

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
BUILDING ACCESS AND VIDEO SURVEILLANCE SYSTEMS
ISSUED BY GOVERNMENT SUPPORT SERVICES
CONTRACT NUMBER GSS19599-BLDG_SECURE**

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I. Overview

The State of Delaware Department of Government Support Services seeks professional services to provide a turnkey body camera solution inclusive of hardware, software, and data retention. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

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

Public Notice	Date: April 2, 2019
Deadline for Questions	Date: April 9, 2019 4:00 p.m. (Local Time)
Response to Questions Posted by:	Date: April 16, 2019
Deadline for Receipt of Proposals	Date: April 30, 2019 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: July 30, 2019

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the

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applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

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

MANDATORY PREBID MEETING

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

II. Scope of Services

BACKGROUND

The State has adopted a Building Access Security Standard to establish consistency in both the quality and the security of the building access controls for State of Delaware facilities. The standard is to apply to building access controls for State of Delaware facilities except school districts and correctional/security facilities. It is established to meet the needs of the Division of Capitol Police regarding building access, occupant identification and emergency access. The Statewide Building Security Committee; consisting of representatives from Capitol Police, Division of Facilities, and Department of Information and Technology, has been established to oversee and provide approval prior to the purchase of new security systems and upgrades on existing systems. Approval for each system installation is to be granted through the DTI business case process.

STATEMENT OF NEEDS

The State of Delaware, through this solicitation, will create a short list of pre-qualified vendors for building access security services that Agencies can use to obtain quotes from. Services to include, but are not limited to: building access, video surveillance equipment, maintenance, monitoring, and/or other related services that meet the State's technology standards. The list will allow agencies to move quicker through the process and avoid the need to go out to bid for each installation. The State is looking for "Value Added" proposals with a specific focus on integration of solutions with building access controls, video and building automation systems, visitor management and alarm systems. The State is specifically interested in systems that do not rely on proprietary integrations to achieve the intended outcomes.

CONFIDENTIALITY AND DATA INTEGRITY

The State of Delaware, Department of Technology and Information is responsible for safeguarding the 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

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control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information. The Contractor and the State of Delaware shall sign a mutually agreeable Non-Disclosure Agreement (NDA). The mutual NDA shall safeguard the confidentiality and integrity of each party's confidential information. If the Contractor utilizes service partners or service alliances in the performance of work, the Contractor may be required to secure an applicable signed confidentiality statement from such service providers prior to their beginning work, Attachment 10.

SECURITY

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State of Delaware wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for review by the Purchaser. It is the responsibility of the Purchaser to run and install the appropriate updates when the product is first used by the customer, provided the purchasing agent orders the appropriate commercially available security software to be factory-loaded, the Contractor will make commercially reasonable efforts to provide branded systems that are, at the time of shipment, free of known viruses and applicable vulnerabilities listed in that document.

III. Required Information

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

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
5. Provide Dealer Authorization paperwork for each manufacturer or system Vendor is an authorized dealer/installer.
6. See Appendix A for additional information regarding minimum requirements.

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise in building access and video surveillance systems
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)

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5. Demonstrated ability
6. Familiarity with public work and its requirements
7. Distribution of work to individuals and firms or economic considerations
8. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

MARIA BAGLEY
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
Maria.bagley@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.

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

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7. Organizations Ineligible to Bid

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

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

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

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

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

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **3:00 PM (Local Time) on April 30, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

MARIA BAGLEY
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904

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Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. GSS19599-BLDG_SECURE” on the outside of the bid submission package.

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

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

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

6. Late Proposals

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

7. Proposal Opening

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

The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

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8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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

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

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

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

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

13. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal

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teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b. Sub-contracting

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

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

c. Multiple Proposals

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

14. Sub-Contracting

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

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

15. Discrepancies and Omissions

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

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

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

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **April 9, 2019**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **April 16, 2019**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

16. State's Right to Reject Proposals

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

17. State's Right to Cancel Solicitation

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

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

18. State's Right to Award Multiple Source Contracting

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

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19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. 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.

21. Notification of Withdrawal of Proposal

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

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

22. Revisions to the RFP

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

23. Exceptions to the RFP

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

24. Business References

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

25. Award of Contract

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

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and

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no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

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

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

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

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

26. 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. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 Del. C. §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director, Government Support Services, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

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2. Proposal Selection Criteria

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
 - Ability to select an alternative supplier based on agency budget constraints.
 - Vendor ability to meet all contract requirements.

Criteria Weight

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

	Criteria	Points
1	The qualifications and experience, including levels of certification, of the persons to be assigned to the project. (RFP Appendix B, Section I)	15
2	The ability to perform the work as demonstrated by their proposed commitment of management, personnel and other resources. Project Management experience.	10
3	The approach to performing the tasks set forth in the Scope of Work and Technical Requirements. Thoroughness and completeness of the proposal relative to the	20

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	Criteria	Points
	requirements. (RFP Appendix B, Section X. Item D.)	
4	The demonstrated experience in providing equipment/services of comparable specifications/scope and value. The background, resources, reputation, financial resources, years in business and references.	15
5	The services agreements as identified in section RFP – Appendix B, Section VII. Item B.	20
6	The provider's techniques, methods, and equipment available or proposed. (RFP - Appendix C)	10
7	Quality & Functionality and the Service Capabilities of the Equipment. Variety of product line, warranty, and service options.	15
8.	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, is acquired by another company. (RFP – Appendix B, Section VII.)	10
9.	The extent to which the offeror agrees to Delaware's basic contract terms and required provisions without seeing exception.	10
	Total	125

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

3. Proposal Clarification

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

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor

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is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

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

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

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

V. Contract Terms and Conditions

1. Mandatory Contract Use

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 mandatory use 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.

This contract 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.

2. Cooperative Use of Award

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

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for two (2) years with three (3) optional extensions for a period of one (1) year for each extension.

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- b. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
- c. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- d. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- e. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- f. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. 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 awarded vendor.
- g. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- h. 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.
- i. Vendors are not restricted from offering lower pricing at any time during the contract term.

4. Collusion or Fraud

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

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no

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employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

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

5. Lobbying and Gratuities

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

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

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

6. Solicitation of State Employees

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

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

7. General Contract Terms

a. Independent Contractors

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

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party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

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

b. Temporary Personnel are Not State Employees Unless and Until They are 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.

c. 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.

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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.

d. Licenses and Permits

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

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

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

e. Notice

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

**Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904
MARIA BAGLEY**

f. Indemnification

1. General Indemnification

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

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2. Proprietary Rights Indemnification

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

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

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

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows.
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability

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\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

- b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.

i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

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

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

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

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

i. Bid Bond

The Bid Bond requirement has been waived.

j. Performance Bond

The Performance Bond requirement has been waived.

k. 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

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when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

I. Warranty

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

m. Costs and Payment Schedules

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

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

n. Liquidated Damages

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

o. 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

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be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

p. Termination of Contract

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

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no

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appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

q. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

r. Covenant against Contingent Fees

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

s. Vendor Activity

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

t. Vendor Responsibility

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

u. Personnel, Equipment and Services

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

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award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. 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.

w. Vendor Background Check Requirements

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

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

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

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

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

x. Drug Testing Requirements for Large Public Works

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

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

y. Work Product

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

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

aa. Applicable Law

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

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

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

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

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

bb. 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

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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.

cc. 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.

dd. Scope of Agreement

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

ee. 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.

ff. 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.

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gg. IRS 1075 Publication (If Applicable)

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.

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.

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.

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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.

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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.

hh. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** - The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** - The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful

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completion of this form enables the creation of a State of Delaware vendor record.

- 12. Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19599-BLDG_SECURE on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 13. Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 14. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

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

2. Definitions of Requirements

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

3. Production Environment Requirements

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

VII. Attachments

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

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- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 - Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Attachment 11 – Building Access Security Standard
- Attachment 12 – Video Surveillance Policy
- Attachment 13 – Video Surveillance Standard
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Pricing Spreadsheet

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IMPORTANT – PLEASE NOTE

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

REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items 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, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

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

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. GSS19599-BLDG_SECURE Contract Title: BUILDING ACCESS AND VIDEO SURVEILLANCE SYSTEMS

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

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

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

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

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

FIRM NAME

SIGNATURE

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

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

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

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Attachment 2

CONTRACT NO.: GSS19599-SECURE
CONTRACT TITLE: Building Access and Video Surveillance Systems
DEADLINE TO RESPOND: April 30, 2019 at 3:00 PM (Local Time)
NON-COLLUSION STATEMENT

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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 years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 4

Contract No. GSS19599-BLDG_SECURE
Contract Title: Building Access and Video Surveillance Systems

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

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

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Attachment 5

Contract No GSS19599-BLDG_SECURE
Contract Title: Building Access and Video Surveillance Systems

BUSINESS REFERENCES

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

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

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

1. Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

2. Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

3. Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS19599-BLDG_SECURE	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

Attachment 7

State of Delaware - Monthly Usage Report

Contract Number / Title:

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

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

[illegible]

40

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@delaware.gov

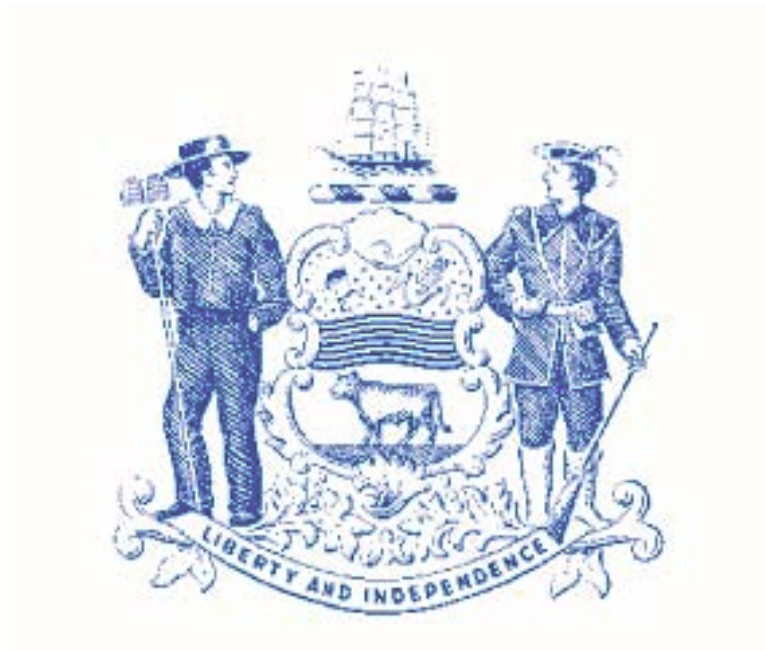
**State of Delaware
Office of Supplier Diversity
Certification Application**

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
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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Attachment 10



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: _____



DELAWARE STATE-WIDE INFORMATION
TECHNOLOGY AND ARCHITECTURE STANDARDS

Standard ID:	SE-ACCESS-001
Title:	Building Access Security Standard
Domain:	Security
Discipline:	Physical access
Date Updated:	6/28/2016
Revision no.:	5
Original date:	11/17/2009

I. Authority, Applicability and Purpose

- A. **Authority:** Title 29, Chapter 90C provides broad statutory authority to the Department of Technology and Information to implement statewide and interagency technology solutions, policy, standards and guidelines for the State of Delaware's technology infrastructure. "Technology" means computing and telecommunications systems, their supporting infrastructure and interconnectivity used to acquire, transport, process, analyze, store and disseminate information or data electronically. The term "technology" includes systems and equipment associated with e-government and Internet initiatives.
- B. **Applicability:** Applies to all State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of funding, and continued use of these resources.
- C. **Purpose:** – The purpose of this standard is to establish consistency in both the quality and the security of building access controls for State of Delaware facilities except school districts and correctional/security facilities. It will meet the needs of the Division of Capitol Police regarding building access, occupant identification and emergency access.

II. Scope

- A. **Audience:** – This document is intended for IT personnel in State facilities, except school districts, that are responsible implementing security mechanisms for buildings.
- B. **Applicability:** – This standard will cover all State facilities except school districts and correctional/security facilities.
- C. **Areas Covered:** – This standard will address the type of cards to be used for secure access to State facilities except school districts and correctional/security facilities. Also, it will address the type of building security management system to be deployed in State facilities except school districts and correctional/security facilities.

These standards are adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC), and are applicable to all Information Technology use throughout the State of Delaware. Any questions or comments should be directed to dti_tasc@state.de.us.

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DELAWARE STATE-WIDE INFORMATION
TECHNOLOGY AND ARCHITECTURE STANDARDS

- D. **Environments** – With the exception of school districts and correctional/security facilities, building access controls will be deployed in all State facilities that require restricted or managed access.

III. Process

- A. **Adoption** – These standards have been adopted by the Department of Technology and Information (DTI) through the Technology and Architecture Standards Committee (TASC) and are applicable to all Information Technology use throughout the State of Delaware.
- B. **Revision** – Technology is constantly evolving; therefore the standards will need to be regularly reviewed. It is the intent of the TASC to review each standard annually. The TASC is open to suggestions and comments from knowledgeable individuals within the state, although we ask that they be channeled through your Information Resource Manager (IRM).
- C. **Contractors** – Contractors or other third parties are required to comply with these standards when proposing technology solutions to DTI or other state entities. Failure to do so could result in rejection by the Delaware Technology Investment Council. For further guidance, or to seek review of a component that is not rated below, contact the TASC at dti_tasc@state.de.us.
- D. **Implementation responsibility:** DTI and/or the organization's technical staff will implement this standard during the course of normal business activities, including business case review, architectural review, project execution and the design, development, or support of systems.
- E. **Enforcement:** DTI will enforce this standard during the course of normal business activities, including business case and architectural review of proposed projects and during the design, development, or support of systems. This standard may also be enforced by others during the course of their normal business activities, including audits and design reviews.
- F. **Contact us** – Any questions or comments should be directed to dti_tasc@state.de.us.

IV. Definitions/Declarations

A. Definitions

1. **Contactless card:** A smart card that uses radio frequencies to exchange information. Unlike a contact card, it needs no physical contact to be read by readers or terminals. Containing an embedded integrated circuit known as a "contactless chip," the card needs only to be waved near a reader to record transactions or to identify the user. Contactless-card systems are either passive, with the readers generating the frequency, or active, in which the card activates the reader.¹
2. **Corporate 1000 Program:** The Corporate 1000 Program card numbering scheme allows for a card format that is developed specifically for each individual end-user customer. Card numbers are tracked in the manufacturing process to ensure that card numbers are not duplicated.

¹ Gartner, Inc -- http://www.gartner.com/6_help/glossary/GlossaryMain.jsp

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DELAWARE STATE-WIDE INFORMATION
TECHNOLOGY AND ARCHITECTURE STANDARDS

B. Declarations

1. Must support a 13.56Mhz contactless card
2. Must be a part of the Corporate 1000 Program.

V. Definition of Ratings

COMPONENT RATING	USAGE NOTES
STANDARD – DTI offers internal support and/or has arranged for external vendor support as well (where applicable). DTI believes the component is robust and solidly positioned in its product life cycle.	These components can be used without explicit DTI approval for both <u>new projects</u> and <u>enhancement</u> of existing systems.
DECLINING – Deprecated - DTI considers the component to be a likely candidate to have support discontinued in the near future. A deprecated element is one becoming invalid or obsolete.	Via the State's waiver process, these components must be explicitly approved by DTI for <u>all projects</u> . They must not be used for <u>minor enhancement</u> and <u>system maintenance</u> without explicit DTI approval via the State's waiver process.
DISALLOWED – DTI declares the component to be unacceptable for use and will actively intervene to disallow its use when discovered.	No waiver requests for new solutions with this component rating will be considered.

- A. Missing Components** – No conclusions should be inferred if a specific component is not listed. Instead, contact the TASC to obtain further information.

These standards are adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC), and are applicable to all Information Technology use throughout the State of Delaware. Any questions or comments should be directed to dti_tasc@state.de.us.

STATE OF DELAWARE
Government Support Services



**DELAWARE STATE-WIDE INFORMATION
TECHNOLOGY AND ARCHITECTURE STANDARDS**


VI. Component Assessments

Component	Rating	Comments
<u>Building Access Security Card</u>		
HID Proximity 125kHz	Declining	Acceptable only for organizations with existing readers that accept ONLY HID Proximity 125kHz cards. 125kHz technology is being phased out. Must be a part of the Corporate 1000 program.
iCLASS® 13.56MHz	Standard	iCLASS technology only or multi-technology form factor with HID 125kHz proximity. Multi-technology cards should be used for organizations that still have 125kHz card readers. This enables future migrations to the more secure iCLASS readers without needing to re-purchase cards/credentials. Must be a part of the Corporate 1000 program.
Any card NOT purchased through the State of Delaware Corporate 1000 program	Disallowed	Cards purchased through the State of Delaware Corporate 1000 program ensure no duplication of credentials.
<u>Combination Physical and Logical Access Cards</u>		
Crescendo	Standard	To be used when a single card for logical and physical access is required. Must be a part of the Corporate 1000 program.
<u>Card Readers</u>		
iCLASS SE or MultiCLASS SE	Standard	Must be compatible with the existing cards. SE readers can be field upgraded to support future SEOS technology while still backwards compatible.
Proximity 125kHz	Declining	Phasing out 125kHz cards
<u>Building Security Management System</u>		
Pro-Watch®	Standard	Authorized Pro-Watch® vendors in Delaware

These standards are adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC), and are applicable to all Information Technology use throughout the State of Delaware. Any questions or comments should be directed to dti_tasc@state.de.us.

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Attachment 12

 <div style="margin-left: 20px;"> <p>STATE OF DELAWARE DEPARTMENT OF TECHNOLOGY AND INFORMATION 801 Silver Lake Blvd. Dover, Delaware 19904</p> </div>		
Doc Ref Number:	SE-VideoSurv-001	Revision Number: 1
Document Type:	Enterprise Policy	Page: 1 of 8
Policy Title:	Video Surveillance Policy	

Synopsis:	The goal of this policy is to establish the permissible uses for the State's Video Surveillance Information. The primary purposes of surveillance monitoring or recording of State facilities are to deter crime and to assist the Police and the State in protecting the safety and property of the State community.
Authority:	Title 29, Delaware Code, §9004C - General powers, duties and functions of DTI "2) Implement statewide and interagency technology solutions, policies, standards and guidelines as recommended by the Technology Investment Council on an ongoing basis and the CIO, including, but not limited to, statewide technology and information architectures, statewide information technology plans, development life cycle methodologies, transport facilities, communications protocols, data and information sharing considerations, the technique of obtaining grants involving the State's informational resources and the overall coordination of information technology efforts undertaken by and between the various State agencies;"
Applicability:	This Policy is applicable to all users of the State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of access and continued use of these resources.
Date Reviewed:	4/2/2018
Expiration Date:	None
POC for Changes:	Solomon Adote, Chief Security Officer
Approval By:	James Collins, Chief Information Officer
Approved On:	8/15/2014



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I. Policy

EXECUTIVE SUMMARY

This policy sets forth the permissible uses for video surveillance. The State must protect its citizens, employees and property while ensuring that privacy is maintained and security requirements are not neglected.

This policy does not limit or redefine FOIA (Freedom of Information Act) laws or regulations. In case of any conflict, the law shall prevail.

PURPOSE

The increased availability of surveillance devices and cameras has raised questions concerning their appropriate use, particularly inside the workplace. The following policy statement outlines where and when these devices may be employed.


The primary purposes of surveillance monitoring or recording of State facilities are to deter crime and to assist the Police and the State in protecting the safety and property of the State community. This policy regulates all uses of surveillance cameras and surveillance monitoring and recording in order to achieve these purposes while also protecting the legal and privacy interests of the State, its citizens and employees.

Excluding law enforcement, only DTI authorized surveillance equipment is allowed to be used for surveillance. The use of personally-owned surveillance equipment is



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thereby prohibited from being used for surveillance of any nature. If theft of personal property or inappropriate behavior is suspected, please notify your management or law enforcement.

This policy will be reviewed and revised periodically. However, the State is obligated to comply with new laws or regulations coming into effect between revisions.

This policy is expected to be referenced by other State policies and standards that will further define the implications of this Policy.

SCOPE

The State of Delaware considers digital video to be data and is therefore subject to the State's IT Policies and Standards. The State categorizes digital surveillance videos as Classified data and all restrictions thereto apply.

This policy applies to all State employees, contractors, guests and affiliates including vendors and agents. In addition this policy covers all State property, including all buildings, offices, common spaces, grounds, and all other spaces.

This policy does not apply to videoconferencing-equipped rooms as installed by DTI or its designees.

This policy does not apply to correctional or law enforcement facilities.

This policy does not apply to the use of any surveillance, monitoring, or recording equipment covert or otherwise, by law enforcement agencies during criminal investigations.

Personal information contained on the footage shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law.

POLICY

I. GENERAL

1. DTI will oversee the implementation of this policy in consultation with the affected organizations, Facilities Management, and law enforcement. (The justification for installation of a video surveillance system is based upon the specific operational needs of the agency operations in question.)



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2. The decision to install such a system should be made by the Agency based upon a risk assessment of the operations being conducted at that facility location. Agencies are reminded that the responsibility for funding and maintenance of a video surveillance system exists at the Agency and Department level and is not a responsibility of Capitol Police, OMB or DTI.
3. The use of surveillance equipment is limited exclusively to practices that will not violate the standard of a reasonable expectation of privacy as defined by law. Any camera not meeting this standard must immediately be moved so that it does not violate the law.
4. Surveillance equipment is to be placed such that it cannot view areas generally considered to be private.
5. Cameras shall NOT be used to observe employee work areas without prior notification of employees, with the exception of police investigations of criminal activity.
6. Cameras that are used to record employees at work will be so positioned that keystrokes, screen contents or documents cannot be viewed. Any camera so positioned, must immediately be moved so that it does not violate this rule.
7. All recording or monitoring of video images will be conducted in a professional, and ethical manner.
8. The locations of all authorized surveillance equipment used for the recording and monitoring of public areas will be updated and maintained by DTI.
9. Approval from DTI is required prior to:
 - a. the acquisition of any surveillance equipment
 - b. the installation or operation of any surveillance equipment
 - c. access to monitor live video data
 - d. access to recorded video data
 - e. access to surveillance equipment's management interface
10. Surveillance equipment specifications will adhere to the standards as published by DTI and will promote a centralized approach.
11. Surveillance data or recordings will be treated the same as all other electronic data and will be subject to the IT Policies and Standards of the State of Delaware <http://dti.delaware.gov/information/standards-policies.shtml> . Specifically this data will be archived in a secure location and will be



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accessible only to personnel authorized by DTI and law enforcement. All recorded images will be destroyed after the defined retention period, except those that are being used as part of an ongoing investigation of criminal activity.

12. In public areas, signage giving notice of monitoring by non-public-safety surveillance cameras will be posted as deemed appropriate in compliance with appropriate legal statutes.
13. DTI may authorize access to any non-public surveillance equipment as appropriate. An example of this, but not limited to, would be the authorization of access to physical plant staff from cameras viewing a construction site. The use of software privacy "blocking" may be required.
14. Any and all access to surveillance video from the Internet must be coordinated with DTI and will only be supported where surveillance devices are isolated from the Intranet.
15. Any and all streaming of surveillance video to the Internet must be coordinated with DTI.
16. IP Video System (IPVS) Data Storage - Data storage, unless otherwise requested, should provide enough capacity to meet a minimum retention of 14 days.
17. All transmitters and IP cameras, including high-definition (e.g. license plate) cameras will be placed in the Surveillance Private subnet and use dedicated camera servers for storage, access and management. If the high-definition cameras need special software running on a PC to interpret images then the PC will be in the Surveillance Public subnet.
18. The IP Video System (IPVS) must be designed to meet the current and near-future needs of the State. In order to accomplish this goal the IPVS should strive to incorporate the most current and advanced technologies and capabilities. At a minimum the IP Video System must be designed to meet these minimum requirements:
 - a. Must be an open architecture system.
 - b. Must support an IP network infrastructure.
 - c. Must be flexible and scalable to allow for system future growth.
 - d. Should be interoperable with analog legacy systems currently in place.
 - e. Should avoid proprietary or sole source procurement systems.
 - f. Should support advanced analytics such as congestion detection, motion detection and object tracking.
 - g. Should be capable of supporting H.264 or High Definition.



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19. Storage – All tapes or other storage devices that are not in use must be stored securely in an access-controlled area.
20. Viewing Images – When recorded images from the cameras must be viewed for law enforcement, investigative reasons, or other purposes, this must only be undertaken by authorized personnel, in a private, controlled area that is not accessible to other staff and/or visitors.

IMPLEMENTATION RESPONSIBILITY

DTI and/or the organization's technical staff will implement this policy during the course of normal business activities, including business case review, architectural review, project execution and the design, development, or support of systems.

ENFORCEMENT and WAIVER


DTI will enforce this policy during the course of normal business activities, including business case and architectural review of proposed projects and during the design, development, or support of systems. This policy may also be enforced by others during the course of their normal business activities, including audits and design reviews.

If there is ambiguity or confusion regarding any part of this policy, contact the party named in the header of this policy.



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II. Definitions

1. Surveillance Equipment — any item, system, camera, technology device, communications device, or process, used alone or in conjunction with a network, for the purpose of gathering, monitoring, recording or storing an image or images of State property and/or people on State property. Images captured by surveillance cameras may be real-time or preserved for review at a later date. Such devices may include, but are not limited to the following: IP Video Surveillance Systems, closed circuit television, web cameras, and cell phone cameras.
2. Public Surveillance Equipment — any surveillance equipment whose images are intended for viewing by the general public. These currently consist of, but are not limited to, traffic cameras.
3. Surveillance Monitoring or Recording — the process of using equipment to observe, review, or store images.
4. State Property — all State owned, leased or controlled property, both internal and external.
5. Monitoring - means real-time viewing or viewing footage deposited on a storage device.
6. Recording - means capturing images on a computer disk or drive, Internet storage site, CD-ROM, or videotape 24 hours a day, seven days a week, yearlong.



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III. Development and Revision History

Initial version established **8/15/2014**

Updated content related to surveillance video **12/21/2015**

IV. Approval Signature Block

Name & Title: State Chief Information Officer	Date

V. Appendix

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



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DELAWARE STATE-WIDE INFORMATION
TECHNOLOGY AND ARCHITECTURE STANDARDS

ID:	SE-VIDSURV-001
Title:	Video Surveillance Standard
Domain:	Security
Discipline:	Data Security
Effective Date:	10/10/2014
Revision no.:	1
Original date:	8/15/2014

I. Authority, Applicability and Purpose

- A. **Authority:** Title 29, Chapter 90C provides broad statutory authority to the Department of Technology and Information to implement statewide and interagency technology solutions, policy, standards and guidelines for the State of Delaware's technology infrastructure. "Technology" means computing and telecommunications systems, their supporting infrastructure and interconnectivity used to acquire, transport, process, analyze, store, and disseminate information or data electronically. The term "technology" includes systems and equipment associated with e-government and internet initiatives.
- B. **Applicability:** Applies to all State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of funding and continued use of these resources.
- C. **Purpose:** The management of physical security within the State is critical to the State's business, which often involves the use of video surveillance. This standard defines the video formats and standards that are to be used by the State of Delaware when deploying and using video surveillance.

II. Scope

- A. **Audience:** This document is intended for organization facility managers, security managers, video contractors, video specialists and other authorized State of Delaware video surveillance personnel.
- B. **Applicability:** This standard will cover video surveillance products installed or in use by the State of Delaware. It does not apply to video surveillance equipment for public, traffic, Detention / Correctional, or law enforcement use.

These standards are adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC), and are applicable to all Information Technology use throughout the State of Delaware. Any questions or comments should be directed to dti_tasc@state.de.us.

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III. Process

- A. **Adoption:** These standards have been adopted by the Department of Technology and Information (DTI) through the Technology and Architecture Standards Committee (TASC) and are applicable to all Information Technology use throughout the State of Delaware.
- B. **Revision:** Technology is constantly evolving; therefore, the standards will need to be regularly reviewed. It is the intent of TASC to review each standard annually. TASC is open to suggestions and comments from knowledgeable individuals within the State, although we ask that they be channeled through your Information Resource Manager (IRM).
- C. **Contractors:** Contractors or other third parties are required to comply with these standards when proposing technology solutions to DTI or other State entities. Failure to do so could result in rejection by the Delaware Technology Investment Council. For further guidance, or to seek review of a component that is not rated below, contact the TASC at dti_tasc@state.de.us.
- D. **Implementation responsibility:** DTI and/or the organization's technical staff will implement these standards during the course of normal business activities, including business case review, architectural review, project execution and the design, development, or support of systems.
- E. **Enforcement:** DTI will enforce this standard during the course of normal business activities, including business case and architectural review of proposed projects and during the design, development, or support of systems. This standard may also be enforced by others during the course of their normal business activities, including audits and design reviews.
- F. **Contact us:** Any questions or comments should be directed to dti_tasc@state.de.us.

IV. Definitions/Declarations

A. Definitions

- 1. **Camera Specifications** - To understand what camera is needed in specific situations we need to define Surveillance Objectives: Detection, Recognition and Identification. Detection – ability to see something change or move. Recognition – ability to determine what changed or moved. Identification – ability to identify the object or person. Each objective requires a minimum number of pixels to perform each function. For example to detect a license plate movement requires a minimum of 6 pixels width. To recognize it is a license plate requires a minimum of 34 pixels width. To identify (or read) a license plate requires a minimum of 80 pixels width (or 12 inches). Other factors include different camera lens, camera zoom, lighting (indoor, outdoor) and environmental conditions like rain, snow, fog, camera angle, camera placement, etc. So as a base line we will assume a camera at a specific resolution will have a standard lens, no zoom and will be able to at a minimum perform facial identification in standard lighting conditions. This will require a minimum of 40 pixels width (or 6 inches) at the focus length required.

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Cameras:

Name	Resolution	Megapixel	General	Facial	High Detail
CIF	320x240	0.1	16'	8'	3'
VGA	640x480	0.3	32'	16'	6'
WVGA	752x480	0.4	38'	19'	9'
720P	1280x720	0.9	64'	32'	16'
SXGA	1280x1024	1.3	64'	32'	16'
UXGA	1600x1200	1.9	80'	40'	20'
1080P	1920x1080	2.0	96'	48'	24'
QXGA	2048x1536	3.1	102'	51'	26'
QSXGA	2560x2048	5.2	128'	64'	32'

2. Guidance

Small Analog DVR	1 – 16	Video surveillance is not required or critical	<p>Pros</p> <ol style="list-style-type: none"> Price. Overall system is inexpensive. Cameras are very cheap (as low as \$29). The most expensive part will be the installation of the cabling needed to transmit the video and power the camera. Easy setup. <p>Cons</p> <ol style="list-style-type: none"> Cost of wiring is expensive due to needing coax and power cabling. 720p (1280x720) cameras are available but only the most expensive recorder can utilize this resolution. Most cameras for standard DVR's range at about 500 lines of resolution. Only the most expensive systems offer any type of RAID array for disk redundancy. Most of these systems only have one hard drive so if that drive fails all of video archive is lost. Pulling large hour blocks from these recorders can be very time consuming. An eight hour block can take up to 3 days to process and download. Generally video quality is poor due to the capabilities of the DVR storage.
Small SDI ¹ DVR	1 - 16	Video surveillance is not required or	<p>Pros</p> <ol style="list-style-type: none"> Price. Overall system is inexpensive. A 2.1M Pixel Camera runs as low as \$210. The most expensive part will be the installation of the cabling needed to transmit the video and power the camera. If this is an upgrade

¹ Serial Digital Interface

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		critical	<p>from an existing analog system the cabling can be reused.</p> <p>2. Easy setup.</p> <p>Cons</p> <p>1. Cost of wiring is expensive due to needing coax and power cabling.</p> <p>2. DVR's max inputs can only handle 16 cameras and they are not designed to be daisy chained.</p>
Small IP-Based No Central Recording Server	1 - 16	Video surveillance is not required or critical	<p style="text-align: center;"><u>Axis Camera Companion</u></p> <p>Pros</p> <p>1. Software is free.</p> <p>2. Excellent HDTV image quality.</p> <p>3. Easy to install.</p> <p>4. No central PC or DVR needed.</p> <p>5. Can handle up to 16 cameras.</p> <p>6. No external recorder required.</p> <p>7. No single point of failure due to distributed recording on each camera.</p> <p>8. When moving to a central recorder server existing cameras can be easily re-used.</p> <p>Cons</p> <p>1. Works with Axis cameras only.</p> <p>2. Recordings are not redundant.</p> <p>3. Concurrent viewing is very limited.</p> <p>4. Recorded searches are slow and there are limited options.</p> <p>5. If camera is damaged or stolen the video archive is also lost.</p> <p style="text-align: center;"><u>Exacq Vision Edge</u></p> <p>Pros</p> <p>1. Client software is free (but there is a fee per camera).</p> <p>2. Excellent HDTV image quality.</p> <p>3. No central PC or DVR needed.</p> <p>4. No external recorder required but recordings are able to record to internal SD card within the camera or external NAS storage units. If NAS storage is disrupted the camera will record to its' local storage so that video is not lost.</p> <p>5. No limit to the amount of cameras that can be installed.</p> <p>6. No single point of failure due to distributed recording on each camera.</p> <p>7. When moving to a central recorder server existing cameras can be easily re-used.</p>

These standards are adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC), and are applicable to all Information Technology use throughout the State of Delaware. Any questions or comments should be directed to dti_tasc@state.de.us.

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			<p>8. Enterprise video search options.</p> <p>9. Guaranteed recording in wireless IP camera deployments, such as parking lots, where network connectivity is less reliable.</p> <p>10. The full functionality and performance of exacqVision Pro and exacqVision Enterprise is available in exacqVision Edge. Third-party integrations with POS, access control, LPR, video analytics; Video Wall; Mapping; Digital PTZ, and more are all included with exacqVision Edge</p> <p>Cons</p> <p>1. Works with Axis and IQeye cameras only. (https://exacq.com/products/exacqvision_edge.html)</p> <p>2. Each camera must be licensed at about \$150 each.</p> <p>3. There is no redundancy because the camera cannot record to both its' internal memory and an external NAS drive at the same time.</p> <p>4. Concurrent viewing is very limited.</p> <p>5. Recorded searches are slow.</p> <p>6. If camera is damaged or stolen the video archive is also lost.</p>
Small IP-Based Central Recording Server	1 - 16	Video surveillance is required or critical	<p>We recommend systems that can use many different brands of IP cameras due to technology advancements among different vendors for specialized applications.</p> <p>There are many companies that can provide small central IP based recorders. The main things to look for here are search features, storage capacity, multi-streaming, camera model requirements, concurrent users, concurrent cameras and general features.</p>
Medium to Large IP-Based Central Recording Server(s)	1 – 100+	Video surveillance is required or critical	<p>Pros</p> <p>1. Very redundant storage arrays.</p> <p>2. Multi-console viewing.</p> <p>3. 5M pixel camera (2592x1944 resolution).</p> <p>4. Expandable to 100s of cameras.</p> <p>5. Can support many brands of IP cameras.</p> <p>6. Recorded searches are very fast. I processed a full 24 hours on four cameras (two being 5M pixel using continuous recording) in less than 20 seconds.</p> <p>Cons</p> <p>1. Costs for storage array, infrastructure costs are high vs. other storage media.</p>

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			2. RAID 6 for large storage arrays. 3. Systems require fast reliable networks.
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3. **ONVIF** – Open Network Video Interface Forum - ONVIF is an open industry forum for the development of a global standard for the interface of IP-based physical security products.
<http://www.onvif.org/>
4. **Resolution** – Recommended minimum resolution for all surveillance cameras - D1 resolution (704x480)..
5. **SDI** – Serial Digital Interface

B. Declarations

1. Surveillance Video is classified as Confidential data, as such, it must be treated according to the applicable State of Delaware Policies and Standards
<http://dti.delaware.gov/information/standards-policies.shtml>
2. All IP surveillance cameras covered by this standard must belong to a protected VRF.
3. All captured video will be retained for no less than 30 days.
4. The recommended video retention period is 60 days, individual agency requirements may require a retention period of longer than 60 days.
5. In order to reduce the impact of account management when utilizing 16 or more cameras, Active Directory account management is advised

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V. Definitions of Ratings

Individual components within a Standard will be rated in one of the following categories.

COMPONENT RATING	USAGE NOTES
STANDARD – DTI offers internal support and/or has arranged for external vendor support as well (where applicable). DTI believes the component is robust and can be expected to enjoy a useful life of 3+ years from the Effective Date.	These components can be used without explicit DTI approval for both <u>new projects</u> and <u>enhancement</u> of existing systems.
DECLINING – Deprecated - DTI considers the component to be a likely candidate to have support discontinued in the near future. A deprecated element is one becoming invalid or obsolete.	Via the State's waiver process, these components must be explicitly approved by DTI for <u>all projects</u> . They must not be used for <u>minor enhancement</u> and <u>system maintenance</u> without explicit DTI approval via the State's waiver process.
DISALLOWED – DTI declares the component to be unacceptable for use and will actively intervene to disallow its use when discovered.	No waiver requests for new solutions with this component rating will be considered.

- A. **Missing Components** – No conclusions should be inferred if a specific component is not listed. Instead, contact TASC to obtain further information.

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VI. Component Assessments

Standard Name	Ratings	Standard Reference
ONVIF	Standard	http://www.onvif.org/

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Video Surveillance Standard.doc

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Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK .** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable
10. One (1) complete Confidentiality (Non-Disclosure) and Integrity of Data Agreement (Attachment 10) signed and dated.

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

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Vendors may bid on both building access and/or video surveillance components of the RFP. Award will be made based on the best interest of the State.

I. BUILDING ACCESS

Vendors are required to provide the furnishing, installation, commissioning, and programming of a complete, turnkey, hardwired door access system which is compliant with the National Electric Code and Delaware's Building Access Security Standards. The access control system shall be a single-source manufacturer such that the single vendor distributes, supports, warranties and services all components.

Vendors must submit Delaware Authorizations and Certification paperwork for each manufacturer or system they are an authorized and/or certified dealer/installer. The installing dealer must be a factory-authorized service and support company specializing in the selected manufacturer's product, with demonstrated prior experience with the selected manufacturers system installation and programming. Certification levels above Gold will be assessed point values in the weighted criteria.

For each installation/upgrade, consideration should be given to leveraged existing systems in our state organizations rather than purchasing independently.

All systems shall be capable of communicating with the work stations. System shall be designed to allow for present or future integration into building automation system. While the State has traditionally standardized on ProWatch, the State is interested in considering solutions that are approved equals and can utilize the same access capabilities already deployed within the State. Additionally, access controls in addition to RFID cards, such as mobile apps, biometric and fingerprint scan technology for building access controls is of interest.

The State further wishes to explore the opportunity to integrate the building access controls with the building automation system for lighting, temperature controls and other building automation options.

II. VIDEO SURVEILLANCE SYSTEMS

Vendor must be able to supply a single-source for Video Surveillance solutions to the State. This shall include, but not to be limited to, demonstrations, design configuration assistance, implementation assistance, installation, maintenance and training for all systems, equipment and services offered and shall be compliant with Delaware's Video Surveillance Standards. (See Attachment 13)

Vendors should supply all product information, including brand name, product name and country of origin as well as other technical details in Appendix C.

Vendors should include information about their capacity to install or service these systems as well as any related goods they sell.

The State is specifically interested in solutions that integrate with the building access controls for more effective monitoring and video capture of activities.

Vendors must ensure that video surveillance recording storage devices maintain a minimum of 30 days to allow acceptable time for review purposes should the need arise.

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III. TESTING

At the conclusion of the installation phase of a Building Access System and/or Video Surveillance System, the Contractor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by DTI or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.

IV. REWORK

The Successful Vendor(s) will be responsible for all damages resulting from improper installation and/or maintenance of building access security system materials and/or video surveillance systems.

V. MONITORING

The primary purposes of surveillance monitoring or recording of State facilities are to deter crime and to assist the Police and the State in protecting the safety and property of the State community. The DTI Video Surveillance Policy regulates all uses of surveillance cameras and surveillance monitoring and recording in order to achieve these purposes while also protecting the legal and privacy interests of the State, its citizens and employees.

From the Tatnall Building, the Delaware Capitol Police Special Services Unit (SSU) has the capability to monitor the below locations, however, the actual recording and storage of information is maintained within the physical location of the buildings. The SSU can access the information remotely through each building's MVR.

- Tatnall Building
- Delaware Public Archive Building
- DNREC Richardson & Robbins Building
- Eden Hill Farm
- Legislative Hall (This location is also monitored by Capitol Police personnel within the building)
- Woodburn/Hall House Campus (This location is also monitored by Capitol Police personnel within the building)
- Supreme Court Building (Dover)

NOTE: None of the above locations have personnel strictly dedicated to monitor the information being received.

In the Leonard L. Williams Justice Center, the Kent County Courthouse, the Sussex County Courthouse and the Sussex County Court of Chancery, the Delaware Capitol Police has the ability to monitor the cameras in each facility during regular business hours. However, the capability to physically monitor each camera is limited by both the number of cameras and the lack of staffing to conduct the monitoring.

Vendors shall describe remote monitoring capabilities, to include pricing structure for service. All monitoring services must be compliant with the DTI Video Surveillance Policy. (Attachment 12)

VI. TRAINING

System installer/provider manufacturer shall provide at least eight (8) hours of training for Ordering Agency's personnel to manage their own site at no cost to the Ordering Agency. This shall include

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but not be limited to adding and deleting users, setting schedules, and controlling permissive to doors in their areas or building.

A description of the training procedures that may be associated with the Building Access System and/or Video Surveillance equipment and services training should be included in Vendor proposal. Training shall include a user's guide or written material for all of the equipment and services provided.

VII. WARRANTY

Provide a minimum two-year warranty on all parts and labor, or longer if manufacturer of any component provides.

Warranty requirements shall include furnishing and installing all software upgrades issued by the manufacturer during the warranty period.

If maintenance / service agreements are offered by Vendor, all warranty equipment shall transfer to vendor provided and maintained service agreements upon expiration of the two year warranty. If vendor does not offer a service agreement, all equipment shall transfer at original manufacture warranty coverage to a maintenance agreement provider as contracted with the State of Delaware. The agency managing the facility shall ensure timely transition and continuity of insurance coverage for all procured equipment.

VIII. SERVICES & RESPONSE TIMES

Vendor shall provide a list of all associated services to include, but not limited to: building access, video surveillance equipment, maintenance, monitoring, and/or other related services that meet the State's technology standards.

A. Repairs

All repair visits will be properly and legibly documented to list all equipment serviced (to include serial number), deficiencies found, work performed, parts installed, number of technicians responding and any other pertinent information. Documentation shall be provided to the Agency requesting service. Compensation shall be limited to payment of the appropriate labor rate as identified in Appendix C for time actually spent on the repairs and parts. Hourly labor rates must be pro-rated in at least 15 minute increments. Critical classification responses, as identified by the State, are required 24 hours a day, 7 days a week, 365 days a year.

The State defines Critical Classifications as:

- 1) **Critical (1)** – Loss of this business function threatens the ability for the state to operate. Loss of business function disrupts the security and well-being of the state. Related business processes are generally defined as affecting statewide public safety or public health. (Expected response on-site within one hour, or as soon as possible, not to exceed two hours)
- 2) **Significant (2)** – Loss of this business function significantly reduces the effectiveness of the state's operation. Loss of this business function has a negative citizen impact and affects the financial well-being of the State. Related business processes are generally defined as affecting statewide financials or state's economic base. (Expected response on-site within two hours, or as soon as possible, not to exceed three hours)
- 3) **Moderate (3)** – Loss of business function affects multiple state organizations and their ability to operate. Loss of business function has a negative citizen impact and impacts a state organization's mission critical business function. Related business processes are generally

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defined as mission critical at the department level. (Expected response on-site within three hours, or as soon as possible, not to exceed four hours)

- 4) **Limited (4)** – Loss of business function is limited to only the person or state organization using the application. Loss of this business function has little or no effect of the state's ability to carry out business. Related business processes are business critical to the division or business unit. (Expected response on-site as soon as possible, not to exceed four hours)
- 5) **Minimal (5)** – Loss of business function does not have a direct impact on a state organization's ability to do business. (Expected response on-site within four hours, or as soon as possible, not to exceed one business day.)

B. Service Agreements

Vendor must provide a copy of current service agreements available under this contract. Service Agreements must include:

- 1) Response times equal to or better than the required response times contained herein
- 2) An itemized list of covered equipment
- 3) A minimum warranty of 90 days on repaired equipment upon placing equipment back into service.
- 4) Cost shall be broken down by the price per system and individual key cards and/or critical spare components.
- 5) Optional Maintenance/Service Plans and associated fees. Maintenance/Service Plans require a list of all equipment covered, to include make, model number and serial number if applicable.
- 6) Statement that reads "If any terms and conditions of this agreement conflict with the terms and conditions found in Contract GSS19599-BLDG_SECURE, the terms and conditions of Contract GSS19599-BLDG_SECURE shall prevail."

C. Server Updates and Maintenance

In order to maintain the integrity of software and programming changes to servers owned by the Agencies that accommodate multiple facilities with regard to building access and video surveillance systems, the Agency, at their discretion, may elect to identify one vendor to make programming changes due to new installations and upgrades affected by the contract.

Vendors are to provide flat rates for these services named in Appendix C. Additional flat rate service offerings may also be listed for consideration.

IX. JOB BID COMPETITION

The Vendor's contacted for a job quotes are to include an itemized list of equipment and estimated labor for the project. Vendors shall outline a timeline for completion of the project from the date the purchase order is received to system completion. Vendors shall not require agencies to sign any additional or separate agreements subordinate to the resulting contract.

An ordering agency will compare job quotes requested in written form from at least three competitors (or all if vendor pool is three or fewer) from the appropriate pool and documented in the case file. The appropriate Successful Vendor(s) for the individual job assignment will then be selected from the Successful Vendor(s) pools based on the following factors:

- Comparative cost levels on the preponderance of measures called for on the individual job;
- Comparative cost quote levels of supplemental bids on the measures for the specific job; as applicable;

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- Ongoing evaluation by the Ordering Agency of the contending Successful Vendor(s)'s work with other building access security jobs utilizing similar measures; and,
- Availability of the specific Successful Vendor(s) for the job.

Quotes provided must include the contract language regarding response times as identified in Section VII. For Time and Materials the pricing proposal must include estimated effort hours, hourly rate for proposed personnel, projected timeline, including timing expectations for the State functional and technical resources.

Agencies must submit the Successful Vendor proposal to the Statewide Building Access Committee for review and approval prior to the purchase of new security systems and upgrades on existing systems.

All change orders will be made at the request of the Agency and/or the Statewide Building Access Committee. Change orders must be written in accordance with the original job proposal and submitted to the Statewide Building Access Committee. There shall be no additional charges incurred for modifications to the job proposal.

A. As-Built Drawings

In addition to the requirements for record documents as specified elsewhere in these Standards, as-built drawings shall document the entire installed system. Drawings shall include placement of equipment as well as detailed wiring diagram (in AutoCAD.dwg format) and shall be submitted on both optical media (CD or DVD) and hard copy formats. Division of Facilities Maintenance will retain the as-built drawings for their files

B. Submittals

Shop drawings for installations and upgrades must be submitted in addition to complying with requirements of as-built drawings. Shop drawings shall include the following:

- 1) AutoCAD drawings for review and approval.
- 2) Door contact shop drawings and installation details prior to installation for approval by Ordering Agency.
- 3) Mechanical and electrical notes and construction details for each device.
- 4) Interconnection diagrams showing a detail of each device and interconnect wiring between devices. Block diagrams involving cross-referencing to catalog specification sheets will not be acceptable.
- 5) Catalog literature with performance specifications, which indicate compliance to the specifications herein.
- 6) Complete instruction manuals, service manuals, parts lists, and current list of local manufacturer approved service centers.
- 7) System provider/installer shall provide all additional information or demonstrations required by the Ordering Agency to demonstrate conformance with the specifications herein. Demonstrations shall be at a time and location and in a manner chosen by the Ordering Agency.

X. STANDARDS

All installations must adhere to State policies and standards (<http://dti.delaware.gov/information/standards-policies.shtml>). System Design and Network Configuration approval is granted through the DTI Business Case process and Architecture Review Board.

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Contractors and/or other third parties are required to comply with these standards when proposing technology solutions to DTI or other state entities. Failure to comply with these standards may result in rejection by the Delaware Technology Investment Council.

A. Building Access Security

This standard is to establish consistency in both the quality and the security of building access controls for State of Delaware facilities except school districts and correctional/security facilities. It will meet the needs of the Division of Capitol Police regarding building access, occupant identification and emergency access.

This standard will address the type of cards to be used for secure access to State facilities except school districts and correctional/security facilities. Also, it will address the type of building security management system to be deployed in State facilities except school districts and correctional/security facilities.

Contractors or other third parties are required to comply with these standards when proposing technology solutions to DTI or other state entities. Failure to do so could result in rejection by the Delaware Technology Investment Council. (See Attachment 11)

B. Video Surveillance

These standards define the video formats and standards that are to be used by the State of Delaware when deploying and using video surveillance. These standards cover video surveillance products installed or in use by the State of Delaware. It does not apply to video surveillance equipment for public, traffic, Detention / Correctional, or law enforcement use. (See Attachment 13)

XI. TECHNICAL PROPOSAL CONTENT AND ORGANIZATION

In order for the State to evaluate proposals fairly and completely, Vendors must follow the format set forth herein and must provide all of the information requested. The Vendor should submit a clear and concise proposal. The Vendor is advised to thoroughly read and follow all instructions contained in this RFP. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the scoring process or may be deemed to be non-responsive which may necessitate rejection of the proposal.

The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated. Appendix A includes a list of the minimum mandatory submission requirements. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements and the specific page of the response in the Vendor's proposal.

A. Cover Letter – Each proposal must be accompanied by a letter that is signed by a representative who has the legal capacity to enter the organization into a format contract with GSS and provides the following information:

- 1) Contract number (GSS19599-BLDG_SECURE)
- 2) Submitting Organization's Name (Vendor)
- 3) Identify the name, title, telephone and fax number, and email address of the person authorized to contractually obligate the organization.
- 4) Name, title, telephone and fax number, and email address of the person authorized to negotiate the contract on behalf of the organization.

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- 5) Name, title, telephone and fax number, and email address of the contact person for proposal clarification(s).
- 6) Acknowledge receipt of any and all amendment to this RFP.

B. Table of Contents – clearly identifying the structure of the proposal and showing page numbers for each of the required sections and attachments.

C. Minimum Qualifications Submission – Vendors must submit proof that they meet the Minimum Requirements set forth in Section III.A of this RFP. Proof shall include submission of applicable licenses/certifications, office locations and a description of experience which complies with Section III.A.5 and Appendix A of the RFP.

D. Technical Proposal – The purpose of the technical proposal is to provide Vendors with an opportunity to demonstrate their qualifications, competence and capacity to undertake the services described herein, in a manner which complies with the requirements of this RFP. The technical proposal shall specifically detail the Vendor's qualifications and experience in providing the services described herein.

The technical proposal shall include:

- Statement of Business Organization: The Vendor shall provide the following:
 - 1) The full name and address of your organization and its branch office(s) and, if applicable, other subordinate(s) that will perform, or assist in performing, the work described herein;
 - 2) An organization chart for the business;
 - 3) Any primary and secondary businesses performed by the Vendor;
 - 4) Information regarding whether or not Subcontractors will be used. If Subcontractors will be used, list all Subcontractors including firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information regarding the Subcontractor's organization and abilities and a statement from the Subcontractors that they are capable and willing to carry out the work. Include documentation of Subcontractor on Attachment #6 (Attachment #6).
- Management Plan: The Vendor shall demonstrate adequate professional staff and experience to perform this contract by providing the following:
 - 1) A summary of the services that will be delivered. Include any recommended additional strategies that could result in significant increases in cost savings;
 - 2) A plan for accomplishing the services that will be delivered. The plan shall include a detailed narrative description of how the Vendor will accomplish the objectives and tasks set forth herein;
 - 3) The number of executive and professional personnel by position, skill and qualification that will be employed on this contract. Indicate where these individuals will be physically located during the term of the contract and the percentage of each person's time that will be dedicated to this contract.
 - 4) Resumes for each of the staff members that will be assigned to this contract. Resumes should include a detailed description of all applicable qualifications and relevant work experience; and
 - 5) Information regarding the manager, including:
 - Length of career in providing building access security and/or video surveillance equipment and services;
 - Professional designations;
 - Discussion of successful completion of similar contracts; and

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- Experience with the building security and video surveillance needs of government entities.
- Vendor Experience: The Vendor shall provide the following information:
 - 1) The number of years that the Vendor has been in business;
 - 2) A summary of the Vendor's expertise that describes the capabilities of the Vendor and the individuals that will be assigned to the contract in providing the services requested herein;
 - 3) A description of all prior relevant experience during the last five (5) years. Descriptions shall include assignment descriptions that have similar scope and complexity, examples of work done for those clients and the results achieved by the client, and starting and completion dates. The descriptions should demonstrate the Vendor's specific qualifications and experience providing the services set forth in the RFP. Where applicable, the descriptions shall include specific facility data such as services provided and information on the location, type, size, age and ownership of the facility involved. If possible, the description should include work done for other entities comparable to Delaware. Experience with a large government entity such as a medium to large state or a major metropolitan city is preferred. If possible, the description should discuss assignments that the Vendor has worked on in which they have worked with another consultant or implemented the recommendations of another consultant in a manner similar to the situation that will exist between the eventual Vendor and the State of Delaware; and in addition, if possible, the Vendor should include a description of exceptional examples of value-added services the Vendor can provide if awarded the contract.
- References: The Vendor shall provide a minimum of three (3) references of similar scope which best represents their abilities to satisfy the requirements of this RFP. References from current clients (those with which the Vendor has an existing contractual relationship) are preferred. References should include a brief narrative description of the assignment (discuss the scope of the services provided to the client). A minimum of three (3) references shall also be provided for any Subcontractors listed as part of the Vendor's proposal. References shall be able to document:
 - 1) The Vendor's ability to manage large scale assignments;
 - 2) The quality and scope of services provided by the Vendor;
 - 3) The following information:
 - Name of the client;
 - Name, title, email address and telephone number for the contact at the client;
 - Value, type and duration of contract with the client;
 - Services provided, including geographic area involved; a description of how the Vendor satisfied the client's requirements and improvements made to the client's systems as a result of the Vendor's efforts; and
 - If applicable, an explanation of why the Vendor is no longer providing services to the client.

The inability to contact a reference provided by the Vendor will be considered as part of the evaluation process and Vendors may be asked for additional references.

- Discussion Topics: Vendors shall include written responses to the following as part of their proposal. In responding, Vendors shall demonstrate an understanding of the complexity of

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need for the services described in the Scope of Work, and an understanding of the requirements of this RFP. These topics and the responses provided may be addressed further during the oral interview process.

- Describe how your company would carry out facility assessments to determine best solution;
- Describe how your company would implement maintenance and operating cost reduction initiatives;
- Describe how your company would assist the State in implementing plans for planning, budgeting and completion maintenance plans for existing equipment and security systems;
- Describe how proposed software systems meet the requirements of this RFP. Vendors must identify specifically how the State will be able to continue use of the system if the contract is terminated or after contract expiration.
- Describe how your company would assist the State with and continue the transformation of technology platforms;
- Describe how your company would assist with emergency relocations due to nature or other disasters.
- How does your company decide which products and brands to carry?
- What are your delivery options and how do they differ in price?
- What is your average delivery time?
- What are the most frequent causes of delay?
- Describe the Vendor protocols in place to minimize the risk of shipment delays.
- How does your company implement future software and product updates?
- Define any other additional fees that are not included in your proposed price.
- What warranties above the minimum requirements or product lifetime guarantees do you offer?
- Are additional services discounted if bundled with the product purchased? If so, please define what is bundled and the possible discounts.
- What is the average life span of a video surveillance system? How frequently must the system be replaced?
- How easily can system technology be changed without changing cameras? How easily can cameras be changed, but not change the monitors and general technology?
- If power is lost, will my video surveillance system still operate? What backup systems do you use?
- What related goods and services do you provide that your competitors do not?

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- Will my entire system purchase be shipped together, or will it be shipped as products are in stock?

E. Cost Proposal – Using Appendix C, identify labor rate and percentage discount(s) for materials and equipment for projects less than \$45,000.

Prevailing wage rates apply to any projects \$45,000+. (<http://dia.delawareworks.com/labor-law/prevailing-wage.php>)

Vendor shall offer flat-rate pricing for software and programming changes as identified in Section VIII.C on Appendix C. Additional services may be added as applicable.