

**COVER PAGE**

**REQUEST FOR PROPOSAL: LEASED DIGITAL TRANSMISSION SERVICES**

This request for proposal (“RFP”) consists of this document, all attachments incorporated by reference, and any addendum issued. This RFP is 46 pages, excluding Attachments, Exhibits, and Addenda, if any.

The State of Delaware Division of Libraries (DDL) is soliciting proposals from Service Providers to provide Leased Digital Transmission Services, complying with all terms and conditions described in this RFP.

Proposals will be accepted no later than 2:00 p.m., Eastern Standard Time, February 20, 2012. Proposals must be submitted in the manner and format set forth in Section VII.

Because the State of Delaware will contract with the Service Provider (the named legal entity associated with the SPIN number in Section VII(A)(Tab 3). The Service Provider must:

- ensure that the named legal entity responding to this RFP is the same legal entity associated with the SPIN number;
- represent that the legal entity associated with the SPIN number is doing business as the named legal entity responding to this RFP; or
- Otherwise explain how the State can contract with the legal entity associated with the SPIN number while binding the named legal entity responding to this RFP.

By signing below, the Service Provider’s Representative certifies on behalf of the Service Provider, that:

- The Signatory has the legal authority to bind the Service Provider.
- The Signatory has read and agrees to the RFP requirements.

_____ Service Provider Name	_____ Service Provider Telephone Number
_____ Service Provider Address	_____ Service Provider Fax Number
_____ City, State, Zip Code	_____ Email Address of Signatory
_____ Signatory’s Full Name and Title	_____ Signature of Signatory      Date

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
TO PROVIDE Leased Digital Transmission Services  
ISSUED BY Delaware Division of Libraries  
RFP # STA 12\_13-RFY\_E-Rate**

**I. Overview**

The State of Delaware Division of Libraries (DDL) seeks Leased Digital Transmission Services. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Public Notice	Date: January 23, 2012
Deadline for Questions	Date: 2:00 p.m. EST January 30, 2012
Anticipated Date for Question Responses	Date: February 6, 2012
Deadline for Receipt of Proposals	Date: 2:00 p.m. EST February 20, 2012

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing Service Provider’s interest in providing the required professional services. Furthermore, the transmittal letter must attest to the fact that no activity related to any contract resulting from this RFP will take place outside of the United States.

**II. Definitions**

Applicant means the entity responsible for seeking discounts on eligible services under the E-rate program.

Billed Entity means the entity that is responsible for making payments directly to a Service Provider for services rendered to eligible schools and libraries participating in the E-rate program.

DDL means Delaware Division of Libraries

E-rate or E-rate Program is the shorthand term used in place of the “Schools and Libraries Universal Service Support Mechanism” and refers to the funding support program for discounted eligible services to eligible schools and libraries established in the 1996 Telecommunications Act.

FCC means the Federal Communications Commission, an independent United States government agency. The FCC is responsible for oversight of the E-Rate Program.

FCCRN means FCC Registration Number.

FRN means Funding Request Number.

Proposal means any response provided pursuant to this RFP.

Proposer/Respondent means a Service Provider submitting a Proposal to this RFP.

RFP means Request for Proposal.

Service Provider means an entity proposing to provide services subject to this RFP.

SLD means the Schools and Libraries Division of the Universal Service Administrative Company.

SPIN means Service Provider Identification Number.

Subcontractor means a person or entity performing or proposed to perform a portion of the Service Provider’s contract.

USAC or Administrator means the Universal Service Administrative Company, an independent not-for-profit company established to administer the Universal Service Fund at the direction of the FCC.

### **III. E-rate Requirements**

It is the intention of DDL to apply for discounts under the Schools and Libraries (E-rate) program for the services that are the subject of this RFP. Therefore, all Service Providers responding to this RFP must participate in the E-rate Program.

Any Service Provider responding to this RFP must be an Eligible Telecommunications Carrier providing Telecommunications Services as defined by the Federal Communication Commission. The Service Provider is required to submit its SPIN and FCCRN as part of the Proposal. If you do not have a SPIN number and FCC Registration Number, you MUST obtain them before you respond to this RFP.

\*You can obtain a SPIN number by following the directions on the Schools and Libraries Division (“SLD”) web site which is found at the following URL: <http://www.usac.org/fund-administration/recipients/obtain-service-provider-id/obtain-service-provider-id.aspx>.

\*You can obtain an FCC registration number from the FCC web site which is found at the following URL: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>.

### **IV. Document Retention, Production of Records, and Audits**

Pursuant to 47 C.F.R. § 54.516, Service Providers have the following obligations with respect to document retention, production of records and audits:

The Service Provider shall retain documents related to the delivery of discounted telecommunications and other supported services for at least 5 years after the last day of the delivery of discounted services. Any other document that demonstrates compliance with the statutory or regulatory requirements for the schools and libraries mechanism shall be retained for the same period as well. Comprehensive information about document retention requirements is found in the FCC’s Fifth Report and Order (FCC 04-190).

The Service Provider shall produce such records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the FCC or any local, state or federal agency with jurisdiction over the entity.

The Service Provider shall be subject to audits and other investigations to evaluate their compliance with the statutory and regulatory requirements for the schools and libraries universal service support program including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used.

The Service Provider shall assume responsibility for its subcontractors’ compliance with the FCC requirements on document retention, production of records, and auditing.

### **V. Invoicing**

Services may be requested under this RFP for both E-rate eligible and non-E-rate eligible locations and/or services. Separate invoices are required for E-rate eligible locations and services from those that are not eligible.

All invoices must be based on a first of the month through end of the month cycle.

Unless otherwise mutually agreed, all invoices must be manually created in a form and format which DDL has

approved. Invoices must be submitted after services have been provided, as DDL does not pay in advance for services.

Errors on invoices cannot be remedied by credits on invoices. All errors must be repaid by a check cut by the Service Provider within 30 days of notification such error.

**A. Invoices for E-rate Eligible Locations and /or Services**

The FCC in its Second Report and Order (FCC 03-101) adopted a rule requiring Service Providers to give applicants the choice each funding year to:

(a) pay the Service Provider the full price of services, and subsequently receive reimbursement from the Service Provider for the discounted portion, after the Service Provider receives reimbursement through the Billed Entity Applicant Reimbursement (“BEAR”) process, or

(b) pay the non-discounted portion of the price of services, with the Service Provider seeking reimbursement from USAC for the discounted portion.

Choosing Option (a) to pay the full price and then receive reimbursement through the BEAR process requires the applicant to submit FCC Form 472 (BEAR form) to USAC for payment of the discounted portion after having paid the full payment to the Service Provider. Reimbursement is then paid to the Service Provider who must subsequently remit the discount amount to the billed entity no later than 20 business days after receiving the reimbursement check from USAC.

Choosing Option (b) to pay the non-discounted price of services requires the Service Provider to submit FCC Form 474 (SPI form) to USAC for payment of the discounted portion. The Service Providers are required to bill applicants for the non-discount portion.

If DDL chooses Option A, DDL will work with the Service Provider to ensure that invoices are correct before payment is made to the Service Provider and subsequent reimbursement is sought from USAC. DDL will attempt to pay correct and properly submitted invoices within 30 days of receipt.

If DDL chooses Option B, all invoices from the Service Provider must be based on the discount rate indicated in the Funding Commitment Decision Letter. Draft invoices and corresponding FCC Form 474 must be submitted to DDL for approval before the Service Provider submission to USAC for the discounted portion of the payment and to DDL for the non-discounted portion of the payment to ensure that only correct invoices are being submitted. DDL will attempt to pay correct and properly submitted invoices for the non-discounted portion within 30 days of receipt.

**DDL chooses Option “A” above for the purpose of invoicing USAC for payment of the discounted portion of E-rate eligible services provided under any contract that results from this RFP.**

**B. Invoices for Non-E-rate Eligible Locations and /or Services**

All locations and/or services not eligible for E-rate must be invoiced separately. DDL will attempt to pay correct and properly submitted invoices within 30 days of receipt.

**VI. Scope of Services**

**A. Scope**

The Service Provider shall propose the delivery of Leased Digital Transmission Services to and between the entities listed in section VI(A)(2)(b) (“Recipients of Service”) and as further described in this RFP.

**1. Background on Services Sought**

- a) These services are or will be used for a variety of purposes, including: the provision of connectivity to the Internet (Internet Access will be procured separately), both for library-owned and patron-owned devices; voice and video over IP services (video will ultimately support HD resolutions); interlibrary services, including access to shared databases, interlibrary loan, and the provision of eBooks and audiobooks; and the provision of training services for library personnel and patrons at sites throughout the state.

**2. Description of Services Sought**

DDL is seeking to lease scalable, reliable, managed, end-to-end wide area network services at the anticipated speeds and locations designated in section VI(A)(2)(b) (“Recipients of Service”).

- a) **Managed end-to-end service**
  - (1) Consistent with the requirements of the E-rate program for Priority 1 end-to-end services, the Service Provider will be responsible for providing the service provider-owned and maintained router necessary at each location and all costs associated with this equipment shall be reflected in the services rate. The router provided must be capable of routing traffic at a speed at least equal to the speed of the connection being sought in any year of the contract for each location;
  - (2) The Service Provider is responsible for the provision of the end-to-end managed service including the necessary cabling to connect to a DDL router at each location. (See Exhibit A for the location of the DDL routers.) The library routers at each site may change during the contract period.
- b) **Recipients of Service**  
 Leased WAN service is being sought for the sites listed in the table below. The “Initial Bandwidth” listed in the table below is the level of service sought for at least the initial year of the contract. The “Possible Expansion Bandwidth Options” listed in the table below are the levels of service that may be sought if contract extensions are executed. Pricing for both the initial bandwidth and possible expansion bandwidth options must be provided in the Cost Proposal Worksheet, Exhibit B.

The anticipated bandwidth requirements for each category and location are as follows:

<b>Library Site Location Name</b>	<b>Address</b>	<b>Initial Bandwidth (at the time of start of service)</b>	<b>Possible Expansion Bandwidth Options (in future years)</b>	<b>Library Routers</b>
Appoquinimink Public Library	118 Silver Lake Rd., Middletown, DE 19709	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Bear Library	101 Governor’s Pl., Bear, DE 19701	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921

<b>Library Site Location Name</b>	<b>Address</b>	<b>Initial Bandwidth (at the time of start of service)</b>	<b>Possible Expansion Bandwidth Options (in future years)</b>	<b>Library Routers</b>
Brandywine Hundred	1300 Foulk Rd., Wilmington, DE 19803	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Bridgeville Public Library	600 South Cannon Street, Bridgeville, DE 19933	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Claymont Public Library	3303 Green. St., Claymont, DE 19703	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Corbit Calloway Mem Library	115 High St., Odessa, DE 19730	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Delaware City Library	250 Fifth Street, Delaware City, DE 19706	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Delaware Division of Libraries—Silver Lake Center	801 Silver Lake Rd., Dover, DE 19901	1 Gbps	10 Gbps	Cisco 4503
Delaware Division of Libraries	121 Duke of York St., Dover, DE 19901	1 Gbps	10 Gbps	Cisco 4503
Delmar Public Library	101 N. Bi-State Blvd., Delmar, DE 19940	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Dover Public Library	45 S. State St., Dover, DE 19901	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Elsmere Public Library	30 Spruce Ave, Elsmere, DE 19805	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Frankford Public Library	8 Main Street, Frankford, DE 19945	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Garfield Park Public Library	26 Karlyn Dr., New Castle, DE 19720	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Georgetown Public Library	123 West Pine St., Georgetown, DE 19947	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Greenwood Public Library	100 Mill Street, Greenwood, DE 19950	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921

<b>Library Site Location Name</b>	<b>Address</b>	<b>Initial Bandwidth (at the time of start of service)</b>	<b>Possible Expansion Bandwidth Options (in future years)</b>	<b>Library Routers</b>
Harrington Public Library	110 E. Center St., Harrington, DE 19952	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Hockessin Public Library	1023 Valley Road, Hockessin, DE 19707	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Kent County Library	497 South Red Haven Lane, Dover, DE 19901	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Kirkwood Highway Library	6000 Kirkwood Hwy., Wilmington, DE 19808	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Laurel Public Library	101 E. 4 <sup>th</sup> St., Laurel, DE 19956	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Lewes Public Library	111 Adams St., Lewes, DE 19958	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Milford District Free Public Library	11 SE Front St., Milford, DE 19963	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Millsboro Public Library	217 W. State St., Millsboro, DE 19966	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Milton Public Library	121 Union St., Milton, DE 19968	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
New Castle Public Library	424 Delaware St., New Castle, DE 19720	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Newark Free Library	750 Library Ave., Newark, DE 19711	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Rehoboth Beach Public Library	226 Rehoboth Ave., Rehoboth Beach, DE 19971	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Seaford District Library	600 N. Market St. (or from BEN 600 N. Market St. Extended), Seaford, DE 19973	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921

Selbyville Public Library	11 Main & McCabe Sts., Selbyville, DE 19975	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
<b>Library Site Location Name</b>	<b>Address</b>	<b>Initial Bandwidth (at the time of start of service)</b>	<b>Possible Expansion Bandwidth Options (in future years)</b>	<b>Library Routers</b>
Smyrna Public Library	107 South Main St., Smyrna, DE 19977	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
South Coastal Library	43 Kent Ave., Bethany Beach, DE 19930	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Sussex Co Dept of Libraries	22215 Dupont Boulevard, Georgetown, DE 19947	1 Gbps	10 Gbps	Cisco 4503
Wilmington Institute Library	10 East 10 <sup>th</sup> Street, Wilmington, DE 19801	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Wilmington North Branch	3400 North Market St., Wilmington, DE 19802	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921
Woodlawn Branch Library	2020 West 9 <sup>th</sup> Street, Wilmington, DE 19805	100 Mbps	1 Gbps, 10 Gbps	Cisco 2921

o seeking pricing for higher speed service as described in the Cost Proposal Worksheet.

**B. Technical Requirements**

**1. Hand off Requirements**

- a) For the sites that are initially seeking 100 Mbps connectivity, the hand off to DDL Cisco 2921 routers must support at least 100 Mbps. The hand off must be a RJ-45 (Cat 5e/Cat6) cable supporting gigabit transmission connecting to Gigabit Ethernet Port 0/2.
- b) Each of the sites initially seeking 1 Gbps (Delaware Division of Libraries, Delaware Division of Libraries – Silver Lake Center, and Sussex Co Dept of Libraries) will connect to a DDL Cisco 4503 and requires LC fiber connectors to connect to Gigabit Ethernet Port 1/6)

**2. Throughput Requirements**

- a) Minimum 100 Mbps throughput required to sites listed as 100 Mbps sites; minimum 1 Gbps throughput required to sites listed as 1 Gbps sites. Should sites upgrade to 10 Gbps in future years, minimum throughput of 10 Gbps is required at those sites. Throughput must be guaranteed.

**3. Demarcation/Termination Requirements**

- a) All services must be terminated by the Service Provider at the location designated by DDL in Exhibit A.
- 4. Quality of Service**
  - a) DDL will be tagging packets with Quality of Service (QoS) designators through the existing Cisco infrastructure. The Service Provider must leave those QoS tags intact as they traverse the Service Provider's network.
- 5. Packet Loss/Latency/Jitter**
  - a) In order to support the services sought by DDL, packet loss must be no greater than 0.5%. In addition, average one-way latency across the network must be no more than 20ms, and average one-way jitter should be no more than 10ms.
- 6. New Equipment**
  - a) Unless otherwise specified, any equipment provided pursuant to the RFP and any resulting contract shall be new, unused, and not previously titled. Units classified as factory rebuilt, prototype, or discontinued are not acceptable. Any and all warranties must be valid in the United States.

**C. Installation, Testing, and Cut-Over Requirements**

1. The services requested in this RFP shall be fully ready for service as described below. DDL will not pay for services delivered prior to 12:00:01 am on 7/1/2012.

**a) Installation Requirements**

**(1) Building access**

(a) All onsite access needs to be arranged through DDL. This applies to installation, repairs, and any maintenance that needs to be undertaken, whether prior to or subsequent to the service start date.

**(2) Debris**

(a) Service Provider is responsible for removing any and all debris associated with the installation of services at the end of each day, returning the surrounding area to its previous condition. Exceptions will be made to this requirement only via written agreement between DDL and the Service Provider.

**b) Testing Prior to Service Start Date Requirements**

(1) Since service must start for all entities on the service start date, it is anticipated that the winning Service Provider may need access to library facilities prior to the service start date in order to undertake testing. All testing must be done in coordination with and with the approval of the designated DDL staff.

(2) Subsequent to the signing of the contract but prior to the start of services, the Service provider must meet with DDL at a mutually agreeable time at each site to test network connectivity.

This will involve plugging a new network cable connection from a currently unused port on the library's router into the Service Provider's hardware and then verifying connectivity to the Internet through the new connection. This process will need to happen outside of normal library operating hours, which vary by location and may be earlier than 8:30 a.m. or later than 9 p.m. Monday thru Friday, depending on location. Once the test is successful, the physical connection will remain in place and port 2 will be shut down in the router configuration, so that DDL may remotely enable that port at the proper time.

**c) Cut Over Requirements**

- (1) The services requested in this RFP shall be fully ready for service delivery to commence at 12:00:01 a.m. on July 1, 2012. The Service Provider is responsible for ensuring that all services are ready to be delivered at that time.

#### **D. Uptime and Response Time for Repairs**

1. Uptime
  - a) The network service must be available 24 hours a day, 365 days a year. The service must perform 99.99% of the time during any calendar month in accordance to all applicable networking standards as described but not limited to the IEEE 802.3z performance standards and guidelines.
2. Repair Response Times
  - a) During regular library business hours, the winning Service Provider will need to guarantee a mean 30 minute response time and a mean four (4) hour repair/resolution time.
  - b) Outside of regular library business hours, the winning Service Provider will need to guarantee a mean one (1) hour response time and a mean six (6) hour repair/resolution time.
3. Service Provider must provide timely, courteous, and efficient problem resolution to DDL and all end users which experience a problem with the service.
4. Service Provider must define as part of their RFP response an escalation process for dealing with outages and other technical issues. This must include personnel contact information for the Service Provider. The listed personnel must possess the necessary competencies to address any and all issues that are likely to arise. Proposals shall include the specific names, direct telephone lines, and email addresses of the staff and administrators at each step in the escalation process.
5. Achieve a first call resolution rate in excess of 90 percent for all identified problems handled by Service Provider.

#### **E. Service Reports**

1. Service Provider shall be responsible for monitoring network outages (both during library business hours and outside library business hours) and providing monthly reports of outages. These reports will include the start time of a problem, when the Service Provider was notified of the problem (if the Customer reported the outage), the time the problem was resolved, and the times from start to resolution and/or notification to resolution for each problem.
2. Reports for each month of any problems, including the information listed above, must be sent to DDL every month.

### **VII. Required Information**

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

#### **A. Minimum Requirements**

**Tab 1** Delaware business license:

Provide evidence of a Delaware business license or evidence of an application to obtain the business license.

**Tab 2** Professional liability insurance:

Provide evidence of professional liability insurance in the amount of \$1,000,000.00.

**Tab 3** SPIN Number:

The Service Provider must provide the SPIN number (and the legal name associated with that SPIN number) under which it will provide and contract for services subject to this RFP.

**Tab 4** FCC Registration Number:

The Service Provider must provide its FCC Registration Number.

**Tab 5** Eligible Telecommunications Carrier

Service Provider must certify that they are an Eligible Telecommunications Carrier as defined by the Federal Communication Commission.

**B. General Evaluation Requirements**

The criteria below weighted as indicated will be used to evaluate the Proposals.

<b>Criteria</b>	<b>Weight</b>
Cost Information (of E-rate eligible goods and/or services proposed.) [Cost Model # 1 only.]	35%
Expertise and Demonstrated Ability to Meet Requirements	25%
Capacity	20%
E-rate Experience	10%
Other E-rate Information	10%
<b>TOTAL</b>	<b>100%</b>

**Cost Information:**

**Tab A** Cost Proposal Worksheet

Complete the Cost Proposal Worksheet. Failure to fill this form out completely, or amending this form, may result in rejection of the RFP Proposal.

Pricing for both the initial bandwidth and possible expansion bandwidth options must be provided. Only Cost Model 1 will be used for the purpose of evaluation.

**Expertise and Demonstrated Ability to Meet Requirements:**

**Tab B** Description of Services

Describe the proposed services in response to Section VI.

**Tab C** Implementation Plan

Describe the Service Provider's plan to ensure that services will be fully operational on July 1, 2012, including any material activities that the Service Provider believes may be necessary, e.g. testing, cutover, licensing. Also include any other activities that may be required to transfer services from an existing provider such that services will be fully operational on July 1, 2012.

If the Service Provider believes that any DDL resources are required to ensure timely delivery of the services being proposed, the Service Provider must list those required resources with specificity as indicated in Section VIII(D)(5)(ii). Acceptance of resource requirements is at the sole discretion of DDL. DDL will not accept any resource requirements not specifically listed in the Service Provider's Proposal.

While preparatory activities may begin as necessary after contract execution to ensure a July 1, 2012, service start date, DDL will pay only for the delivery of services beginning on July 1, 2012.

**Capacity:**

**Tab D** Service Provider Information

Provide information to support why the Service Provider believes it has adequate financial and operational capability to provide the services subject of this RFP. Please describe:

- The Service Provider's business organization.
- The Service Provider's financial stability.
- Information on whether the Service Provider has filed for bankruptcy in past 5 years or is planning to do so.
- Information on whether the Service Provider has merged with or been acquired by another Service Provider within the last 5 years or is currently planning a merger or acquisition.
- Description of like services provided to entities of comparable or greater in size to DDL and the number of years services have been successfully provided.
- Describe the Service Provider's capacity to ensure services will be fully operational on July 1, 2012, taking into consideration all other commitments of the Service Provider.

**Tab E** Customer Satisfaction

Describe the Service Provider's approach to customer service. Please include designated contacts, available hours, and the Service Provider's process for escalation of issues concerning ordering services, service delivery, invoicing of services and E-rate-related issues.

**Tab F** References

Provide at least three client references clients including the names of the individual(s) you would propose DDL contact, together with phone numbers, email addresses, and company names and mailing addresses. Use Attachment 5 to provide references.

DDL reserves the right to contact or visit any party not listed as a reference that has previously used or is presently using similar products or services as offered in the Service Provider's RFP Proposal. DDL also reserves the right to use other sources to obtain or verify information about the proposed products and services.

**E-rate Experience:**

**Tab G** E-rate Experience

Provide information to support the Service Provider's familiarity with and success in the E-rate program:

- Describe how long the Service Provider has participated in the E-rate program.

- Describe the approximate number of FRNs for which the Service Provider has provided service for the past three years.
- Describe the approximate amounts of the aforementioned FRNs for the past three years.
- Describe the Service Provider's experience with E-rate audits.
- Describe funding requests on hold due to action or inaction of the Service Provider.
- Describe funding requests that were denied due to action or inaction of the Service Provider.
- Describe any situation in which the FCC has determined that the Service Provider must repay funds.
- Describe steps the Service Provider takes to stay abreast of changes to the E-rate program and FCC rules.

**Other E-rate Information:**

**Tab H** Red Light Status

Provide information regarding any point at which the Service Provider was placed on "red light" status either currently or at any time during the prior three E-rate funding years.

**Tab I** Debarment Status

Please copy the following certification in its entirety and respond to it in Tab I:

I certify that neither the Service Provider or its principals; its subcontractors or their principals are or have been suspended or debarred from the E-rate program.

Yes

No (if no, please explain)

**Tab J** Free Services

Please copy the following certification in its entirety and respond to it in Tab J:

I certify that either (1) there are no free products or services offered in conjunction with this proposal; or (2) that any free products or services provided as part of its Proposal have been identified and the value of the free products or services associated with them has been listed in this Tab J and noted on the Cost Proposal Worksheet.

Yes

No (if no, please explain)

**Tab K** Duplication of Service

Please copy the following certification in its entirety and respond to it in Tab K:

I certify that the Service Provider's Proposal does not contain any duplication of service.

Yes

No (if no, please explain)

**The following tabs are not part of the General Evaluation criteria listed above.**

**Tab L** Exceptions to the State's Contract Terms and Conditions

The Service Provider must list all exceptions to the State's Contract Terms and Conditions and any additional contract terms and conditions proposed by the Service Provider. Such terms or conditions must be set forth with specificity. Reference to extraneous documents will not suffice. Use Attachment 3 to list exceptions.

The State reserves the right to deny any and all exceptions to the State's Contract Terms and Condition and any exceptions taken to the requirements set forth in this RFP.

Any contract terms or conditions proposed by the Service Provider not set forth in its Proposal will not be negotiated or accepted.

**Tab M** Designation of Information as "Confidential" or "Proprietary"  
Use Attachment 4 to provide Confidential or Proprietary Information as set forth in Section VIII(B)(11).

**Tab N** Use Tab N to place all other Attachments.

**VIII. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Obtaining Copies of the RFP**

This RFP is available in electronic form only through the State of Delaware Procurement website at <http://bids.delaware.gov>. Paper copies of this RFP will not be available.

**2. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

**3. Assistance to Service Providers with a Disability**

Service providers 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 questions 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 Service Provider. Service Providers should rely only on written answers issued as set forth in Section VIII(B)(13)(a).

**State Contract Procurement Administrator  
Government Support Services  
100 Enterprise Place, Suite # 4  
Dover, Delaware 19904  
[pete.teague@state.de.us](mailto:pete.teague@state.de.us)**

**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 service providers' responses. Bidders shall not contact 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. Service Providers directly contacting State of Delaware employees about this RFP shall be eliminated 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.

**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 Service Provider who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

## **B. RFP Submissions**

### **1. Acknowledgement of Understanding of Terms**

By submitting a bid, each service provider 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. The Service Provider must submit one original Proposal clearly marked as such with wet signature, 4 paper copies and 1 electronic copy on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM EST on February 20, 2012**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State Contract Procurement Administrator  
RFP # STA 12\_13-RFY\_E-Rate  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **2:00 PM EST on February 20, 2012**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing Service Provider bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Service Provider proposals, each Service Provider 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 service providers 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 Service Provider associated with any aspect of responding to this solicitation.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder for at least 90 days from the proposal response due date. 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, service provider 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 only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Service Provider.

There will be no public opening of proposals but a public log will be kept of the names of all service provider organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing service providers prior to contract award.

**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 Service Providers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal.

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

**11. Confidentiality of Documents**

All documents submitted as part of the Service Provider's proposal will be deemed confidential during the evaluation process. Service Provider 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 service provider's information to a competing service provider prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law,

all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Service Providers are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

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

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

## **12. Sub-Contracting**

The Service Provider selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, the selected Service Provider assumes 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. The Service Provider shall be wholly responsible for the entire contract performance whether or not subcontracts are used. Any subcontractors must be approved by State of Delaware.

## **13. Discrepancies and Omissions**

Service Provider 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 Service Provider. Should Service Provider find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Service Provider shall notify the State of Delaware's Designated Contact, in writing, by the Deadline for Questions provided in Section I. This will allow issuance of any necessary addenda.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, by the Deadline for Questions provided in Section I.

### **a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at <http://bids.delaware.gov>. The anticipated Date for Question

Responses is February 2, 2012. Service Providers' names will be removed from questions in the responses released. Questions must be submitted in the following format. Deviations from this format will not be accepted.

Page number

Section number

Paragraph number

Text of passage being questioned

Question

Questions shall be submitted electronically to the email address provided in the contact information in Section VIII(A)(4). Questions shall be formatted in Microsoft Word.

**14. 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 the Service Provider'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.

**15. 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 Service Provider.

This RFP does not constitute an offer by the State of Delaware. The commencement of negotiations does not 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.

**16. Notification of Withdrawal of Proposal**

Service Provider 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.

**17. 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 <http://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.

**19. Exceptions to the RFP**

Any exceptions to the requirements set forth in this RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal in Tab L. Acceptance of exceptions is within the sole discretion of the State.

**20. 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 Service Provider for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, or not to award a contract, as a result of this RFP.

Notice in writing to a Service Provider of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no service provider will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After review 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 Service Provider 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 service provider who submits the lowest bid or the service provider who receives the highest total point score. The State will attempt to negotiate with the highest scoring proposer and, if unsuccessful, then to the next highest ranking proposer. The award is subject to the appropriate State of Delaware approvals.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative and qualitative criteria.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of service providers. Service Providers 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 service providers meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team shall, after evaluating proposals, make a recommendation regarding the award to the Director, Delaware Division of Libraries, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful Service Provider in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Service Provider’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.

a. **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:

<b>Criteria</b>	<b>Weight</b>
Cost Information (of E-rate eligible goods and/or services proposed.) [Cost Model # 1 only.]	35%
Expertise and Demonstrated Ability to Meet Requirements	25%
Capacity	20%
E-rate Experience	10%
Other E-rate Information	10%
<b>TOTAL</b>	<b>100%</b>

**3. Proposal Clarification**

The Evaluation Team may contact any Service Provider 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 Service Provider, whether or not included in the Service Provider’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 Service Provider personnel. If the Service Provider 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**

Selected Service Providers may be invited to make oral presentations to the Evaluation Team. The Service Provider's 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 Service Provider's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the Service Provider's responsibility.

**D. Contract Terms and Conditions**

**1. General Information**

- a. It is anticipated that the contract resulting from this RFP will be for a period of 1 year, with the option to extend for up to 2 additional one-year terms.
- b. The selected Service Provider 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. Service Providers will be required to sign the contract for all services, and may be required to sign additional agreements. The successful Service Provider agrees to enter into a contract prepared by the State. Under no circumstances, will the State sign any Service Provider contract or document.
- c. The selected Service Provider will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. This RFP and the selected Service Provider's response to this RFP will be incorporated as part of any formal contract.
- d. No Service Provider is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful Service Provider.
- e. If the Service Provider 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 Service Provider. Such Service Provider shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**2. Collusion or Fraud**

Any evidence of agreement or collusion among Service Provider and prospective service providers acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such service providers void.

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

provider did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the service provider's proposal preparation.

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

### **3. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Service Providers 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 Service Provider 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.

### **4. Solicitation of State Employees**

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

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

### **5. General Contract Terms**

#### **a. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties.

Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such

employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

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

**b. Non-Appropriation**

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

**c. Licenses and Permits**

In performance of the contract, the Service Provider 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 Service Provider. The Service Provider 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 Service Provider 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 Service Provider to applicable fines and/or interest penalties.

**d. Notice**

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

**Director, Delaware Division of Libraries  
121 Duke of York Street  
Dover, DE 19901**

**e. Indemnification**

**1. General Indemnification.**

By submitting a proposal, the proposing Service Provider 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 Service Provider's, its agents' and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

Service Provider 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 Service Provider in writing and Service Provider shall defend such claim, suit or action at Service Provider’s expense, and Service Provider 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 Service Provider (collectively “Products”) is or in Service Provider’s reasonable judgment is likely to be, held to constitute an infringing product, Service Provider 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.

**f. Insurance**

- 1. Service Provider 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 Service Provider’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 Service Provider in their negligent performance under this contract.
- 2. The Service Provider 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 Service Provider is an independent contractor and is not an employee of the State of Delaware.
- 3. During the term of this contract, the Service Provider shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful Service Provider must carry (a) and at least one of (b), (c), or (d), above, depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the Service Provider shall, in addition to the above coverage's, secure at its own expense the following coverage:

e.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f.	Automotive Property Damage (to others)	\$ 25,000

4. The Service Provider shall provide a certificate of insurance as proof that the Service Provider has the required insurance.

**g. Performance Requirements**

The selected Service Provider 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.

**h. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Cost Proposal Worksheet. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware.

**i. Penalties**

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

**j. Termination for Cause.**

If for any reasons, or through any cause, the Service Provider fails to fulfil in timely and proper manner his obligations under the contract, or if the Service Provider violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Service Provider 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 Service Provider under the contract shall, at the option of the State of Delaware, become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such documents and other materials which is useable to the State of Delaware.

**k. Termination for Convenience**

The State of Delaware may terminate the 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, maps, models, photographs and reports or other material prepared by the Service Provider under the contract shall, at the option of the State of Delaware, become its property, and the Service Provider shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

If the contract is terminated by the State of Delaware as so provided, the Service Provider will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Service Provider as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Service Provider shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Service Provider during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract. The State will not pay any penalties associated with early termination of contract.

**l. Non-discrimination**

In performing the services subject to this RFP the Service Provider will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful Service Provider 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.

**m. Covenant against Contingent Fees**

The successful Service Provider 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 Service Provider 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.

**n. Service Provider 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 Service Provider. The Service Provider 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.

**o. Work Product**

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

**p. Contract Documents**

The RFP, the Service Provider's proposal response, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful Service Provider shall constitute the contract between the State of Delaware and the Service Provider. 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, Service Provider'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 Service Provider.

**q. Applicable Law**

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

In submitting a proposal, Service Providers 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 Service Provider 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 Service Provider in default.

The selected Service Provider 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.

**r. 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.

**s. Other General Conditions**

- 1) Any services, lines, additional equipment, etc. added during the course of this contract must be coterminous with (or end the same time as) this contract, including any extensions thereto.
- 2) This proposal shall provide the incremental costs to add a new site using the final contract pricing structure.
- 3) DDL will award contracts without any guarantee, implied or otherwise, of the level of business any Service Provider will receive.
- 4) DDL reserves the right to make service substitutions as allowed for under the E-rate program provided such substitutions are allowed by the procurement laws, rules and regulations under which DDL operates.
- 5) DDL reserves the right to change a Service Provider if there is a legitimate reason to do so (e.g., the Service Provider's breach of contract or the Service Provider's inability to perform).
- 6) DDL will not agree to any disclaimers or limitations of liability.
- 7) DDL in its sole discretion reserves the right to postpone delivery of goods and/or services under this contract until USAC makes a Funding Commitment or to terminate this contract without future liability in the event USAC denies a Funding Commitment.
- 8) The Service Provider is required to provide DDL with reasonably monthly, quarterly or yearly reports regarding services in a form and format mutually agreed upon.
- 9) The Service Provider shall invoice according to the terms set forth in the RFP subject of these services.
- 10) DDL will not be responsible for any charges not specifically set forth in the Service Provider's Proposal. Even if listed in the Service Provider's Proposal, there are certain non-mandatory charges that DDL will not pay. These include charges for which DDL is exempt (such as Federal Excise Taxes) and any other taxes, fees, or other non-mandatory charges (such as Regulatory Cost Recovery Fees).
- 11) The Service Provider shall comply with applicable requirements regarding document retention, production of records, and audits currently set forth in 47 C.F.R. § 54.516. The Service Provider shall also assume responsibility for its subcontractors' compliance with the same. The Service Provider and its subcontractors shall maintain documents subject to the aforementioned requirements for the longer of a period of seven years after receipt of final payment under this Contract or five years from the last date to receive service.
- 12) DDL must provide written consent before the Service Provider or its subcontractors release confidential information to any auditor, reviewer, or other representative.
- 13) The Service Provider shall not be relieved of any liability for damages sustained by DDL by virtue of any breach of the contract by the Service Provider, and DDL may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to DDL from the Service Provider is determined.

- 14) Notices to either party shall be sent by Certified or Registered mail to the signatories on the contract.
- 15) Should the Service Provider, its principles, agents or employees act in violation of the FCC's policy regarding gifts, and should DDL be denied funding on a funding request as a result of the aforementioned action, the Service Provider shall be liable for liquidated damages in the amount of DDL's discounted portion on each of the funding requests so denied.
- 16) The Service Provider shall comply with all applicable FCC rules, Orders, and guidance which govern the E-rate program. Notwithstanding any other remedies at law or equity, in the event the Service Provider acts or fails to act in such a way that causes DDL to lose E-rate funding, the Service Provider shall be liable to DDL for the amount of denied, reduced or adjusted funding. Additionally, the Service Provider shall be liable to DDL for legal or consulting fees DDL incurs to ensure compliance with the E-rate program; to respond to the FCC or USAC directives; or to pursue an appeal.
- 17) If the Service Provider believes that any resources from DDL are required related to the services being proposed, the Service Provider must list those required resources with specificity in Section VIII(B), Tab C. Acceptance of resource requirements is at the sole discretion of DDL. DDL will not accept any resource requirements not specifically listed in the Service Provider's Proposal.
- 18) Should DDL become dissatisfied with any of the Service Provider's personnel assigned to work on DDL's account, DDL may request a replacement. The Service Provider shall replace the personnel with no additional charges to DDL.
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) Status Reporting – The selected Service Provider 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.
- 24) Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

25) 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.

26) Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## **E. RFP Miscellaneous Information**

### **1. No Press Releases or Public Disclosure**

Service Providers may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, 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 RFP or resulting contract shall require the prior express written permission of the Director, Delaware Division of Libraries.

### **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. Service Providers 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.

## Exhibit A: Handoff Locations

<b>Library Site Location Name</b>	<b>Address</b>	<b>Floor</b>	<b>Room Number (or equivalent)</b>	<b>Library Connecting Electronics</b>
Appoquinimink Public Library	118 Silver Lake Rd., Middletown, DE 19709	1st	Telecom closet	Cisco 2921
Bear Library	101 Governor's Pl., Bear, DE 19701	1st	Telecom closet	Cisco 2921
Brandywine Hundred	1300 Foulk Rd., Wilmington, DE 19803	1st	Telecom closet	Cisco 2921
Bridgeville Public Library	600 South Cannon Street, Bridgeville, DE 19933	1st	Telecom closet	Cisco 2921
Claymont Public Library	3303 Green. St., Claymont, DE 19703	1st	Telecom closet	Cisco 2921
Corbit Calloway Mem Library	115 High St., Odessa, DE 19730	1st	Telecom closet	Cisco 2921
Delaware City Library	250 Fifth Street, Delaware City, DE 19706	1st	Telecom closet	Cisco 2921
Delaware Division of Libraries – Silver Lake Center	801 Silver Lake Rd., Dover, DE 19901	1st	Telecom closet	Cisco 4503

<b>Library Site Location Name</b>	<b>Address</b>	<b>Floor</b>	<b>Room Number (or equivalent)</b>	<b>Library Connecting Electronics</b>
Delaware Division of Libraries	121 Duke of York St., Dover, DE 19901	Basement	Telecom closet	Cisco 4503
Delmar Public Library	101 N. Bi-State Blvd., Delmar, DE 19940	1st	Telecom closet	Cisco 2921
Dover Public Library	45 S. State St., Dover, DE 19901	Basement	Telecom closet	Cisco 2921
Elsmere Public Library	30 Spruce Ave, Elsmere, DE 19805	1st	Telecom closet	Cisco 2921
Frankford Public Library	8 Main Street, Frankford, DE 19945	1st	Telecom closet	Cisco 2921
Garfield Park Public Library	26 Karlyn Drive, New Castle, DE 19720	1st	Telecom closet	Cisco 2921
Georgetown Public Library	123 West Pine St., Georgetown, DE 19947	1st	Telecom closet	Cisco 2921
Greenwood Public Library	100 Mill Street, Greenwood, DE 19950	1st	Telecom closet	Cisco 2921
Harrington Public Library	110 E. Center St., Harrington, DE 19952	1st	Telecom closet	Cisco 2921
Hockessin Public Library	1023 Valley Road., Hockessin, DE 19707	1st	Telecom closet	Cisco 2921
Kent County Library	497 South Red Haven Lane, Dover, DE 19901	1st	Telecom closet	Cisco 2921
Kirkwood Highway Library	6000 Kirkwood Hwy., Wilmington, DE 19808	1st	Telecom closet	Cisco 2921
Laurel Public Library	101 E. 4 <sup>th</sup> St., Laurel, DE 19956	Basement	Telecom closet	Cisco 2921

<b>Library Site Location Name</b>	<b>Address</b>	<b>Floor</b>	<b>Room Number (or equivalent)</b>	<b>Library Connecting Electronics</b>
Lewes Public Library	111 Adams St., Lewes, DE 19958	1st	Telecom closet	Cisco 2921
Milford District Free Public Library	11 SE Front St., Milford, DE 19963	Basement	Telecom closet	Cisco 2921
Millsboro Public Library	217 W. State St., Millsboro, DE 19966	Basement	Telecom closet	Cisco 2921
Milton Public Library	121 Union St., Milton, DE 19968	1st	Telecom closet	Cisco 2921
New Castle Public Library	424 Delaware St., New Castle, DE 19720	Basement	Telecom closet	Cisco 2921
Newark Free Library	750 Library Ave., Newark, DE 19711	1st	Telecom closet	Cisco 2921
Rehoboth Beach Public Library	226 Rehoboth Ave., Rehoboth Beach, DE 19971	1st	Telecom closet	Cisco 2921
Seaford District Library	600 N. Market St. Extended, Seaford, DE 19973	1st	Telecom closet	Cisco 2921
Selbyville Public Library	11 Main & McCabe Sts., Selbyville, DE 19975	1st	Telecom closet	Cisco 2921
Smyrna Public Library	107 South Main St., Smyrna, DE 19977	1st	Telecom closet	Cisco 2921
South Coastal Library	43 Kent Ave., Bethany Beach, DE 19930	1st	Telecom closet	Cisco 2921
Sussex Co Dept of Libraries	22215 Dupont Boulevard Georgetown, DE 19947	Basement	Telecom closet	Cisco 4503

<b>Library Site Location Name</b>	<b>Address</b>	<b>Floor</b>	<b>Room Number (or equivalent)</b>	<b>Library Connecting Electronics</b>
Wilmington Institute Library	10 East 10 <sup>th</sup> Street, Wilmington, DE 19801	Basement	Telecom closet	Cisco 2921
Wilmington North Branch	3400 North Market St., Wilmington, DE 19802	1st	Telecom closet	Cisco 2921
Woodlawn Branch Library	2020 West 9 <sup>th</sup> Street, Wilmington, DE 19805	1st	Telecom closet	Cisco 2921

## **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 Vendors.

A Usage Report (Attachment 7) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in 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 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2<sup>nd</sup> Tier report is found in Attachment 9.

2nd tier reports (Attachment 8) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at [http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe\\_liaisons.xls](http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls) and the OMWBE at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (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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NO PROPOSAL REPLY FORM

**CONTRACT # RFP # STA 12\_13-RFY\_E-Rate CONTRACT TITLE: Leased Digital Transmission Services**

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

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

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

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

\_\_\_\_\_  
SIGNATURE

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

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

CONTRACT NO.: RFP # STA 12\_13-RFY\_E-Rate

TITLE: Leased Digital Transmission Services

Attachment 2

OPENING DATE: 2PM February 20, 2012

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, Issuing Agency

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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, Department of State, and Division of Libraries.

COMPANY NAME \_\_\_\_\_ Check one)
Corporation
Partnership
Individual

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 \_\_\_\_\_

Table with 3 columns: Women Business Enterprise (WBE), Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (WBE). Each column has Yes/No options and a (circle one) instruction.

[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 BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

STATE OF DELAWARE

Issuing Agency Name

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_



STATE OF DELAWARE  
Issuing Agency Name



CONTRACT NO. RFP # STA 12\_13-RFY\_E-Rate

Contract Name Leased Digital Transmission Services

## **Business References**

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

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

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

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE 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	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor





STATE OF DELAWARE  
Issuing Agency Name

**ATTACHMENT 9**

**Insert most recent OMWBE Certification Application found here:**

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

## State of Delaware

**Office of Minority and Women Business Enterprise**

**Certification Application**



**Complete application and send via email, fax or mail to:**

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302)  
677-7086

Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)

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

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>