE  
Office of Management and Budget  
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 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.

## 50. 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.

## 51. 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.

**52. 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.

**53. 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.

**54. 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.

**55. 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.

**56. 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**57. 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.

**58. 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.

**59. 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. IRS 1075 Publication (If Applicable)**

**a. Performance**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**b. Criminal/Civil Sanctions**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**c. Inspection**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**62. 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.

**63. 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.

**64. 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](#)

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**65. 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

**66. ASSIGNMENT**

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

**67. 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**

**68. 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.

**69. 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  
Office of Management and Budget  
Government Support Services

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.

**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.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**VII. PROPOSAL REPLY SECTION**

**CONTRACT NO. GSS19462-MICRO\_SVCS**

**Micrographic Services & Conversion Services**

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 Thursday, September 26, 2019 at 3:00pm (Local Time) 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.

- 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 (if applicable)
- Attachment 10 – Office of Supplier Diversity Certification Application (if applicable)
- Attachment 14 - DTI Cloud Service T & Cs Agreement
- Attachment 15 – DTI Confidentiality & Data Integrity Form
- Appendix B – Pricing Spreadsheet

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 1 – No Proposal

**NO PROPOSAL REPLY FORM**

Contract No.: **GSS19462-MICRO\_SVCS** Contract Title: **Micrographic Services & Conversion Services**

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

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

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document.  
Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

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

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 2 – Non-Collusion

**CONTRACT NO.: GSS19462-MICRO\_SVCS      TITLE: Micrographic Services & Conversion Services**

**DEADLINE TO RESPOND: Thursday, September 26, 2019 @ 3:00pm**

**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.

COMPANY NAME \_\_\_\_\_ (Check one)

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

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 \_\_\_\_\_



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 4 – Company Profile

Contract No.: **GSS19462-MICRO\_SVCS**  
Contract Title: **Micrographic Services & Conversion Services**

**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.	Explain your company's qualifications and what clients have you worked with in the past two (2) years that have similar project needs.

2.	Explain your staff's background, qualifications, and experience?

3.	Outline a detailed plan to provide continued service and support to the State and eligible users in the event the respondent's company goes out of business, merges with another company, or is acquired by another company.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

4.	Can you service the entire State? If not, please identify the counties you can cover.

5.	Describe the security measures used to protect the integrity and confidentiality of this project.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 6 - References

Contract No.: **GSS19462-MICRO\_SVCS**  
Contract Title: **Micrographic Services & Conversion Services**

**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.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 7 - Subcontractors

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. GSS19462-MICRO_SVCS	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**Use a separate form for each subcontractor**



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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 Subcontrac tor 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 Number	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 2<sup>nd</sup> 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@delaware.gov](mailto:vendorusage@delaware.gov)

**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@delaware.gov](mailto:osd@delaware.gov)  
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.**

### 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). **“ORIGINAL” PAPER PROPOSAL 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) – Form must be included.
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
10. Complete DTI Cloud Service Terms & Conditions Agreement (Attachment 14) – Form must be included
11. Complete DTI Confidentiality & Data Integrity Form (Attachment 15) – Form must be included

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services  
Attachment 14 – DTI Cloud Service T & Cs Agreement



STATE OF DELAWARE  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 Silver Lake Blvd., Dover, Delaware 19904

**DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT**

*PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE*

XaaS Contract # \_\_\_\_\_, Appendix \_\_\_\_\_  
between State of Delaware and \_\_\_\_\_ dated \_\_\_\_\_

	Public Data	Non Public Data	Cloud Services (CS) Terms
			<b>PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</b>
CS1-A		✓	<b>Security Standard Compliance Certifications:</b> The PROVIDER shall meet, and provide proof of, one or more of the following Security Certifications. <input type="checkbox"/> CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or higher) <input type="checkbox"/> FedRAMP - Federal Risk and Authorization Management Program
CS1-B		✓	<b>Background Checks:</b> The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.
CS1-C		✓	<b>Sub-contractor Flowdown:</b> The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
CS2		✓	<b>Breach Notification and Recovery:</b> The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (see CS3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 14 – DTI Cloud Service T & Cs Agreement (Cont'd)



STATE OF DELAWARE  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 Silver Lake Blvd., Dover, Delaware 19904

**DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT**

**PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE**

XaaS Contract # \_\_\_\_\_, Appendix \_\_\_\_\_

between State of Delaware and \_\_\_\_\_ dated \_\_\_\_\_

	Public Data	Non Public Data	Cloud Services (CS) Terms
			<b>PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</b>
CS3		✓	<b>Data Encryption:</b> The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this non-public data at rest. The PROVIDER's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware's standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy.
CS4	✓	✓	<b>Notification of Legal Requests:</b> The PROVIDER shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. With regard to State of Delaware data and processes, the PROVIDER shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions:

FOR OFFICIAL	<input type="checkbox"/>	CS4 (Public Data)
USE ONLY	<input type="checkbox"/>	CS1-A and CS4 (Non-Public Data) OR <input type="checkbox"/> CS1-B and CS1-C and CS4 (Non-Public Data)
	<input type="checkbox"/>	CS2 (Non-public Data) <input type="checkbox"/> CS3 (SaaS, PaaS – Non-public Data)

PROVIDER Name/Address (print): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PROVIDER Authorizing Official Name (print): \_\_\_\_\_

PROVIDER Authorizing Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 15 – DTI Confidentiality & Data Integrity



**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: \_\_\_\_\_



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**PROPOSAL REPLY REQUIREMENTS (CONT'D)**

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. **Two (2)** paper copies 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Appendix A**

**SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

**A. OVERVIEW:**

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

**B. BACKGROUND:**

See Part 1 and Part 2

**C. STATEMENT OF NEEDS:**

See Part 1 and Part 2

**D. GENERAL REQUIREMENTS:**

The following general requirements are required for both Micrographic Services (Part 1) and Conversion Services: Microfilm and Digital Imaging (Part 2).

- A. Vendors must demonstrate in their technical proposal that they have the capability, experience, and necessary personnel to furnish the services stipulated herein. The technical proposal shall set forth in detail:
- a. The proposed work plan for achieving contract objectives;
  - b. The proposed methodology and techniques for performing the contract; and
  - c. The resources, experience, background and other unique or specialized skills and expertise of both the proposed firm and the personnel proposed for work on the project.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- B. Proposals should be prepared simply and economically, providing a succinct, concise delineation of capabilities to satisfactorily perform contract objectives. Proposals should be practical, legible, clear, and coherent. Proposals shall be organized to address each of the evaluation criteria in the same order as stated in the Basis of Award section.

**E. DETAILED REQUIREMENTS:**

The technical requirements of this RFP are stated in Part 1 and Part 2. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**PART 1**

**Filming, Processing, and Related Micrographic Services  
For the Delaware Public Archives**

**SCOPE OF WORK DETAILS**

**Background.** The Delaware Public Archives (DPA) Micrographic Program currently consists of six microfilming activities:

1. Preservation microfilming of “old” records (e.g., paper records from the 18<sup>th</sup> and 19<sup>th</sup> centuries) in the holdings of the DPA,
2. Archival microfilming of records currently in the custody of agencies but are scheduled to be transferred to the custody of the DPA for permanent retention because of their enduring value,
3. Administrative microfilming of records to reduce storage costs for agencies that wish to maintain the records in their custody to satisfy operational requirements that lack sufficient enduring value.
4. Diazo duplication of reference copies of archival quality microfilm,
5. Services that include minimal documents prepping, indexing, processing, quality control, and
6. Contractor provided redox prevention treatment and acetate conversion of microfilm.

The DPA wishes to outsource all micrographic activities listed above to a full service organization that will perform these microfilming services and produce supporting documentation that conforms to the microfilm requirements of the DPA and ANSI/AIIM/ISO standards. The DPA welcomes vendors offering different technical solutions for capturing images on film, including the production of microfilm from digitally scanned images of paper records.

This statement of work is divided into four sections:

- I. Definitions**
- II. Task Specifications**
- III. Technical Specifications**
- IV. List of Technical Standards and Examples**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services  
**PART 1**

**Filming, Processing, and Related Micrographic Services  
For the Delaware Public Archives**

**I. DEFINITIONS:**

The following definitions, which are taken from a variety of sources, including the Delaware *Public Archives Required Minimum Microfilming Standards for Public Records*, are incorporated by reference into the Task Specifications of this Request for Proposal and must be taken into account in meeting these specifications.

**Administrative records microfilming.** Records that are not scheduled for permanent retention but have a long retention period, usually in excess of fifty years, and are in the custody of the agency are microfilmed to reduce storage costs. The paper records are destroyed after completion of microfilming and the microfilm itself is destroyed at the end of the specified retention period.

**ANSI/AIIM/ISO Standards.** The American National Standards Institute (ANSI), the Association for Information and Image Management (AIIM) and International Standards Organization (ISO) develop and promulgate micrographic standards for the whole range of micrographic services. One example of a standard is a Life Expectancy Designation (LED) for microfilm. A LED-500 (life expectancy of 500 years) is standard for archival purposes. The DPA micrographic requirements also call for LED-500. A list of ANSI/AIIM/ISO Micrographic Standards that must be taken into account in providing micrographic services to the DPA under this RFP is in Part IV. If there is a conflict between the requirements of the ANSI/AIIM/ISO Standards and the Delaware Public Archives Required Minimum Microfilming Standards for Public Records the latter takes precedence.

**Archival records microfilming.** Records in the custody of an agency that are scheduled for permanent retention. Document preparation should be done by the Agency that created and maintains the records.

**Base Fog.** This is a numerical rating of the clarity of areas of processed film where there is no image. This rating should not exceed .10.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. DEFINITIONS (CONT):**

**Density.** This is a numerical measurement of the contrast between the image and the non-image background of the microfilm and denotes the light absorbing or light reflecting characteristics of a photographic image measured as visual diffuse transmission density in accordance with ANSI PH2. 19. Faded, low-contrast documents may have a low-density reading (e.g., .80) while high-contrast printed documents may have a high-density reading (e.g., 1.50). Density readings should not deviate more than 0.15 across a frame and not more than 0.20 for an entire roll of film. The following five groups indicate the density range at which these types of documents are likely to produce the most legible image. Camera operator experience and knowledge of the visual attributes of specific classes of documents should be taken into account in identifying the specific density setting to use.

**Group 1:** High quality and high contrast material such as printed books, periodicals and black typing; Density 1.3 – 1.5

**Group 2:** Fine line originals, black opaque pencil writing, and documents with small, high content printing; Density 1.15 – 1.4

**Group 3:** Pencil and ink drawings, faded printing and very small printing, such as footnotes at the bottom of a page; Density 1.0 – 1.2

**Group 4:** Low contrast documents and drawings, graph paper with pale, fine-colored lines, letters typed with a worn ribbon, and poorly printed documents; Density .80 – 1.0

**Group 5:** Although not a general practice, some low-contrast documents may require a Density of .70 - .85

For additional information see ANSI/AIIM *MS23-2004-Practice for Operational Procedures/Inspection and Quality Control of First-Generation, Silver Microfilm of Document*.

**Document Prepping.** State and local government agencies whose records are being filmed are responsible for all document prepping in accordance with DPA document prepping requirements. Once the records are in the custody of the vendor a review of them must be conducted prior to filming (or scanning as the case may be) to confirm that they are still in the proper order. The vendor will be required to perform minimal prepping such as removing staples and paper clips or unfolding folded pages and the like that may have been missed during the agency document prepping.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. DEFINITIONS (CONT):**

**Duplication/Generations.** A preservation microfilming program should generate one camera negative and two copies. The first one is the silver gelatin film actually used in the camera (called the master negative) that is used once to produce a silver duplicate master called a copy negative or duplicating master. The third copy is a diazo film called a reference or use copy. The standards governing these three film copies are: *ANSI/AIIM MS48-1999, Recommended Practice for microfilming Public Records on Silver Halide Film, ISO18901:2010 Imaging Media (Film) – Silver Gelatin Specifications for Stability, ANSI/PIMA IT9.2-1998 Imaging Media-Processed Safety Photographic films – Storage, and ANSI IT9.5-1996 Imaging Media (Film) – Ammonia – Processed Diazo Films – Specifications for Stability.*

**Film Format.** There are two basic formats: roll film and sheet film. Roll film comes in three sizes – 16mm, 35mm, and 105mm. First generation or diazo microfiche is made from precut sheets or 105mm rolls and inserted into jackets after processing. For each format there are standards that should be followed. For more information on standards governing roll film, see *ANSI/AIIM MS14-1996. Specifications for 16mm and 35mm Roll Microfilm and ANSI/AIIM MS34-1990, Dimensions of Reels used with Processed 16mm and 35mm not for Use in Automatic Threading Equipment. For microfiche and microfilm jackets, see ANSI/AIIM MS5-1992(R1998), Microfiche.*

**Film Indexing.** If needed, film indexing is used for two-level blipping with the medium blip to denote the beginning of each file and the small blip for all images within. In some instances, records may require bar code indexing utilizing code 3 or 9 ASCII text. Two (2) CD-R/DVD-Rs containing the bar code index may be prepared.

**Film Processing.** Film processing is the treatment of exposed film to make latent images visible and useful through a series of steps that include developing, washing, fixing, washing, and drying. All processing must be compatible with the specific film and processor being used. Chemical preparation must ensure the consistency of photographic densities. Processing procedures must ensure the removal of excess residual thiosulfate and silver salts. Water quality and temperature must be maintained consistently to meet standards.

**Film Size.** Typically, the choice of microfilm size depends upon the size, tonal contrast, and fineness of detail of the documents to be filmed. As noted elsewhere in these definitions the reduction ratio plays a key role in determining the size of the film. In most instances a 24X reduction ratio works with 16mm microfilm and standard office documents. Some agencies may require the production of microfiche so the reduction ratio will be greater. Oversized documents require the use of 35mm microfilm. DPA requires the use of 35mm microfilm for Preservation Microfilming and 16mm microfilm may be used for Archival and Administrative Microfilming.

**Filming Area.** Filming area, which is the space where filming occurs, should be designed so that dividers are in place between cameras and other light sources to prevent stray light that may affect exposure. A voltage stabilizer should be used to maintain constant illumination during exposure and duplication. The area should be kept free from dust, food, smoke, and other contaminants, and restricted to filming staff.

**Illegible or Missing Records.** During filming if any document is suspected of not have been filmed correctly, follow that image with the correction target, followed by the document again. After a roll of microfilm is processed if the inspection of each image to confirm the completeness and legibility identifies missing, incomplete or illegible images they must be microfilmed as retakes (See Definition: Retakes).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. DEFINITIONS (CONT):**

**Image Placement.** There are two ways to orient images on film. One position is known as “cine mode” because the images appear on the microfilm in much the same way as they do on motion picture frames. This is also known as the vertical or portrait mode. The second position is known as comic mode, which is similar to horizontal or landscape orientation. If an application warrants a different arrangement, the Delaware Public Archives must approve this format prior to implementation.

**Inspection.** The DPA requires a vendor to conduct a frame-by-frame visual inspection of each roll of processed first-generation processed film to identify visual defects and missing targets. The film should be passed through a reader that allows manual advance/rewind of the film, with glass platens in the open position so that only film rollers come in contact with the film. Equipment used for inspection shall not scratch or otherwise damage the film. For additional information on performing a frame-by-frame visual inspection that does not cause any scratches in the film see the requirements of *ANSI/AIIM MS23-2004, Practice for Operational Procedures/Inspection and Quality control of First-Generation Silver Microfilm of Documents*. The forms to be completed during inspection shall be those designated in the above standard. Every roll of second- and third-generation film must be inspected in the same manner to ensure legibility and freedom from defects.

**Integrity of Records.** The integrity of records refers to their context of use that includes maintaining their existing filing order (e.g. chronological, numeric, subject, or function) or arrangement before, during, and after filming. Records shall be returned to the original storage containers in the same order that existed before the filming unless there are corrections to file order resulting from preparation for filming. In this instance the corrected file order should be maintained in the storage containers (e.g., file folders, etc). Fasteners (staples, clips, tape, etc) removed prior to filming should not be restored.

**Labels.** Labels attached to boxes of microfilm shall be printed on paper that conforms to D 3458-85 under the *ASTM Standards for Permanent Records, Papers, Specifications for Maximum Permanence*. The information on each label shall correctly identify the originating entity (agency, department, division, section or town; record group number; record series title; year span; beginning and ending file; year filmed, name of vendor; indicate if the roll has been Brown Toned.

**Microform Headings.** The data on head or title areas of all microforms shall be legible with at least 8X magnification. See *ANSI/AIIM MS19-1993 Recommended Practices for Identification of Microforms*.

**Microfiche.** Microfiche may be produced in three different ways. One way is to use 105mm silver film in a step-and-repeat camera. Another way is to film source documents using 16mm or 35mm silver film and then “stir up” the images from the first generation negative to produce a microfiche. The third way is to create microfiche with an optical printing system from 16mm or 35mm camera negatives. In each instance, the camera negative must be preserved as uncut rolls if the record is permanent.

**Microfilm Stock.** The DPA requires the use of silver gelatin polyester film with a Life Expectancy Designation of 500 years (LED 500) in Preservation Microfilming that conforms to *ISO 18901:2010, Imaging Media (film) – Silver Gelatin Type Specifications for Stability for LED 500*. No LED-500 film can be used that has passed the manufacturer’s expiration date. Silver gelatin polyester film with a Life Expectancy Designation of 100 years (LED-100) may be used to film Administrative records. Diazo film with a LED of 100 should be used in the creation of reference or use copies.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. DEFINITIONS (CONT):**

**Preservation microfilming.** This encompasses filming of records in the custody of the DPA or of records held by a county or municipal government that typically date back to the 18<sup>th</sup> and 19<sup>th</sup> centuries. Withdrawing the “old” paper records from use and requiring researchers to use the microfilm copy helps to achieve the preservation objective. Preparation of the records for preservation microfilming is done by DPA archivists or by the staff of the appropriate county or municipal government. Some of these records are fragile and must be handled with care during filming.

**Records and Film Delivery.** The vendor will coordinate with the agency and/or DPA for prompt delivery of all processed film and records unless otherwise specified.

**Records and Film Pickup.** The agency is responsible to coordinate with the vendor to arrange pickup or delivery of paper records from the agency to the vendors work site. If the vendor elects to use a third party pickup/delivery service, then the vendor must ensure that the records are adequately protected from loss or damage during transit, especially with regard to high temperatures during the summer months. The agency is responsible to coordinate with DPA to arrange delivery of microfilm records to the vendor.

**Redox Blemishes.** Processed silver gelatin microfilm is susceptible to small red or yellow spots or blemishes called redox blemishes. The spots are caused by local oxidation of image silver, resulting in the formation of minute deposits of yellow or red colored colloidal silver that degrade the image. Oxidizing agents are aerial oxygen, hydrogen peroxide, sulfur dioxide, hydrogen sulfide, and nitrate oxides, all occurring in industrial atmospheres. Once they occur, redox blemishes cannot be reversed so there is a permanent obliteration of the affected images. The accepted techniques for treating silver gelatin microfilm against redox blemishes is called Brown Toning. It converts about 70% of metallic silver in images to silver sulfide, which is much more resistant to atmospheric pollutants than silver. Either treatment is acceptable so long as it is performed in accordance with *ISO 18915:2000, Imaging materials – Methods for the effectiveness of chemical conversion of silver images against oxidation*. The redox blemish prevention treatment must be performed by a vendor properly trained in its use. Tests (peroxide or dichromate bleach) confirming the effectiveness of each batch of film that has been treated against redox blemishes must be performed by a qualified third party approved by the DPA and the results and documentation must be delivered to the DPA within two weeks of processing.

**Reduction Ratio.** This is the size of the original document compared to the size of the microfilm image expressed as a ratio (24 to 1 or 24X). The reduction ratio depends upon the size of the original image and the microfilm format (16mm or 35mm). Preservation Microfilming must be done with 35mm film while Archival Microfilming and Administrative Microfilming may use 16mm microfilm.

**Reels and Cores.** Microfilm stored in roll form shall be wound on reels of the type specified in *ANSI/AIIM MS34-1990, Dimensions for 100-foot Reels for Conventionally Threaded Processed 16mm and 35mm Microfilm*. The materials used for these reels shall be non-corroding such as plastic compounds that must be free of peroxide. All of these materials shall not ignite, decompose, or produce reactive fumes and vapors. Rubber bands shall not be used to hold roll film in place. Instead, use buttons and string ties in accordance with *ISO 18911:2010*

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. DEFINITIONS (CONT):**

**Residual Thiosulfate.** Residual Thiosulfate, sometimes referred to as “hypo,” is the principal residual chemical that remains in the film after washing. During film processing a salt is dissolved in water as a “fixing agent” to stabilize the developed image and to remove any undeveloped silver halide remaining on the film surface after development. Excess residual thiosulfate can cause film to deteriorate prematurely. A test to check for the presence of residual thiosulfate is called the methylene blue test. This test should be performed each day that master negative film is processed in accordance with *ISO 18911:2010 Imaging Media (Film) – Silver Gelatin Type – Specifications for Stability and ISO 18917:1999, Standard for Photography (Chemicals) – Residual Thiosulfate and other Chemicals in Films, Plates, and Papers – Determination and Measurement*. The concentration of residual thiosulfate permitted under these standards shall not exceed 0.14 microgram per square centimeter. A qualified third party approved by the DPA must perform this test within two weeks of processing and submit the resulting documentation along with the corresponding test filmstrip to the DPA.

**Resolution.** Resolution is the capacity of a camera or film to record fine detail and sharpness of an image. It is expressed as the number of lines per millimeter discernable in a resolution chart filmed on every roll or microfilm. For planetary cameras, NARA micrographic regulations (*36 CFR 1230.14*) require the use of *NIST-SRM 1010 Microcopy Resolution Test Chart (ISO Test Chart No. 2)*, which is certified by the National Institute of Standards and Technology. The standard practice for using the test chart is specified in *ISO 3334:2006*.

The resolution charts measure the performance of the equipment and the method and quality of film processing. The reduction ratio multiplied by the number of the smallest pattern clearly distinguished equals the resolution in terms of lines per millimeter. The standard resolution for the film produced on a planetary camera should be 100 lines per millimeter, and a film produced on a rotary camera should have a resolution of 86 or more lines per millimeter.

Resolution is measured in one of two ways, either through use of a quality index or systems resolution. The Quality Index is used for printed test and the Systems Resolution is used for handwritten material or non-western languages. A Quality Index of 8.0 indicates high quality images. Systems resolution requires a *le pattern* is found by dividing 120 by the reduction ration used for filming. If the quotient falls between two patterns on the test chart use the higher number (smaller pattern).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. DEFINITIONS (CONT):**

**Retakes.** Retakes consist of images of records that were missed during filming or subsequent inspection disclosed defects in some of the images. Retakes shall be arranged in the sequence listed below and must be spliced into blank frames at the beginning for the roll of film.

- 18 inches of blank film.
- Start of retake for roll number \_\_\_\_.
- Resolution target.
- Confidential targets if applicable.

(Film retake documents. Include appropriate title sheet to identify which file the retake documents came from.)

- Camera operator's certificate.
- End of retake for roll number \_\_\_\_.
- 18 inches of blank film.

**Roll Film Checklist.** A list of the batch of rolls filmed with the proper identification shall be prepared. It shall include the Agency, Department, Division, Section, or Town, Series Title, Record Group Number, Series Number, Previous Records Series Number (if applicable), Confidential (where applicable), Redox blemishes prevention treatment (where applicable), Roll Number, Beginning and End Information, Agency filming the records, and year filmed. (See the example in Part IV.) This Roll Film Checklist along with the test results of the methylene blue test is documentation that must accompany a completed microfilm job that is submitted to the DPA.

**Splice.** A splice is the joining together of two pieces of film by cementing or welding to form one continuous piece.

**Storage Containers.** Each roll of film should be stored in a closed container made of an acid-free buffered paper in accordance with *ISO 18911:2010*.

**Targets.** Targets are visual indicators that present users with certain information about the original documents and about the technical details of the microfilm itself. Targets must be included on every roll of microfilm produced. They are 8 ½" x 11" sheets of paper with information concerning either the material filmed or the method of filming. Targets should be produced on a computer and printed with a laser printer or high quality ink jet printer for best legibility. Targets should be replaced on a routine basis because they become soiled. See Section II (Task Specifications) for the arrangement of targets that must appear on each roll of microfilm.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. DEFINITIONS (CONT):**

**Vendor Facilities.** Vendor facilities shall maintain clean filming and storage areas that are free of contaminants that might threaten, damage, or adversely affect either original documents or microfilm. Smoking, eating, and drinking, in particular, shall not be allowed in work areas. Employees who handle processed microfilm must at all times wear clean, white, lint-free cotton (as specified in *AIIM TR13-1998*) or nylon glove. Vendor facilities shall be subject to inspection and approval by the DPA at any time during the performance of this contract to verify production and quality control procedures.

**Vendor Protection of Records.** The vendor shall exercise due care in handling all records or other materials in its custody. Specifically, the vendor shall ensure the safety of all records or other materials released into its custody for filming or processing, from the time they leave the DPA until they are returned (including third party delivery service). In the event that any items are lost or damaged during this period of time the vendor shall pay the cost of repairing those that can be repaired or, if it is possible to do so, provide replacement microfilm at no cost to the DPA.

**PART 1**

**Filming, Processing, and Related Micrographic Services  
For the Delaware Public Archives**

**II. TASK SPECIFICATIONS:**

**A. Preservation Microfilm Processing Specifications**

The DPA intends to outsource the processing of preservation microfilm. This outsourced service will include two stages: processing of exposed test strips and processing of rolls of film. In stage one the vendor will film a test strip of eight to ten frames of representative pages from records with altered camera lighting by one step for each frame. After this test strip is processed and returned to the DPA, staff will identify the best frame and use its setting to film the remaining records in that specific body of material. Stage two consists of the vendor processing the rolls of film exposed for those specific records.

Both test strips and master negatives must be processed according to ANSI/AIIM/ISO standards. The chemicals used in processing must be compatible with the specific film and processor being used. Film manufacturer processing standards must be consistently adhered to, especially with regard to water quality and temperature. The vendor must maintain a log of when chemicals are replenished or replaced. The methylene blue test for residual thiosulfate should be performed each day that master negative film is processed in accordance with *ISO 18901:2010 Imaging Media (Film) – Silver Gelatin Type – Specifications for Stability* and *ISO 18917:1999, Standard for Photography (Chemicals) – Residual Thiosulfate and other Chemicals in Films, Plates, and Papers – Determination and Measurement*. A qualified third party approved by the DPA must perform the chemical analyses and forward the results to the DPA. The concentration of residual thiosulfate permitted under these standards shall not exceed 0.14 micrograms per square centimeter for silver camera negatives. A concentration of residual thiosulfate that exceeds 0.14 micrograms per square centimeter for silver camera negatives and first-general silver negatives will require reprocessing of all film in that job at no cost to the DPA.

The vendor shall perform a 100% frame-by-frame inspection of processed rolls of preservation microfilm to confirm that no processing malfunctions occurred and record the findings on a Quality Control Report form. One density reading shall be taken at the beginning of each roll or film and a second taken at the end of each roll of film.

The vendor must arrange for pickup of exposed test strips and exposed rolls or microfilm.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

## II. TASK SPECIFICATIONS (CONT):

The DPA will inspect each roll of processed Preservation Microfilm to confirm that no processing malfunctions occurred. The presence of defects will require the vendor to process the film again at no direct cost to the DPA.

### Vendor Deliverables.

- Processed test film strips
- Processed 35mm silver camera negatives
- Completed Quality Control Report form as specified by ANSI/AIIM/ISO standards
- Methylene blue tests for residual thiosulfate

### B. Archival and Administrative Microfilm Production Specifications

The distribution between archival and administrative microfilm cannot be determined at this time but a reasonable estimate is that more than one-half will be administrative microfilming. If archival (or preservation) microfilming, the DPA requires the production of two rolls of negative archival quality microfilm, the camera negative, and a first generation copy (or a digital copy). The silver gelatin film actually used in the camera is called the master negative, which is used once to produce a silver duplicate master called a copy negative or duplicating master. The standards governing the camera negative and copy negative are: *ANSI/AIIM MS48-1999, Recommended Practice for Microfilming Public Records on Silver Halide Film, ISO 18901:2010 Imaging Media (Film) – Silver Gelatin Specifications for Stability and ISO 18911:2010 Imaging Media-Processed Safety Photographic films – Storage*. Archival and administrative microfilm production must be conducted in accordance with these standards.

### Facilities and Equipment

1. **Filming Area.** The area where filming occurs should be clean and well maintained with dividers to shield cameras from stray light.
2. **Equipment.** Each camera used should be capable of producing clear, sharp photographic film copy of all documents. Before beginning a microfilming job, the vendor shall ensure that cameras are inspected and calibrated according to the manufacturer's specifications and unique requirements. This includes inspecting the lens and other camera parts (counters, exposure controls, lights, etc) daily to ensure the equipment is operating and calibrated properly. As a further precaution, clean and check working parts when changing rolls of film.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

3. **Box Labels.** Labels attached to boxes of microfilm shall be printed on paper that conforms to D 3458-85 under the *ASTM Standards for Permanent Records, Papers,*

## II. TASK SPECIFICATIONS (CONT):

*Specifications for Maximum Permanence.* The information on each label shall correctly identify the originating entity (agency, department, division, section or town); record group number; record series title; year span; beginning and ending file; year filmed, name of vendor; indicate if the roll has been Brown Toned. The size of labels for 16mm film shall be 3 ½ inches in width and 4 ½ inches in length and for 35mm film the size of labels shall be 3 ½ inches in width and 5 inches in length. A non-acidic adhesive must be used to adhere the label to the storage container. See Example – Box Label for format of label text.

4. **Storage Containers.** Each roll of film should be stored in a closed container made of an inert material such as plastic or acid-free paper in accordance with *ISO 18902:2001 (R2013)* and *ISO 18911:2010*
5. **Employees.** Employees who film source documents, process film, or apply a redox prevention treatment must be bonded and have a background check to ensure that confidential information is not compromised.

### Work Processes

The sequence of the activities listed below is intended to reflect a work flow process.

1. **Document Prepping.** The DPA or the agency that produced the records is responsible for ensuring that document prepping conforms to requirements of Delaware Public Archives. *Records Management Handbook Preparation of Records for Microfilming*, however, the vendor must conduct a review of the material to be microfilmed to ensure that the documents are in the proper order and correct any minimal deficiencies such as staples, paper clips, and the like.
2. **Targets.** Targets, which are provided to the vendor, must be included on every roll of microfilm produced. They are 8 ½" X 11" sheets of paper with information concerning either the material filmed or the method of filming. Targets should be produced on a computer and printed with a laser printer or high quality ink jet printer for best legibility. The type font used in some targets must be 60 point and in others 30 point. Targets should be replaced on a routine basis because they become soiled. The following identifies the arrangement of targets.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. TASK SPECIFICATIONS (CONT):**

Beginning Targets

1. START OF ROLL (60 point type)
2. ROLL NUMBER (60 point type)
3. RESOLUTION TARGET
4. WHITE SHEET
5. REDUCTION TARGET (60 point type)
6. CERTIFICATION TARGET
7. CONFIDENTIAL TARGET – Must use if applicable, check retention schedule (30 point type)
8. TITLE TARGET: SCOPE & CONTENT (Obtained from DPA if record are permanent)
9. INFORMATION TARGETS (30 point type) – i.e.
  - a. Reproduction Restrictions – “This material may not be reproduced without the permission of the Delaware Public Archives”
  - b. “Papers taped by agency”
  - c. “Fire Damage”
  - d. “Poor Original”
  - e. “Page Missing”, etc.
10. CONTENT LIST (30 point type) – Film now or film later and splice onto first roll as a retake

(Film Files Here)

If filming as a fiche job, a certification target is required in addition to the header sheet. The arrangement shall be: header sheet, certification, and files' content, unless otherwise specified.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Ending Targets

1. DECLARATION BY CAMERA OPERATOR & FILM LABEL OF FILM USED (30 point type)
2. WHITE SHEET
3. RESOLUTION TARGET
4. END, PLEASE REWIND (60 point type)

FURTHER TARGET EXPLANATIONS:

1. Start, End and Defect targets – Should be eye-legible on the film without magnification.
2. Roll number – Identifies the roll
3. Resolution Target – Is important in measuring the quality of the system used to produce the film. Please refer to *ISO 3334:2006*. This target must be microfilmed on each roll of film. Bold photocopies of the technical target must never be used. To verify the clarity of each roll of film, the resolution target shall be filmed twice, once in the beginning and again at the end of the roll.
4. White Sheet – It is a clean, flat (not creased), white bond paper or poster board large enough to fill the frame for whichever reduction is being used. It is used to ensure that the density is uniform across a frame.
5. Reduction Targets – simply states the reduction ratio that was used to film the records appearing on each roll of film.
6. Certification Target – Certifies that the records reproduced as microfilm have been produced in accordance with DPA standards and has the same validity as the original record.
7. Confidential Target – CONFIDENTIAL is to be used whenever applicable. Should check the retention schedule for each series prior to filming to determine status.
8. Title Target – The title target should include such information as shown in the example TITLE TARGET (Part IV). It shall identify the agency for which the records were created by indicating the Department, Division, and Section if applicable and the record series being filmed. For permanent records the record series used on this target should read the same as the *Guide* or the number showing in the archives container database. For non-permanent records the record series used on this target should read the same as it appears on the retention schedule. The file arrangement should also be described. The filming agent should review the arrangement to ensure that the arrangement is adhered to.
9. Informational Targets – Additional targets may be inserted as needed to denote “Fire Damage,” “Papers taped by agency”, etc. All film produced for State and Local government agencies must have a target that states “This film cannot be reproduced for resale or publication. Additional copies can be obtained by contacting: Delaware Public Archives, 121 Martin Luther King Jr. Blvd., North, Dover, DE 19901

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

10. Content List – A content list should be microfilmed on the first roll or each new microfilming job. The words “content list” should also be typed on the label of this first roll to denote its location for ease of use. Note: There may be exceptions, times when a content list is not filmed. Items 5 through 9 have been expanded to provide clarification (4/99 and 7/2001)

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. TASK SPECIFICATIONS (CONT):**

- 3. Quality of Work.** Each frame of microfilm shall be exposed and processed so that every line and character on a document also appears on the microfilm. The processed film shall be free of scratches, holes in the emulsion, or base, fingerprints, or any other defect that might adversely affect quality. The vendor must be prepared to film records with file dividers and various colors paper that may require different exposure settings. The vendor must establish the appropriate background density that will apply to all the images captured on a single roll of film. To ensure acceptable quality products the vendor should conduct periodic resolution tests using standard processed filmstrips (“test wedges”) and then have them available during an unannounced on-site inspection of the facility conducted by the DPA. The DPA requires the vendor to assign one individual with the responsibility to coordinate all activities associated with the project and to be the single point of contact for the DPA.

The DPA prefers that the same camera operator’s work on all filming projects so there is continuity of knowledge and experience. If the vendor finds it necessary to replace camera operator the DPA prefers for this individual to undergo training in the proper procedures developed for this project.

- 4. Silver Camera Negative Filming.** The vendor shall ensure each roll of microfilm has a density of between .80 and 1.50, depending upon the contrast of the original documents. The vendor shall submit the first roll of each job to the DPA for review and approval before proceeding with the rest of the job. When the film job is completed, the records (if applicable), the silver camera negative, and the roll film/fiche checklist will be sent to the DPA for inspection. If any discrepancies are found, the problem rolls and re-filmed again by the vendor. This process will continue until no discrepancies are found on the inspected film.

An agency may request microfiche produced by a step-and-repeat camera. This job may be performed only if updating previous jackets is not required. In this case the above procedures apply.

- 6. Vendor Film Inspection.** The vendor shall conduct a frame-by-frame quality inspection and perform any necessary retakes and splice the “retakes” on the front of the silver camera negative. Labels and roll film checklists shall be created in accordance with DPA Standards. Both the reels and corresponding roll film checklist are to be submitted to DPA for a random inspection. The vendor shall correct any errors at no cost to the DPA.

- 7. Methylene Blue Test.** The methylene blue test must be conducted each day that silver gelatin film is processed in accordance with *ISO 18901:2010 Imaging Media (Film) – Silver Gelatin Type – Specifications for Stability and ISO18917:1999, Standard for Photography (Chemicals) – Residual Thiosulfate and other Chemicals in Films, Plates, and Papers – Determination and Measurement*. The concentration of residual thiosulfate permitted under these standards shall not exceed 0.14 microgram per square centimeter. A qualified third party approved by the DDPA must perform this test within two weeks of processing and submit the resulting documentation along with the corresponding test filmstrip to the DPA.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

8. **Splices.** Splicing is allowed only at the beginning of a roll of film and there can be no more than two splices on a single roll of film. An ultrasonic splicer must be used, not splice tabs. All splicing must conform to ANSI/AIIM MS18-1998. *Splices for Image Film – dimensions and Operation Constraints.*
9. **First Generation Silver Negative Duplication.** The DPA requires the production of a silver duplicate or second camera negative of each roll of silver camera negative film. First generation silver negative microfilm production can only begin after the DPA has completed its inspection of silver camera negative microfilm. This will involve the vendor arranging for pickup of the inspected silver camera negative microfilm and delivery to the vendor's work site. The vendor should arrange for a weekly pickup of silver camera negative microfilm that is to be duplicated. The vendor shall conduct an inspection of each first generation silver negative duplicated to ensure that all images have been copied and fill out the Quality Control Report form.

**Optional Image Capture, Digital Scanning.** If the vendor elects to use digital scanning technology for image capture and writing the images to film the following performance specifications must be satisfied:

1. Scanning of documents shall be at true optical resolution of at least 300 DPI. Interpolation to a higher resolution from a lower resolution will not be permitted.
2. The reduction ratio must be no greater than 24X.
3. Dynamic thresholding must produce images that when written to film have a density of between .80 and 1.50, depending upon the contrast of the original documents.
4. Skewed and misaligned images must be properly aligned.
5. Images shall be sharpened as needed to achieve the approximate appearance of the original documents.
6. A computer based index must be generated for each document (subject matter, number of pages).
7. The digital images must be written out to the film in TIFF using the grey scale mode.
8. The film base on which the digital images are written must have a Life Expectancy Designation of 500 years and comply with the performance specifications of Kodak Archive Storage Media 1433.
9. The frames of each roll of output microfilm must be indexed to link to the computerized index.
10. A quality control program shall be in place to ensure that scanned images are complete and accurate. The vendor will perform a 100% frame by frame inspection and rescan any documents where:
  - a. There is substantial loss of detail when compared to the original
  - b. The tonal values are uneven
  - c. The contrast is too low or too high

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. TASK SPECIFICATIONS (CONT):**

- d. There is excessive noise, usually noticeable in the darker portions of an image
- e. There are skewed or misaligned images

It is the responsibility of the DPA to authorize destruction of original documents after film images have been produced and inspected. The vendor must return all original documents to the DPA or to the agency that produced the records within two weeks after a film job has been approved.

**Vendor Deliverables:**

- Boxed and labeled rolls of 16mm or 35mm silver camera negative microfilm or silver camera negative microfiche that have passed a vendor frame-by-frame 100 percent inspection and conform to ANSI/AIIM standards and DPA requirements.
- A boxed and labeled first generation silver copy of each roll or cartridge of 16mm or 35mm silver camera negative microfilm that conform to ANSI/AIIM/ISO standards and DPA requirements.
- Box labels containing the appropriate information for each roll of 16mm or 35mm silver camera negative microfilm and each box of first generation silver copy of 16mm or 35mm silver camera negative microfilm that conform to DPA standards.
- Completed Quality Control Report form as specified by ANSI/AIIM standards.
- Methylene blue tests analysis results for each batch of processed film or microfiche.
- Roll film or microfiche check lists.
- Return of original records to the agency that created them or to the DPA.
- If records are to be destroyed after filming, then the Agency must request authorization and follow the destruction protocols set forth by DPA in accordance with Title 29 Del. Code Chapter 5.

**C. Diazo Duplication Specifications**

The DPA micrographic program generates a silver film actually used in the camera that is called the master negative and is used once to produce a silver duplicate master called a copy negative or duplicating master. A second copy is a diazo film called a reference or use copy that has been produced in accordance with *ANSI/ISO 8225-1995/ANSI/NAPM IT9.5-1996 Imaging Media (Film) – Ammonia-Processed Diazo Films-Specifications for Stability*.

## II. TASK SPECIFICATIONS (CONT):

The residual thiosulfate permitted in diazo film as determined by the methylene blue test shall not exceed .30 micrograms per square centimeter. The production of diazo film copies may coincide with the production of first general silver microfilm. The vendor shall ensure that the box, label, and label information used for each roll of diazo microfilm complies with all ANSI/AIIM/ISO and DPA standards.

### Vendor Deliverables:

- Produce and deliver to the DPA the required number of diazo copies (LED 100) of rolls of microfilm in accordance ISO 18905:2002
- Create the appropriate box label information for each roll of diazo microfilm produced in accordance with ANSI/AIIM/ISO and DPA standards
- Use boxes and reels that conform to the appropriate ANSI/AIIM/ISO standards
- Completed Quality Control Report form as specified by ANSI/AIIM/ISO standards

### D. Redox Prevention Treatment Specifications

Brown Toning is acceptable so long as it performed in accordance with *ISO 18915:2000*. The redox blemish prevention treatment must be performed by a vendor properly trained in its use. A qualified third party approved by the DPA must perform tests confirming the effectiveness of each batch of film that has been treated against redox blemishes and the results and documentation must be delivered to the DPA within two weeks of processing.

The DPA requires that the master camera negative and a first generation (or second camera negative) negative of each roll microfilm must be protected against redox blemishes.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. TASK SPECIFICATIONS (CONT):**

The procedure to be followed for redox blemish prevention treatment begins with the DPA determination that the Preservation Microfilm processing and Archival and Administrative Microfilm production satisfies all requirements. The DPA will notify the vendor of the number of rolls of microfilm that can be scheduled for redox prevention treatment as needed. The vendor will emboss the name of the redox treatment actually used between “6” to “10” from the first image on the roll and certify in writing that the treatment procedures are in full compliance with *ISO 18915:2000*. After completion of the treatment the vendor shall issue a certificate that declares what prevention treatment was used, when the prevention treatment was done, and who did the treatment (i.e., company). The redox prevention certificate for each roll of microfilm and the qualified third party test of the effectiveness of the treatment along with the appropriate roll(s) of microfilm will be delivered to the DPA within two weeks of receipt of the job.

**Vendor Deliverables:**

- Treat all rolls of microfilm against redox blemishes in accordance with ISO 18915:2000.
- Emboss the name of the redox prevention treatment used in a clear section of the film leader.
- Results of periodic tests by a qualified third party approved by the DPA that confirm the effectiveness of the redox prevention treatment.
- Issue a certificate for each roll of film that declares what prevention treatment was used, when the prevention treatment was, and who (i.e., name of the company) did the work.
- Use boxes and reels that conform to the appropriate ANSI/AIIM/ISO standards.

### III. TECHNICAL SPECIFICATIONS

#### TECHINCAL PROPOSAL – SPECIFIC REQUIREMENTS

##### A. CORPORATE EXPERIENCE

The vendor must demonstrate the experience necessary to perform duties required to fulfill this proposal. The vendor shall list their staff with their experience and qualifications who will be working on the project along with their customers that had similar requirements to our needs.

##### B. TECHNICAL APPROACH

The vendor shall describe the production and staffing plans for all aspects of the contract, including: tracking orders, processing and duplicating procedures and location of facility.

The vendor shall describe how they will ensure the quality requirements of this contract as described in the scope of work. In particular, the vendor will describe in detail the methods and schedules for testing equipment and film samples.

The vendor shall describe their facility and equipment that will be used in the performance of all aspects of this contract: list all equipment and include the name of the manufacturer, the model number, its age, and number of units that could be used. Listing of equipment must be completed in Appendix B.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**III. TECHNICAL SPECIFICATIONS (CONT)**

**C. PRICING**

Complete Appendix B pricing spreadsheet in Excel format. The prices should include pickup, verification of preparedness, microfilming, processing, quality control inspection, retakes, redox blemishes preventive treatment, duplication, typing, loading of fiche if applicable, boxing, the completion of all forms and checklists, and any other steps involved in producing the complete approved micrographic products. Proposals should include the following prices:

1. Cost per test strip to process
  - a. 16mm film
  - b. 35mm film
  
2. Cost per roll to film and process preservation records
  - a. 16mm roll film, 100 ft.
  - b. 16mm roll film, 215 ft.
  - c. 35mm roll film
  
3. Cost per roll to film and process archival and administrative records
  - a. 16mm, 100 ft.
  - b. 16mm, 215 ft.
  - c. 35mm
  - d. 16mm microfiche
  - e. 35mm microfiche
  - f. 105mm (microfiche)
  - g. Oversize engineering drawings

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

4. Cost per roll to create silver duplicate microfilm
  - a. 16mm, 100 ft.
  - b. 16mm, 215 ft.
  - c. 35mm
  
5. Cost per roll to produce diazo copies of preservation, archival, and administrative records
  - a. 16mm, 100 ft.
  - b. 16mm, 215 ft.
  - c. 35mm
  - d. Roll cartridge ANSI
  
6. Cost per roll to perform redox blemishes prevention treatment
  - a. 16mm, 100 ft.
  - b. 16mm, 215 ft.
  - c. 35mm
  - d. 105mm (microfiche)
  
7. Cost per roll to convert microfilm from acetate to polyester and apply redox treatment with DPA repairing the film prior to conversion.
  - a. 16mm, 100 ft.
  - b. 16mm, 215ft.
  - c. 35mm
  
8. Cost per hour for required document prepping that exceeds minimal document prepping.
  
9. Cost for pickup and delivery to agency

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**IV. LIST OF TECHNICAL STANDARDS AND EXAMPLES**

**TECHINCAL STANDARDS**

ANSI/AIIM MS8-1998 *Image Mark (Blip) used in Image Mark Retrieval Systems.*

ANSI/AIIM MS14-1996 *Specifications for 16mm and 35mm Roll Microfilm.*

ANSI/AIIM MS17-2001 *Rotary (Flow) Microfilm Camera Test Chart and Test Target – Description and Use.*

ANSI/AIIM MS18-1992 (R1998). *Micrographics – Splices for Imaged Microfilm – Dimensions and Operational Constraints.*

ANSI/AIIM MS23-2004. *Practice for Operational Procedures/Inspection and Quality Control of First-generation, Silver Microfilm of Documents.*

ANSI/AIIM MS34-1990. *Dimensions for 100 foot Reels for Conventionally Threaded Processed 16mm and 33mm Microfilm.*

ANSI/AIIM MS45-1990. *Recommended Practice for Inspection of Stored Silver-Gelatin Type Microforms for Evidence of Deterioration.*

ANSI/AIIM MS48-1999. *Recommended Practice for Microfilming Public Records on Silver-Halide Film.*

ISO 3334 2006. *Micrographics – ISO Resolution Test Chart No. 2 – Description and Use.*

ISO 18901:2010. *Imaging materials – Processed silver-Gelatin Type – black and white films Specifications for Stability.*

ISO 18910:2000. *Methods for Determining the Curl of Photographic Film.*

ISO 18911:2010. *Imaging Media – Processed Safety Photographic Film – Storage.*

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

ISO 18915:2000. *The Effectiveness of Chemical Conversion of Silver Images Against Oxidation – Methods for Measuring.*

ISO 18917:1999. *Determination of Residual Thiosulfate and other Related Residual Chemicals in Processed Photographic Materials – Methods Using Iodine-Amylose, Methylene Blue, and Silver Sulfide.*

ISO 18902:2001 (R2013). *Imaging Media – Filing Enclosures and Storage Containers for Photographic Processed Films, Plates, and Paper.*

ANSI/ISO 8225-1995 ANSI/NAPM IT9.5-1996. *Imaging Media (Film) – Ammonia-Processed Diazo Films – Specifications for Stability.*

ISO 18906-2000. *Photographic Films – Specifications for Safety Film for Photography.*

NIST-SRM 1010A. *Microcopy Resolution Test Chart (ISO Test Chart No. 2).*

Delaware Public Archives. *Records Management Handbook, Preparation of Records for Microfilming*

Delaware Public Archives. *Required Minimum Microfilming Standards for Public Records*

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**EXAMPLE – TITLE TARGET**

1. The documents below are microfilmed in the regular course of business and are the records of:

DEPARTMENT \_\_\_\_\_

DIVISION \_\_\_\_\_

SECTION \_\_\_\_\_

2. Name and Title of the current Records Custodian Officer:

\_\_\_\_\_

3. Name and Location of the Service Bureau:

\_\_\_\_\_

4. Reduction Ratio: \_\_\_\_\_

5. Title of file, record series (include dates, volume number or serial numbers need to adequately identify the records). \_\_\_\_\_

\_\_\_\_\_

6. File arrangement (alphabetical, chronological, etc)

\_\_\_\_\_

Micrographic images that were missing or proved unsatisfactory upon inspection of the original microfilm are/or will be spliced on the beginning of this reel.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**EXAMPLE – BOX LABEL**

RG # (1)	ROLL # (2)
DEPARMTNET/DIVISION	
SECTION	
SERIES TITLE & DATE SPAN	
BEGINNING RECORD TO ENDING RECORD	

RG # (1)	ROLL # (2)
DEPARTMENT/DIVISION	
SECTION	
SERIES TITLE & DATE SPAN	
BEGINNING RECORD TO ENDING RECORD	
DENSITY –	
BASE FOG –	
RESOLUTION –	
(3)	Microfilmed (4)
Microfilmed By: (5)	

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**EXAMPLE – BOX LABEL (CONT):**

- (1) Insert Record Group and Series Number here.
- (2) Insert Roll Number here.
- (3) Insert Redox Prevention Treatment here.
- (4) Insert Year Microfilmed here.
- (5) Insert Vendor Name here.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**EXAMPLE – CHECKLIST**

Microfilmed By: (5)

RG # (1)

SERIES # (6)

DEPARTMENT

DIVISION

SECTION

SERIES TITLE

DATE SPAN

(3)

(7)

(2) Insert BEGINNING RECORD

Insert ENDING RECORD (4)

Roll # Beginning Record	Ending Record Year Filmed*
-------------------------	----------------------------

- (1) Insert Record Group number here.
- (2) Insert Roll Number here.
- (3) Insert Redox Prevention Treatment (e.g., Brown toned)
- (4) Insert Year Microfilmed here.
- (5) Insert Vendor Name here.
- (6) Insert Series Number here.
- (7) Insert "Confidential" (if applicable)
- (8) Insert if "16mm" or "35mm"

\*One entry per roll of film



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**EXAMPLE – CERTIFICATION**

I hereby certify that the records reproduced as microfilm or microcopies are full and complete copies of the originals and had been produced in accordance with the Delaware Public Archives standards and that the said microfilm has the same validity as the original records. The authority for photographic reproduction of records and the provision for their authority for their admissibility as legal evidence is in accordance with Title 29, Section 516 of the Delaware Code.

\_\_\_\_\_  
Camera Operator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Manager

\_\_\_\_\_  
Date

**PART 2**

**Conversion Services: Microfilm and Digital Imaging**

**SCOPE OF WORK DETAILS**

**Background.** An increasing number of agencies in the State of Delaware have a need to convert existing paper and micrographic documentation to digital formats in order to achieve more efficient storage, retrieval and management of business records and to facilitate improvements in business process productivity and citizen and supplier service quality and responsiveness.

With the goal of supporting these needs, the Delaware Public Archives (DPA) is issuing this RFP to qualify one or more vendors that can offer film and digital image conversion services on an as requested basis to agencies of the State of Delaware.

The services to be bid are:

1. Conversion of paper and micrographic formats to digitized images with associated metadata, and including delivery of the imaged records.

This Scope of Work contains the following sections:

- I. **Definitions**
- II. **Digital Image Conversion Services**
- III. **Technical and Pricing Specification**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**PART 2**

**Conversion Services: Microfilm and Digital Imaging**

**I. DEFINITIONS:**

**Image:** An image is a page-side of a hardcopy record represented as rows and columns of bits, which symbolize black and white “dots” of the page after processing through a digitizing scanner. The presentation of the bits as black and white “dots” on a viewing screen or printer produces a human readable facsimile of the page.

**International Telecommunication Union (ITU) Group 4:** The International Telecommunications Union or ITU (previously known as the International Telegraph and Telephone Consultative Committee (CCITT) is a United Nations standards organization that has developed protocols for the transmission of bi-tonal (black/white) images over telephone lines and data communication links. One of these protocols or standards for encoding bi-tonal or one-bit images is called Group 4, which was developed specifically for bit map images stored on disks and transmitted across networks. Group 4 compression is the standard compression technique used for high-end fax machines and is the international standard for compression of bi-tonal scanned images in document and record management systems.

**TIFF – Tagged Image File Format:** A proprietary image file format that is owned and maintained by Adobe, Inc. TIFF was developed by the Aldus Corporation for storing black and white images created by scanners and desktop publishing applications. It has gone through several revisions and extensions since its release in 1986, the most recent being TIFF 6.0, which was released in 1986, the most recent being TIFF 6.0, which was released in September, 1995. The TIFF format is widely implemented internationally and consequently can be considered a de facto standard for scanned images.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**PART 2**

**Conversion Services: Microfilm and Digital Imaging**

**II. Digital Image Conversion Services:**

Approximately 150-200 Delaware government agencies, departments and groups have indicated an interest in converting daily and back-file paper and micrographic records to digital images. The range of documentation types range from checks and small paper forms to very large engineering drawings. The hard copy formats can be in paper or micrographic form, where the micrographics formats may consist of roll film, microfiche, jacketed microfiche or aperture cards.

**A. Service Locations:**

Please list the locations where you provide services with the locations sequenced starting with the location closest to Dover and Wilmington, Delaware:

- a. Location 1:
  
2. Location 2:
  
3. Location 3:
  
4. Etc.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. Digital Image Conversion Services (CONT):**

**B. Source Documents:**

All of the formats indicated in the table below may need to be converted to compressed digital images and indexed with appropriate metadata. Please indicate with “yes” or “no” in the table below the formats for which you provide image conversion services. If all of these services cannot be provided from a single conversion service location, please indicate which location(s) support which formats based on the list in requirement A. above.

Source Hardcopy Format	Yes or No	Location(s) providing this service (location name from A.)
PAPER		
Checks and small forms		
½ letter (5 x 8.5 in.)		
Letter (8.5 x 11 in.)		
Legal (8.5 x 14 in.)		
B-size (11 x 17 in.)		
C-size drawing (17 x 22 in.)		
D-size drawing (22 x 34 in.)		
E-size drawing (34 x 44 in.)		
J-size drawing (34 x unlimited length in inches)		
Gray scale documents and photographs		
Color documents		
Color photographs		
Books (other non-autofeed documents)		
Photos		
Postcards		
Other – please specify		

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

MICROFORM		
35mm roll film		
16mm roll film		
Microfiche		
Aperture cards		
Other – please specify		

**C. Volumes:**

Volumes vary greatly by agency, department or group and may range from 100 to 1,000 or more images per day and some have backfile volumes of 100,000 – 200,000 or more pages.

Examples of applications and related documents where a need for image conversion has been indicated are:

- Case files (many areas)
- Applications
- Personnel records
- Vital statistic certificates
- Personal income tax and audit files
- Housing finance records

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. Digital Image Conversion Services (CONT):**

- Voter registration
  
- Bills of General Assembly
  
- Ticket incident reports
  
- Pardons
  
- Etc.

The bid should be a per image rate based on a range normally utilized in your organization. See Appendix B, Pricing Tabs.

**D. Location for Performing Image Conversion Services:**

Is the bidder willing to perform the image conversion service on-site at the location of the State of Delaware organization, particularly where the following conditions exist?

1. There is a relatively large backfile conversion to be performed and it would be very inconvenient for the documents to be sent off-site during the conversion,
  
2. When the records to be converted are of such a sensitive nature (e.g., medical records) that it would be highly preferable for the source records to remain in the physical control of the State of Delaware.

**E. Secure Transport/and Maintenance of Source Documents:**

Describe the modes of transportation for the source records from the Delaware agency to the image conversion service site that are offered or recommended in order to ensure that the records are moved in an expedient manner while fully protecting their completeness, integrity and confidentiality.

Describe the means and method of security that are offered at a remote image conversion service site to protect the integrity and confidentiality of the source documents and to maintain their completeness while at the conversion service site.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. Digital Image Conversion Services (CONT):**

**F. Imaging Conversion Software:**

Is the imaging conversion software used for production image conversion a custom-developed, proprietary system or is it an off-the-shelf (OTS) software application?

If the image conversion software application used is off-the-shelf, please state the development vendor, the name of the application(s) and the version of the application being employed. Please indicate if this requires the purchase of software to view the image.

**G. Image Conversion Service Process:**

The bidder will describe the image conversion process and associated steps that are offered as part of their services.

The primary objective in the image conversion service process is to capture the most accurate and complete facsimile of the source documents as possible and accurately and completely capture, either automatically or manually, the required index or metadata.

The requirement for accurate electronic records is clearly stated in the *Delaware Public Archives' Model Guidelines for Electronic Records*:

Records which are created by the electronic records system must meet accepted definitions of accurate, understandable and meaningful records.

Also, there is a Federal case law that stipulates the importance of having an accurate and reliable process for capturing electronic records:



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

[T]he foundation for admission of computerized records consists of **showing the input procedures used, the tests for accuracy and reliability** and the fact that an established business relies on the computerized records in the ordinary course of carrying on its activities. The ... opposing party then has the opportunity to cross-examine concerning company practices **with respect to the input and as to the accuracy of the computer** as a memory bank and retriever of information ... [T]he court must “be satisfied with all reasonable certainty **that both the machine and those who supply the information have performed their functions with utmost accuracy.**”<sup>1</sup> [bolded emphasis added]

In describing the process, the steps outlined below should be considered and the requirements identified within each of the steps should be addressed.

**1. Image Scanning Options:**

What alternative methods for image scanning are supported?

- a. Centralized image scanning at the conversion services site.
- b. Remote image scanning at the State of Delaware site with indexing and quality control done at a central service site.
- c. Scanning of case files or documents accumulated into batches.
- d. Scanning of individual documents.
- e. Other, please describe.

**2. Documentation of Image Conversion Service Processes:**

Accurate and complete documentation is required for the management of electronic records in accordance with Delaware Public Archives' Model Guidelines for Electronic Records:

Electronic record systems [Information Systems] shall be governed by agency policies that accurately articulate procedures, assign responsibilities, and establish formal methodologies for their management

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Are the overall process and each individual process associated with image conversion services being proposed fully documented? Is the bidder willing to allow the State of Delaware to review the documentation, with the understanding that any proprietary nature of the documentation will be preserved?

**II. Digital Image Conversion Services (CONT):**

**3. Document Preparation:**

Document preparation should include steps that make the individual pages easily and accurately readable, including removing paper clips and staples and repairing any pages (tears, folds, hard creases, etc.) that may be difficult to feed or not accurately read. Records may then be accumulated into batches for scanning or scanned as individual case files or documents.

**II. Digital Image Conversion Services (CONT):**

**4. Batch and Document Separation or Identification:**

Do you support the following method for batch and document separation:

- a. Bar-coded batch separator sheets.
- b. Bar-coded document separator sheets.
- c. Bar codes on the individual documents.
- d. Separate at indexing time using the scanned images.
- e. Other, please describe.

**5. Image Scanning:**

The objective of image scanning is to capture the most accurate and complete digitized facsimile of the document as possible. The bidder should comment on the process(es) used for image scanning with consideration for the following requirements:

- a. Periodic testing of the scanners proper functioning. The testing should at a minimum adhere to *ANSI/AIIM MS44-1998 [R1993], Recommended Practice for Quality Control of Image Scanners*, which includes a standard scan target page for checking the image quality for bi-tonal scanners
- b. Cursory operator review of individual images as they are being scanned
- c. Ability to stop and redo the scanning of a batch or document by the scanning operator
- d. Single and double-sided scanning

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- e. Option for automatic elimination of blank pages, particularly when scanning double-sided (describe what technique and threshold level is recommended for blank page elimination).
- f. Other: please describe

**6. Indexing:**

Accurate indexing or attribution of metadata to each case file and record scanned is required primarily for purposes of providing ready access to the imaged information. However, indexing can also be used for the purposes of: establishing the start date for retention management, determining the security level of a specific document or page, and proper routing of the record for workflow purposes, among other uses. A high accuracy level is required for the index information in order to ensure that accurate retrieval of the records can be performed and that all logically associated records are properly linked. It is generally held that automatically reading index information from bar codes or manual double-blind keying of index fields is the most accurate method to capture the appropriate index information.

**6. Indexing (CONT):**

Describe the indexing methods offered with consideration for the following:

- a. Manual keying for image. (state the average key strokes per hour that can be achieved by a proficient manual key-entry operator – assuming the index data can be readily located on the image).
- b. Double-blind manual keying.
- c. Reading from bar codes (both zoned bar code areas as well as free-location bar codes).
- d. Zoned optical character recognition – where one or more zones of a page are identified as containing the image to be converted to text. State the accuracy range generally achieved for this method – in percentage of total characters recognized. Also state the methods used to correct zoned OCR/ICR read errors.
- e. Optical/intelligent character recognition of complete pages with the text used solely for search purposes (e.g., a full-text search database or hidden text in PDF file).
- f. Edit checks to ensure that index field formats, values, etc. are correct.
- g. Database lookups to validate specific values (either manually entered or bar-code read).
- h. Other, please describe.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**7. Conversion of Image to Full Replacement Text:**

Does the proposed image conversion service allow imaged pages to be fully and accurately converted to full text (as a complete replacement for the image)? If so, please describe what software is used and what the process is for correcting OCR/ICR errors. Also describe how non-text areas of pages are handled in the course of the full text conversion.

**8. Quality Control:**

There are various points in the process where quality control can be applied:

- a. Document preparation (a percentage of document/files are audited or reviewed – usually based on the training and experience level of each person performing the process).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- b. Image scanning – real-time viewing of images as they are being scanned, using a separate image or image/index quality control process, using a prep page-side count compared to an actual image-scanned count, and actually reviewing the images versus the paper documents/files to ensure completeness of scanning.
- c. Indexing – this could be done as a double-blind key entry or using a sampling or full separate index review process.

Please comment on the processes offered for quality control, taking the areas outlined above into consideration.

**9. Rescan of Images:**

Assuming a rescan capability is offered, at what point(s) in the process can images be rejected and rescanned, such as at the time of scanning, indexing, quality control, etc?

**10. Output and Delivery of Images and Index Data:**

What methods and formats are offered to deliver scanned images and associated index information to the State of Delaware party requesting the image services? Indicate if the purchase of software is required to view the images or associated index information.

Comment on the following options for delivery, plus any others that are offered:

- a. Optical Disc (e.g. CD/R, DVD/R)
- b. Transfer of records via Secure Socket Layer (SSL) or Secure File Transfer Protocol (SFTP) (note: this process will also require the approval of the State of Delaware's Department of Information and Technology, DTI )
- c. External Hard Disc Drive
- d. Other, please specify and describe.

Please list the various document imaging, document management or content management systems (e.g., IBM FileNet, Hyland OnBase, Oracle Content Management, EMC Documentum, etc.) for which the proposed conversion service can create import image and index data files or formats:

**11. Return of Hard Copy Source Documents:**

Describe the modes of transportation for the source records from the image conversion service site back to the Delaware agency that requested the image conversion. What modes of transportation are offered or recommended in order to ensure that the records are moved in an expedient manner while fully protecting their completeness, integrity and confidentiality?

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Office of Management and Budget  
Government Support Services

**12. Professional Services:**

Provide an overview description of any professional services that are offered to support a State of Delaware agency, department or group in the analysis, planning, setup and implementation of an image conversion service project. What personnel staffing levels, experience and area of expertise or specialty are made available?

**13. Employees:**

Employees of the service provider who transport source documents, inspect source documents, image or index from source documents or images thereof, and review images of source documents for quality control must be bonded and have a state and federal background check to ensure that the confidential information is not compromised. The security requirements of some agencies may entail additional security arrangements.

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**PART 2**

**Conversion Services: Microfilm and Digital Imaging**

**III. Technical and Pricing Specifications**

**TECHINICAL PROPOSAL – SPECIFIED REQUIREMENTS:**

**A. Corporate Experience:**

The vendor must demonstrate the experience necessary to perform duties required to fulfill this proposal. The vendor shall list their staff with their experience and qualifications who will be working on the project. The vendor shall provide references, including company name, contact person, contact information and a description of the application, for image conversion that are similar to the services requested in this RFP.

**B. Pricing:**

Complete Appendix B pricing spreadsheet in Excel format.

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**Appendix B – PRICING FORMS**

Appendix B is a separate document available at <http://bids.delaware.gov/> .