



REQUEST FOR PROPOSALS (RFP) - ADDENDUM 1

RFP Number: DTI230047-INTERNET
INTERNET SERVICE PROVIDER

The following items will be stricken from this RFP:

1. Appendix C, pg. 56, Section 25.j. – Language pertaining to the mask and vaccination policies that were in effect during COVID are no longer relevant.



Delaware Department of Technology and Information

REQUEST FOR PROPOSALS (RFP)

RFP Number: DTI230047-INTERNET

INTERNET SERVICE PROVIDER

Submission Due Date/Time: January 3, 2024 at 2:00 P.M.

Local Time

Five (5) year term with five (5) possible one (1) year extensions.

Multiple agreements may be awarded from this solicitation.

29 Del. C. § 6981 and § 6982(b)

A. PROJECT INFORMATION

This Request for Proposal (RFP) issued by the Delaware Department of Technology and Information (DTI) is for the purpose of acquiring proposals from interested firms to provide professional services from qualified vendors as an Internet Service Provider.

DTI is not interested in a fully customized solution and will not consider such offers. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

B. PROJECT DESCRIPTION

The State of Delaware is seeking Internet Service Providers to provide internet access for our datacenters. We desire 100gbs fiber interface connectivity with a 60gbs commit rate at our two (2) primary locations to enable peering via BGP to the State's ASN.

C. PROJECT REQUIREMENTS

1. Types of Service

Suppliers must submit prices for all equipment and unlimited, unmetered Internet Access via the high-speed connections selected by the State of Delaware, Department of Technology and Information.

2. Internet Connection

- a. Internet access should be supplied to the data centers located at:
 - i. Biggs Building 1901 N Dupont Hwy, New Castle, DE
 - ii. 801 Silver Lake Blvd, Dover, Delaware
- b. The State requests Single Mode fiber with 100 Gigabit hand-offs and a minimum of 60 Gigabit commit rate at each location. The single mode fiber hand-off should connect directly to an ISP backbone router; however, Suppliers may propose other alternatives if they feel it will be advantageous for the state.
- c. *Suppliers responding shall ensure that each data center connection be wholly isolated from telecommunications and/ or systems associated with the connections to the other data centers listed in this RFP such that any common failure points have been eliminated.
- d. For the purposes of evaluation for this RFP, Suppliers must provide service records for a three month period prior to the release date of this RFP, detailing any service outages, their type, duration and severity. In addition, Suppliers must furnish reports detailing usage and average response times for each hour of the day based upon data from this same period.

3. Standard Practices

With respect to work provided to or conducted for the state by a Supplier, the Supplier(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The Supplier(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The Supplier(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies and standards promulgated by DTI published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a Supplier(s) does not conform to State policies, standards or general practices, the Supplier(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

4. Customer Service and Support

Since the majority of clients provided Internet access through this RFP will be State organizations including schools, it is imperative that access to the

Internet be as uninterrupted as possible. Should any service loss of problems occur, a service representative of the ISP should be available immediately to begin work on resolving the problem. The Supplier shall have available one or more individuals to the client as a full-time customer service representative for the duration of the contract. These individuals shall be dedicated to providing services under the contract which include, but are not limited to operational and billing problem resolution, product and technical information, etc.

5. Provider Infrastructure Qualifications

- a. The proposal submitted must qualify by providing connection(s) as a Tier 1 or 2 Internet Service Provider. Suppliers should include the ISP's definition and understanding of a Tier 1 or 2 Internet provider. Specific information describing peering points, bandwidth capacities, the ISP's definition of peering and additional major ISP network connections is requested. For reference, the State's definition of a Tier One ISP is as follows:
 - i. A Tier 1 backbone provider operates a global and/or national Internet network with a capacity of at least 100Gigabit carrying traffic that is exchanged at various public National Access Points (NAPs) and through private peering arrangements with other Tier 1 providers. A Tier 1 backbone must also maintain a Network Operations Center (NOC) 24 hours a day, seven days a week to manage its network.
 - ii. A Tier 2 Network is an Internet service provider who engages in the practice of peering with other networks, but who still purchases IP transit to reach some portion of the Internet. Tier 2 providers are the most common providers on the Internet as it is much easier to purchase transit from a Tier 1 network than it is to peer with them and then attempt into becoming a Tier 1 carrier.
- b. Suppliers must be capable of border gateway protocol (BGP/BGP4), support IPv4 and IPv6 routing. The state will also evaluate any overlying L2 services which may be presented as a result of this agreement.
- c. Suppliers must provide detailed information outlining the facilities utilized by the ISP. In particular please describe the current backbone network, including bandwidth; names of principal suppliers (e.g., interexchange carriers, fiber optic transport providers, etc.). Contracted bandwidth must be guaranteed across the provider's network. A

network diagram detailing this information would be helpful. Infrastructure preference will be given to providers who can demonstrate, through the use of network diagrams and other material, detail regarding route diversity and bandwidth. Include the ISP's method of redundancy to be provided for the State connection, details of the hardware and software used to restore a failure of the primary connection, proof that the restoration could be done without human intervention and the amount of time that restoration would take. Internet connectivity must be established in such a way that service is not relying on a single point or path.

6. Trouble Response/Coordination

The Supplier must provide a single point of access or problem reporting and system maintenance that should be accessible 24 hours a day, 7 days a week and staffed at minimum from 8A.M. through 5 P.M. Monday through Friday. The Supplier must respond to trouble reports within 5 minutes of notification by telephone. The Department of Technology and Information will list three individuals that will have the authority to escalate trouble reports within the ISP. Escalated trouble reports will require immediate response from the ISP. For the purposes of definition, a "response" is considered to be the actual physical process of resolving the problem and not merely the process of taking the report for later action. A verbal report of trouble clearance shall be furnished to the client as soon as possible, but a minimum of within 30 minutes of the trouble clearance.

7. Network Reliability and Security

- a. The Supplier must ensure the reliability and security of the services. Any advanced security features provided within the backbone of the network should be identified by the ISP service.
- b. The ISP must guarantee that all client accounts will remain secure and inviolate.
- c. Downtime for the ISP services should not exceed 2 continuous hours in a 24-hour period due to failure of ISP equipment, software of the ISP connection to the Internet. Repeated instances of downtime on the part of the ISP can result in the client terminating this contract without penalty prior to the expiration date.
- d. State the Service Level in terms of uptime percentage per month that is guaranteed to the State of Delaware. Failure to maintain the agreed uptime level can result in termination of this contract.

8. Confidentiality and Data Integrity

- a. The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.
- b. The Supplier is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, attached, and made a part of this RFP. Supplier employees, individually, may be required to sign the statement prior to beginning any work.

9. Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at <http://www.sans.org/critical-security-controls/> for your review. The Supplier is guaranteeing that any systems or software provided by the Supplier are free of the vulnerabilities listed in that document.

10. Universal Service Fund E-Rate Program

- a. The FCC empowered the Universal Service Administrative Company (USAC) to administer the E-Rate program. A division within USAC known as the Schools and Libraries Division (SLD) now administers the program known as E-Rate. Schools and libraries must apply for eligible services, from eligible service providers, every year. The eligible services fall into one of two categories:
 - i. Category One: Data Transmission Services and Internet Access, and Voice Services

- ii. Category Two: Internal Connections, Managed Internal Broadband Services, and Basic Maintenance of Internal Connections
- b. All services and products requested in this RFP will be made available to State Agencies, Public Schools and Public Libraries. Proposals must meet all E-Rate guidelines for eligible services and products, service providers, and contracts.
 - i. A supplier's failure to prove eligibility for E-Rate will eliminate them from consideration for these contracts.
 - ii. A supplier's failure to commit to all required participation guidelines will eliminate them from consideration.
- c. No price increases may occur during the period of this contract. However, price decreases will be acceptable upon mutual agreement of both parties.
- d. Supplier Requirements for participation include certain qualifications to be eligible to provide products/services and receive USAC reimbursement.
 - i. File an FCC Form 498, Service Provider Information Form
 - ii. Obtain a Service Provider Identification Number (SPIN) through the Form 498
 - iii. File an FCC Form 473, Service Provider Annual Certification (SPAC) on an annual basis
 - iv. File an FCC Form 499-A, Service Provider Annual Telecommunications Reporting Worksheet
 - v. By submitting a bid, you are certifying that your Company is in compliance with FCC Order FCC 19-121, which bars the use of USF subsidies to fund equipment, components, and services from "covered" companies deemed to be a national security risk.
- e. Red Light Rule: The FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Commission. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) and no invoices will be paid.
- f. Service Provider Responsibilities:
 - i. Provide as part of the RFP response, the name, phone number, fax number, and e-mail address of the person responsible for

- E-Rate within the Service Provider's company.
- ii. Provide, as part of the RFP response, the Service Provider's SPIN.
 - iii. Maintain the Service Provider Annual Certification (SPAC) Form.
 - iv. Notify the State in the event the Service Provider has been subjected to the Red Light Rule.
 - v. Ensure, to the best of the Service Provider's ability, that all services for which E-Rate discount is sought are indeed eligible services as described in the current year's Eligible Services List:
<https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>
 - vi. Abide by all E-Rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For complete program overview, please visit <http://www.usac.org/sl/>
- g. E-Rate Funding: SLD generally is unable to issue Funding Commitment Decision Letters (FCDL) before the July 1st start date of the current year. Suppliers should detail costs related to USF and E-Rate. Information provided should specifically detail the supplier's intent to either absorb all related costs or pass these charges to the applicant.
- i. The E-Rate funding year starts July 1st and ends June 30th of the following year.
 - ii. Proposals should detail all costs related to the Vendor's service.
 - iii. Failure to detail these costs will prevent the Supplier from having the opportunity to pass these charges to the applicant.
 - iv. Offeror must omit any State Tax from their submissions since all Delaware State Agencies, Public Schools and Public Charters are exempt from paying State Taxes.
 - v. All respondents will verify their familiarity with Federal and State statutory and regulatory requirements regarding the provision of telecommunications services in accordance with the Universal Service Administrative Company and the Schools & Libraries Division as it relates to the provisions of the E-Rate Program.
 - vi. Bidders must adhere to the E-rate Program rules regarding Lowest Corresponding Price. See: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

11. Service Response Times

Vendors are required to submit their Service Level Agreements (SLAs) for all proposed services.

12. Definitions

- a. DTI – Department of Technology and Information
- b. ISP – Internet Service Provider

D. QUESTIONS

Written requests for clarification of the RFP are to be submitted in the Q/A section of the project listing in the DTI Procurement Portal found here <https://dti.bonfirehub.com/portal>. If you would like to verify receipt of your question(s), or have issues submitting within the portal, contact DTI_Vendorservices@delaware.gov. The Department's response to questions will be posted, according to the procurement schedule, under the project listing in the DTI Procurement Portal and to the State of Delaware Bid Solicitation Directory Website: <https://mmp.delaware.gov/Bids/>. Vendor names will be removed from questions in the responses released. Questions should include section number, paragraph number, page number, and text of passage being questioned. Deviations from this format will not be accepted.

E. PROCUREMENT SCHEDULE

Action Item	Date	Time
Deadline for Questions to ensure response:	November 15, 2023	2:00 P.M.
Final Response to Questions posted by:	November 29, 2023	2:00 P.M.
Proposals Due by:	January 3, 2024	2:00 P.M.

F. PROPOSAL REQUIREMENTS

Interested firms must submit the material required herein or they will not be considered for award:

1. The Contractor must be registered in the DTI Procurement Portal at or before the time of submission to be considered.
2. Proposals must be received before the Proposal Due Date and Time, as identified

in the Procurement Schedule for this RFP. Responses submitted by hard copy, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.

USB flash drive copies of proposals are to be delivered to:

DTI Procurement Services
RFP: DTI230047-INTERNET
Delaware Department of Technology
801 Silver Lake Blvd.
Dover, DE 19904

Should the office be closed at the time responses are due (such as an unexpected event or inclement weather) the submission due date shall be the following business day, at the time originally scheduled.

3. You must also upload your submission at: <https://dti.bonfirehub.com/portal>

Important Notes:

- a. Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
- b. Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- c. Each submitted item of requested information will only become visible to DTI after the proposal due date and time.
- d. If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- e. Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- f. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
- g. Please feel free to contact DTI Procurement Services directly at DTI_Vendorservices@delaware.gov for technical questions related to your submission. You can also visit the help forum at <https://bonfirehub.zendesk.com/hc>.

4. Submit one (1) original copy of the Proposal. The original must be a .pdf file of the original signed proposal and should be clearly marked “Original” on the first page of the document. Proposals cannot exceed sixty (60) pages excluding Appendix A Pricing Spreadsheet and Appendix B Required Forms.
5. Submit one (1) redacted copy of the Proposal. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as “Redacted” on the first page of the .pdf version of the proposal. The redacted copy is required even if the submission contains no proprietary or confidential information.

Contractors should review Delaware’s Freedom of Information Regulations in Section 10002(l) “Public record” of the Delaware Code, <http://delcode.delaware.gov/title29/c100/index.shtml> to determine what information may be considered proprietary or confidential and may be redacted from their proposal.

6. Pricing Spreadsheet (Appendix A), to include one (1) in .pdf format and one (1) in MS Excel Format. Pricing Spreadsheet copies should be submitted separate from proposal copies. Vendors may also submit a version of this document locked for changes.
7. A Letter of Interest should accompany each proposal to briefly summarize the proposing Contractor’s interest in providing the required services. A paper copy of this Letter shall be included with the USB flash drive of your proposal. The Letter of Interest is limited to four (4) pages and must indicate the following:
 - a. An understanding of the anticipated assignments, services required, and approach to providing the services required.
 - b. Identify the proposed key staff and from what office location they will be working.
 - c. The location, size, and description of the Contractor.
 - d. Confirmation that the vendor shall not store or transfer non-public State of Delaware data outside of the United States.
 - e. Availability of personnel for immediate placement.
 - f. Sub-contractor usage if anticipated. Indicate the percentage of work estimated to be performed by the sub-contractor vs. the prime vendor. Also, indicate if the prime consultant has previously worked with the proposed sub and give a brief example of the previous relationship(s).

8. Staff Qualifications to include:
 - a. Proposed Team: Indicate Name, Position, and approximate percentage of contract cost each member will perform.
 - b. Resumes of Key Personnel Proposed for this Contract; Resume information is limited to eight (8) individuals regardless of affiliation. Each resume is limited to one page.
 - c. Example Projects: Example Projects provided are limited to ten (10) projects. One page for each project.
9. Rating Criteria Support Information Section may be included but must be limited to four (4) pages. This section is expected to cover any information that directly relates to your ability to meet the specific rating criteria cited within the RFP document. Any information beyond this scope will not be considered.

Vendors are encouraged to review the Rating Criteria section of this RFP and provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.
10. Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Appendix A. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. The User Group will not consider personal references.
11. Required certification forms. All Contractors responding to the RFP must complete and return the submission forms located in Appendix A of this document.
12. Agreements for consideration by the State that would require signing as part of purchasing activity must have draft language submitted and approved for the life of contract. This includes but is not limited to License and Service Level Agreements. Any changes to offered agreement language after contract execution is subject to Department approval.
13. Financial information (balance sheets and income statements) for the past three years.

No promotional materials or brochures are to be included as part of the

submission.

G. RATING CRITERIA

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

#	Criteria Description:	Weight
1	Cost of E-rate Eligible Goods and Services (E-Rate Eligible Cost for Program Participants)	30%
2	Technical Capabilities of Vendor's Network	25%
3	Plan for Implementation and Project Management	20%
4	Vendor's Network Support Services	25%
TOTAL :		100 %

H. OVERVIEW OF SELECTION PROCESS

User Group members will individually score each Contractor's submitted proposal which determines individual ranking. The Department's ranking is the combined ranking of all Committee members. Awarded Contractors, in order of ranking, will may have the opportunity to negotiate an agreement with the Department. If the Department cannot reach an agreement with the highest ranked Contractor(s), the Department will may terminate negotiations and begin negotiations with the next highest ranked Contractor, and so on until an agreement is reached. The Department will notify via email the awarded Contractor(s) of the opportunity to enter into an agreement with the Department. This notification also will include information on the next steps for the agreement process.

Rate determination and applicability is subject to audit by the Department. Additionally, candidates should be prepared for the Department to work with your current accounting Contractor to provide information and backup documentation. Full and immediate cooperation is required to avoid delays in execution of an agreement. Failure to cooperate may result in breaking off negotiations and moving to the next ranked Contractor.

User Group membership appointments are confidential.

I. STANDARD TERMS AND CONDITIONS

1. RFP Issuance

- a. Public notice has been provided in accordance with 29 Del. C. [§6981](#).
 - b. This RFP is available in electronic form through the State of Delaware Procurement website at <https://mmp.delaware.gov/Bids/>. Paper copies of this RFP will not be available. All information contained in this RFP has also been uploaded to DTI Internet Form 470# 240000462.
 - c. Contractors 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.
 - d. All requests, questions, or other communications about this RFP shall be made submitted via the DTI Procurement Portal found here: <https://dti.bonfirehub.com/login>. 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 Contractor. Contractors should rely only on written statements issued by the RFP designated contact.
2. The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Contractors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.
 3. Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Contractors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.
 4. 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.
 5. The Proposal User Group reserves the right to disqualify any proposal from a Contractor 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 contracted 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;
- e. Has knowingly failed without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
- f. Has failed to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- g. Has violated ethical standards set out in law or regulation; and
- h. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contracted Contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

6. RFP Submissions

- a. By submitting a bid, each Contractor 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.
- b. Any changes can be made in the DTI Procurement Portal or to DTI_Vendorservices@delaware.gov until the deadline for submission. 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.

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

8. Prices quoted in the proposal shall remain fixed and binding on the bidder at least through contract award. The State of Delaware reserves the right to ask for an extension of time if needed.
9. Proposals received after the specified date and time will not be accepted or considered. Sealed packages with the USB flash drive proposals shall be submitted, plainly marked with the proposal title, Contractor name, and time due. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the Letter of Interest will be date and time stamped upon receipt.

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

10. 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.
11. It is the expectation of the State of Delaware that Contractors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials, and other costs, including the impact of inflation and any economic or other factors that are reasonably predictable.

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

12. The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's

desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure, or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

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

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate file on their USB Flash drive and within the DTI Procurement Portal, labeled “Confidential Business Information” and include the specific RFP number. It must contain a letter from the vendor’s legal counsel describing the documents representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

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

13. Multi-Contractor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “Prime Contractor”. The “Prime Contractor” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all Contractor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the

partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. Further, Contractor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

- a. The State of Delaware expects to negotiate and contract with only the "Prime Contractor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from Contractors who are co-bidding on this RFP. The Prime Contractor will be responsible for the management of all subcontractors.

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under the State's Right to Award Multiple Source Contracting Section of this RFP regarding multiple source contracting.

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

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

- c. A primary Contractor may not participate in more than one proposal in any form. Sub-contracting Contractors may participate in multiple joint venture proposals.
14. Contractor 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 Contractor. Should Contractor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Contractor shall notify the State of Delaware's Designated Contact, in writing, through the DTI Procurement Portal or to of such findings DTI_Vendorservices@delaware.gov at least ten (10) calendar days before the proposal opening submission deadline. This will allow issuance of any necessary addenda. It will also help prevent the opening review of a defective proposal and exposure of Contractor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.
 15. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.
 16. 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 Contractor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.
 17. 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 Contractor.

This RFP does not constitute an offer by the State of Delaware. Contractor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however,

signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more Contractors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.
19. Contractors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Contractors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.
20. The State of Delaware reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.
21. Contractor may modify or withdraw its proposal prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

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

22. If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov and concurrently to DTI Internet Form 470# 240000462. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contracted Contractor, or its agents.

23. Any exceptions to the RFP, or the State of Delaware's terms and conditions, or the State's proposed Agreement template must be recorded on the Exceptions Form located in Appendix B. Acceptance of exceptions is within the sole discretion of the User Group.
24. 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 Contractor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract as a result of this RFP.

Notice in writing to a Contractor of award by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no Contractor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

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

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

Once the contract terms and conditions have been finalized, the Department will award the contract. Remaining vendors will be notified in writing of their selection status after negotiations have been completed.

26. Contractors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**
27. An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Contractors. Contractors are

to provide in a timely manner with any and all information that the State of Delaware may deem necessary to make a decision.

28. The User Group shall be comprised of representatives of the State of Delaware. The User Group shall determine which Contractors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* [§6982\(b\)](#). The Department may negotiate with one or more Contractors during the same period and may, at its discretion, terminate negotiations with any or all Contractors. The User Group shall make a recommendation regarding the award to the Department of Technology and Information, IT Procurement Officer, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful Contractor in the best interests of the State of Delaware.
29. The User Group shall assign up to the maximum number of points for each Rating Criteria to each of the proposing Contractor's proposals. All assignments of points shall be at the sole discretion of the User Group.

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.

The Team reserves the right to the following:

- a. Select for contract or for negotiations a proposal other than that with lowest costs.
- b. 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.
- c. Waive or modify any information, irregularity, or inconsistency in proposals received.
- d. Request modification to proposals from any or all Contractors during the contract review and negotiation.
- e. Negotiate any aspect of the proposal with any Contractor and negotiate with more than one Contractor at the same time.

- f. Select more than one Contractor pursuant to 29 Del. C. §6986. Such selection will be based on the Rating Criteria section found in this RFP.
30. The User Group may contact any Contractor 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.
31. The User Group may contact any customer of the Contractor, whether or not included in the Contractor'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 Contractor personnel. If the Contractor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.
32. After initial scoring and a determination that Contractor(s) are qualified to perform the required services, selected Contractors may be invited to make oral presentations to the User Group. All Contractor(s) selected will be given an opportunity to present to the User Group.

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

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

J. CONTRACT TERMS AND CONDITIONS

1. This contract has transitioned to DTI for management from Government Support Services and is Mandatory Use for all state agencies. Quotes for services are to be requested from that agency's assigned DTI Customer Engagement Specialist and should include a full description of services, quantity, delivery date and location, itemized cost, and contract number. DTI Procurement Services is available for consultation regarding any Service Level Agreements that may be required by

awarded vendors. To initiate consultation agencies can contact DTI_Procurement@delaware.gov.

REF: Title 29, Chapter [9016E](#)(a) Delaware Code. The Department shall establish statewide technology standards for use in the procurement process. Further, if the Department has entered into a statewide contract for technology services or resources, then that contract is mandatory use for state agencies.

2. As a publicly competed contract awarded in compliance with Title 29, Chapter 69 of the Delaware Code, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact Procurement Services at DTI_Procurement@delaware.gov. Final approval for permitting participation in this contract resides with the Department and in no way places any obligation upon the awarded Contractor(s).

1. General Information

- a. The selected Contractor 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. Contractors will be required to sign the contract for all services and may be required to sign additional agreements.
- b. The selected Contractor or Contractors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Contractor's response to this RFP will be incorporated as part of any formal contract.
- c. The State of Delaware's standard contract will most likely be supplemented with the Contractor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- d. No Contractor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The

purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions once it is received by the successful Contractor.

- e. If the Contractor 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 Contractor. Such Contractor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
 - f. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
2. Any evidence of agreement or collusion among Contractor(s) and prospective Contractor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Contractor(s) void.

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

Advance knowledge of information which gives any particular Contractor advantages over any other interested Contractor(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 or providing gratuities shall be strictly prohibited. Contractors 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 Contractor 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, contracted 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. Until contract award, Contractors 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 Contractor, its affiliates, actual or prospective Contractors, or any person acting in concert with Contractor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a Contractor may result in rejection of the Contractor's proposal.

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

5. The State's proposed contract terms can be found in the agreement template made part of this RFP as Appendix C.

Remainder of page intentionally left blank.

APPENDIX A - PRICING SPREADSHEET

- EXCEL SPREADSHEET POSTED SEPERATELY

APPENDIX B - REQUIRED FORMS

The following completed forms are required to be returned with each proposal:

- NON-COLLUSION STATEMENT
- CONFIDENTIAL INFORMATION FORM
- BUSINESS REFERENCES
- SUBCONTRACTOR INFORMATION FORM (if applicable)
- DATA USAGE AGREEMENT
- PROOF OF FCC GREEN LIGHT STATUS
 - o <https://apps.fcc.gov/cores/userLogin.do>
- EXCEPTIONS FORM (if applicable)

APPENDIX C – DTI AGREEMENT TEMPLATE

DTI230047-INTERNET
INTERNET SERVICE PROVIDER

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, Department of Technology and Information.

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

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

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 EIN _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

COMPANY NAME _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

DTI230047-INTERNET
INTERNET SERVICE PROVIDER

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

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

DT1230047-INTERNET
INTERNET SERVICE PROVIDER

BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. The selection committee will not consider personal references. Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

Type of Work Performed:

DTI230047-INTERNET
INTERNET SERVICE PROVIDER

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NUMBER	2. PRIME VENDOR NAME:	3. MAILING ADDRESS
4. SUBCONTRACTOR		
a. NAME	c. COMPANY OSD CLASSIFICATION: CERTIFICATION NUMBER: _____	
b. MAILING ADDRESS:	4d. Women Business Enterprise 4e. Minority Business Enterprise 4f. Disadvantaged Business Enterprise 4g. Veteran Owned Business Enterprise 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor



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

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

Contract/Agreement # _____, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
1	✓	✓	Data Ownership: The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.
2	✓	✓	Data Usage: The PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State's Terms & Conditions Governing Cloud Services policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. No party related to the PROVIDER or contracted by the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.
3	✓	✓	Termination and Suspension of Service: In the event of termination of the contract, PROVIDER shall implement an orderly return of State of Delaware data in CSV, XML, or another mutually agreeable format. The PROVIDER shall guarantee the subsequent secure disposal of State of Delaware data. a) Suspension of services: During any period of suspension, contract negotiation, or disputes, the PROVIDER shall not take any action to intentionally erase any State of Delaware data. b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally erase any State of Delaware data for a period of ninety (90) days after the effective date of the termination. All obligations for protection of State data remain in place and enforceable during this 90-day period. After such 90-day period has expired, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally or contractually prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession. Within this 90-day timeframe, the PROVIDER will continue to secure and back up State of Delaware data covered under the contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. d) Secure Data Disposal: When non-public data is provided by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods after ninety (90) days of the contract termination. The PROVIDER shall provide written certificates of destruction to the State of Delaware.
4			Data Location: The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit



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

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

Contract/Agreement # _____, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
		✓	its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.
5		✓	Encryption: The PROVIDER shall encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the PROVIDER stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest . The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2 , Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the PROVIDER cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Cloud and Offsite Hosting Policy . See section 11.
6		✓	Breach Notification and Recovery: The PROVIDER must notify the State of Delaware at eSecurity@delaware.gov immediately or within 24 hours of any determination of the breach of security as defined in 6 Del. C. §12B-101(2) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. The PROVIDER shall send a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach. The PROVIDER will continue to send any and all reports subsequent to the preliminary written report. The PROVIDER shall meet and confer with representatives of DTI regarding required remedial action in relation to any such data breach without unreasonable delay. If data is not encrypted (<i>see CS3, below</i>), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's Terms and Conditions Governing Cloud Services policy) by PROVIDER or its subcontractors. The PROVIDER will assist and be responsible for all costs to provide notification to persons whose information was breached without unreasonable delay but not later than sixty (60) days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; or 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State will retain all determining authority for breach accountability and responsibility. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless. The PROVIDER shall not issue a media notice without the approval of the State.
7		✓	Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a federally compliant (IRS Pub 1075 2.C.3) criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crimes of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which



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

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

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

Contract/Agreement # _____, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data																						
			incarceration for a minimum of one (1) year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the PROVIDER's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.																					
8		✓	Security Logs and Reports: The PROVIDER shall allow the State of Delaware access to system security logs that affect this engagement, its data, and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.																					
9		✓	Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.																					
10		✓	Contract Audit: The PROVIDER shall allow the State of Delaware to audit conformance including contract terms, system security, and data centers, as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least thirty (30) days advance written notice and shall not unreasonably interfere with the PROVIDER's business. In lieu of performing its own audit, the State may request the results of a third party audit from the PROVIDER or an attestation of compliance.																					
11		✓	Cyber Liability Insurance: An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, prior to execution of a contract, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s). Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount. <table><tr><th>Level</th><th>Number of PII records</th><th>Level of cyber liability insurance required (occurrence = data breach)</th></tr><tr><td>1</td><td>1-10,000</td><td>\$2,000,000 per occurrence</td></tr><tr><td>2</td><td>10,001 – 50,000</td><td>\$3,000,000 per occurrence</td></tr><tr><td>3</td><td>50,001 – 100,000</td><td>\$4,000,000 per occurrence</td></tr><tr><td>4</td><td>100,001 – 500,000</td><td>\$15,000,000 per occurrence</td></tr><tr><td>5</td><td>500,001 – 1,000,000</td><td>\$30,000,000 per occurrence</td></tr><tr><td>6</td><td>1,000,001 – 10,000,000</td><td>\$100,000,000 per occurrence</td></tr></table>	Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)	1	1-10,000	\$2,000,000 per occurrence	2	10,001 – 50,000	\$3,000,000 per occurrence	3	50,001 – 100,000	\$4,000,000 per occurrence	4	100,001 – 500,000	\$15,000,000 per occurrence	5	500,001 – 1,000,000	\$30,000,000 per occurrence	6	1,000,001 – 10,000,000	\$100,000,000 per occurrence
Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)																						
1	1-10,000	\$2,000,000 per occurrence																						
2	10,001 – 50,000	\$3,000,000 per occurrence																						
3	50,001 – 100,000	\$4,000,000 per occurrence																						
4	100,001 – 500,000	\$15,000,000 per occurrence																						
5	500,001 – 1,000,000	\$30,000,000 per occurrence																						
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence																						



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

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

Contract/Agreement # _____, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

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

FOR OFFICIAL
USE ONLY

☐

1-3 (Public Data)

☐

1-11 (Non-Public Data)

Provider Name/Address (print): _____

Provider Authorizing Official Name (print): _____

Provider Authorizing Official Signature: _____

Date: _____



Delaware Department of Technology and Information

Exceptions Form

Agreement Number:

Agreement Title:

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

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

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

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



Delaware Department of Technology and Information

AGREEMENT COVER PAGE

AGREEMENT NUMBER DTI230047-INTERNET

BETWEEN

STATE OF DELAWARE

AND

< INSERT CONTRACTOR FULL NAME >

INTERNET SERVICE PROVIDER

Department Primary Contact:

Lacey Hutchison
IT Procurement Officer

Service Owner:

Robert Lahnemann
Director

Section:

Telecomm Network Services

Contractor Primary Contact:

Name, Title

Contractor Executive Contact:

Name, Title

AGREEMENT NUMBER DTI230047-INTERNET
BETWEEN
STATE OF DELAWARE
AND

< Insert Contractor Full Name >

This Agreement made and the day, month, and year affixed by the signature of the Department of Technology and Information's (DTI) representative by and between the DTI a department created under the laws of the State of Delaware, hereinafter referred to as "Department", and < Insert Contractor Name >, hereinafter referred to as the "Contractor", whose address is < Insert Contractor Street/ mailing address and zip code >.

WHEREAS, the Department desires to obtain internet access for datacenters; and 100gbs fiber interface connectivity with a 60gbs commit rate at our two (2) primary locations to enable peering via BGP to the State's ASN.

WHEREAS, Contractor desires to provide such services to the Department on the terms set forth below;

WHEREAS, the Department and Contractor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

For in the consideration of the premises and mutual agreements herein, Department and Contractor agree as follows:

1. TERM

The initial term of this Agreement shall be for five (5) years from the execution date of this Agreement. Upon mutual consent, the term of this agreement may be extended for five (5) one (1) year periods.

2. SCOPE

- a. Contractor shall perform for the Department the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- b. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (i) this Agreement (including any amendments or modifications thereto); (ii) Department's request for proposals, attached hereto as Attachment A; (iii) Contractor's response to the request for proposals, attached hereto as Attachment B; and (iiii) DTI's Terms and

Conditions Governing Cloud Services and Data Usage Agreement, attached hereto as **Attachment C**.

- c. The Department may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by the Contractor shall be furnished, without the written authorization of the Department. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Agreement, it shall notify the Contractor, who shall then submit to the Department a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price, or the time required by the Contractor for any aspect of its performance under this Agreement. Once approved an Addendum will be issued for the contract stating the changes. Pricing of changes shall be consistent with those established within this Agreement.
- d. The Contractor will not be required to make changes to its scope of work that result in the Contractor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 2 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

3. PAYMENT FOR SERVICES AND EXPENSES

- a. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Department budget and technical review.
- b. The Department will pay the Contractor for the products and services described in **Attachment D, Statement of Work**. The fee will be paid in accordance with the **Price List attached** hereto as part of **Attachment E**.
- c. **Delaware's obligation to pay Vendor for the performance of services described in Attachment F, Contractor's Master Service Agreement (MSA)/Service Level Agreement (SLA). It is expressly understood that the work defined in the appendices to this Agreement must be completed by the Contractor and it shall be the Contractor's responsibility to ensure that services do not exceed the agreed fee. The Department's total liability for all charges for services that may become due under this Agreement is limited to the total maximum**

expenditure(s) authorized in the Department's purchase order(s) to the Contractor. The State will not be liable for any goods or services provided by the vendor prior to the receipt of an approved purchase order.

- d. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DTI230047-INTERNET on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- e. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- f. Contractor shall submit monthly invoices to the Department in sufficient detail to support the services provided during the previous month. The Department agrees to pay those invoices within thirty (30) days of receipt. In the event the Department disputes a portion of an invoice; they agree to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of their position on the disputed portion of the invoice within thirty (30) days of receipt. The Department's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle the Contractor's to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- g. Unless provided otherwise in an Attachment, all expenses incurred in the performance of the services are to be paid by the Contractor. If an Attachment specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- h. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/publications/p510>. Per IRS regulations, all

exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by the Contractor, the Division of Accounting will work with the Department and Contractor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.

- i. The Department shall subtract from any payment made to Contractor all damages, costs and expenses caused by Contractor's negligence, resulting from, or arising out of errors or omissions in Contractor's work products, which have not been previously paid to Contractor.
- j. Invoices shall be submitted electronically to DTI_Fiscal@delaware.gov.

4. RESPONSIBILITIES OF CONTRACTOR

- a. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Contractor, its subcontractors and its and their principals, officers, employees, and agents under this Agreement. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards. Contractor shall be responsible for ensuring that all services, products, and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the DTI published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Contractor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the Department caused by Contractor's failure to ensure compliance with DTI standards.
- b. It shall be the duty of the Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State, and Local statutes, codes, ordinances, resolutions, and other regulations. Contractor will not produce a work product that violates or infringes on any copyright or patent rights. Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- c. Permitted or required approval by the Department of any products or services furnished by Contractor shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of its work. The Department's review, approval, acceptance, or payment for any of Contractor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the

performance of this Agreement, and Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the Department caused by Contractor's performance or failure to perform under this Agreement.

- d. Contractor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Contractor's associates and employees under the personal supervision of the Project Manager.
- e. Designation of persons for each position is subject to review and approval by the Department. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Contractor will notify the Department immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by the Department. If Contractor fails to make a required replacement within thirty (30) days, the Department may terminate this Agreement for default. Upon receipt of written notice from the Department that an employee of Contractor is unsuitable to the Department for good cause, Contractor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- f. Contractor shall furnish to the Department's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- g. Contractor agrees that its officers and employees will cooperate with the Department in the performance of services under this Agreement and will be available for consultation with the Department at such reasonable times with advance notice as to not conflict with their other responsibilities.
- h. Contractor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- i. Contractor will not use the Department's name, either express or implied, in any of its advertising or sales materials without the Department's express written consent.
- j. The rights and remedies of the Department provided for in this Agreement are in addition to any other rights and remedies provided by law.

5. REPORTS

- a. In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The Contractor will

be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this Agreement. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as **Attachment G**.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at DTI_vendorservices@delaware.gov or the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year. Contract spend during the covered periods shall result in a report even if this Participating Addendum has expired by the report due date.

Information on the Delaware Division of Small Business can be found in **Attachment H** of this agreement.

6. STATE RESPONSIBILITIES

- a. In connection with Contractor's provision of the Services, the Department shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- b. The Department agrees that its officers and employees will cooperate with Contractor in the performance of services under this Agreement and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- c. The services performed by Contractor under this Agreement shall be subject to review for compliance with the terms of this Agreement by the Department's designated representatives. Department representatives may delegate any or all responsibilities under the Agreement to appropriate staff members and shall so inform Contractor by written notice before the effective date of each such delegation.
- d. The review comments of the Department's designated representatives may be reported in writing as needed to Contractor. It is understood that the

Department's representatives' review comments do not relieve Contractor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

- e. The Department shall, without charge, furnish to or make available for examination or use by Contractor as it may request, any data which the Department has available, including as examples only and not as a limitation:
 - i. Copies of reports, surveys, records, and other pertinent documents;
 - ii. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.
- f. Contractor shall return any original data provided by the Department.
- g. The Department shall assist Contractor in obtaining data on documents from public officers or agencies and from private citizens and business Contractors whenever such material is necessary for the completion of the services specified by this Agreement.
- h. Contractor will not be responsible for accuracy of information or data supplied by the Department or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- i. The Department agrees not to use Contractor's name, either express or implied, in any of its advertising or sales materials. Contractor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

7. WORK PRODUCT

- a. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Contractor for the Department relating to the services to be performed hereunder shall become the property of the Department and shall be delivered to the Department's designated representative upon completion or termination of this Agreement, whichever comes first. Contractor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by the Department. The Department shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- b. Contractor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with the Department's rights to the materials, information and documents developed in performing the project. Upon final payment, the Department shall have a perpetual, nontransferable, non-exclusive paid-up

right, and license to use, copy, modify and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with the Department. Any and all source code developed in connection with the services provided will be provided to the Department, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

- c. In no event shall Contractor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- d. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Contractor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. The Department's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

8. CONFIDENTIAL INFORMATION

To the extent permissible under 29 Del. C. § 10001, et seq, the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled, or prepared in connection with the performance of this Agreement.

- a. Confidentiality and Data Integrity

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

and Integrity of Data Statement; **Attachment I** attached and made a part of this Participating Addendum. Contractor employees may be required to sign the statement prior to beginning any work.

9. WARRANTY

- a. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- b. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Contractor for the Department in connection with the provision of the Services, Contractor shall pass through or assign to the Department the rights Contractor obtains from the manufacturers and/or Contractors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

10. INDEMNIFICATION; LIMITATION OF LIABILITY

- a. Contractor shall indemnify and hold harmless the State, its agents, and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
 - i. The negligence or other wrongful conduct of the Contractor, its agents, or employees, or
 - ii. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Contractor shall have been notified promptly in writing by the Department of any notice of such claim.
- b. If the Department promptly notifies Contractor in writing of a third-party claim against the Department that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Department. Contractor will not indemnify the Department, however, if the claim of infringement is caused by:
 - i. The Department's misuse or modification of the Deliverable;
 - ii. The Department's failure to use corrections or enhancements made available by Contractor;
 - iii. The Department's use of the Deliverable in combination with any

- product or information not owned or developed by Contractor;
- iv. The Department's distribution, marketing or use for the benefit of third parties of the Deliverable or
- v. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either procure the right for the Department to continue using it, replace it with a non-infringing equivalent, or modify it to make it non-infringing.
- c. The foregoing remedies constitute the Department's sole and exclusive remedies and Contractor's entire liability with respect to infringement.

11. EMPLOYEES

- a. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor the Department's request for specific individuals.
- b. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee, or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee, or independent contractor and with which a party comes into direct contact in the course of the services.
- c. Possession of a Security Clearance, as issued by the Delaware Department Safety and Homeland Security, may be required of any employee of Contractor who will be assigned to this project.

12. INDEPENDENT CONTRACTOR

- a. It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of the Department and shall furnish such services in its own manner and method except as required by this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend, and save the Department harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- b. Contractor acknowledges that Contractor and any subcontractors, agents, or

employees employed by Contractor shall not, under any circumstances, be considered employees of the Department, and that they shall not be entitled to any of the benefits or rights afforded employees of the Department, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The Department will not provide or pay for any liability or medical insurance, retirement contributions, or any other benefits for or on behalf of the Department or any of its officers, employees, or other agents.

- c. Contractor shall be responsible for providing liability insurance for its personnel.
- d. As an independent contractor, Contractor has no authority to bind or commit the Department. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

13. DISPUTE RESOLUTION

- a. At the option of, and in the manner prescribed by the Department, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.
- b. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the Department elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Contract shall be submitted to mediation by a mediator selected by the Department, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Department Director, for final and binding arbitration. The Department reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the

Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits or if Delaware statutory authority mandates a disclosure of associated records. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

14. REMEDIES

Except as otherwise provided in this Agreement, including but not limited to Section 12 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this Agreement, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

15. SUSPENSION

- a. The Department may suspend performance by Contractor under this Contract for such period of time as the Department, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which the Department wishes to suspend. Upon such suspension, the Department shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from Department to resume performance.
- b. In the event the Department suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of thirty (30) days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse Contractor for additional costs occasioned as a result of such suspension of performance by the Department based on appropriated funds and approval by the Department.

16. TERMINIATION

- a. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - i. Not less than twenty (20) calendar days written notice of intent to terminate; and
 - ii. An opportunity for consultation with the terminating party prior to

termination.

- b. This Agreement may be terminated in whole or in part by the Department for its convenience, but only after Contractor is given:
 - i. Not less than twenty (20) calendar days written notice of intent to terminate; and
 - ii. An opportunity for consultation with the Department prior to termination.
- c. If termination for default is affected by the Department, the Department will pay the Contractor that portion of the compensation which has been earned as of the effective date of termination, but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
 - ii. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of Contractor's default.
 - iii. Upon termination for default, the Department may take over the work and prosecute the same to completion by Agreement with another party or otherwise. In the event Contractor shall cease conducting business, the Department shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Agreement, notwithstanding the provisions of Section 9.b.
- d. If after termination for failure of Contractor to fulfill contractual obligations, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Department.
- e. The rights and remedies of the Department and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- f. Gratuities
 - i. The Department may, by written notice to Contractor, terminate this Agreement if it is found after notice and hearing by the Department that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the Department with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
 - ii. In the event this Agreement is terminated as provided in Section 13.f.i. hereof, the Department shall be entitled to pursue the same remedies

against Contractor it could pursue in the event of a breach of this Agreement by Contractor.

- iii. The rights and remedies of the Department provided in Section 13.f. shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. TERMINATION UPON INSOLVENCY

The State may, at its option and without notice, terminate this Agreement, effective immediately, should Contractor: (1) admit in writing its inability to pay its debts generally as they become due; (2) make a general assignment for the benefit of creditors; (3) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (5) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

18. SEVERIBILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

19. IRS 1075 Publication (If Applicable)

a. Performance

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

- i. All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- ii. The Contractor and the Contractor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- iii. Any Federal tax returns or Federal tax return information (hereafter

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

- iv. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- v. No work involving returns and return information furnished under this Participating Addendum will be subcontracted without prior written approval of the IRS.
- vi. The Contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- vii. The Agency will have the right to void this Participating Addendum if the Contractor fails to provide the safeguards described above.
- viii. The Contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

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

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Participating Addendum.

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

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

Granting Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractor must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractor must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See

Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

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

20. ASSIGNMENT; SUBCONTRACTS

- a. Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of the Department shall be void. Such consent shall not be unreasonably withheld.
- b. Services specified by this Agreement shall not be subcontracted by the Contractor, without prior written approval of the Department.
- c. As part of the Contractors team, Department approved subconsultants for this agreement are listed in Appendix A. Approved subconsultants may be added to, or removed from, this Agreement upon written approval from the Department as indicated in Appendix A.
- d. Approval by the Department of the Contractor's request to subcontract or acceptance of or payment for subcontracted work by the Department shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- e. Contractor shall be and remain liable for all damages to the Department caused by negligent performance or non-performance of work under this Agreement by Contractor, its subcontractor, or its sub-subcontractor.
- f. The compensation due shall not be affected by the Department's approval of the Contractor's request to subcontract.

21. FORCE MAJEURE

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

22. NON-APPROPRIATION OF FUNDS

- a. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.
- b. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and the Department's obligations under it shall be extinguished at the end of the fiscal year in which the Department fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

23. STATE OF DELAWARE BUSINESS LICENSE

Contractor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502.

24. COMPLETE AGREEMENT

- a. This Agreement and its Appendices shall constitute the entire Agreement between the Department and Contractor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.
- b. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- c. Contractor may not order any product requiring a purchase order prior to the Department's issuance of such order. Each Attachment, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this

Agreement for the purposes of that engagement only. No other agreements, representations, warranties, or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

25. MISCELLANEOUS PROVISIONS

- a. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. Contractor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- b. Neither this Agreement nor any Attachment may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- c. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- d. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- e. Contractor acknowledges that the Department has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the Department may declare Contractor in breach of the Agreement, terminate the Agreement, and designate Contractor as non-responsible.
- f. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, or a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

- g. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- h. Contractor shall maintain all public records, as defined by 29 Del. C. ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of the Department may inspect or audit Contractor's performance and records pertaining to this Agreement at the Contractor business office during normal business hours.
- i. The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.
- j. Contractor (s) who have any employees carrying out any work related to the awarded agreement at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees. ~~At the present time these include, but not limited to, wearing a mask in all State buildings and the policy for State employees regarding vaccination. The vaccination policy is located at https://dhr.delaware.gov/policies/documents/covid19_vaccination_and_test_policy.pdf. For clarity, State buildings are those owned or leased by the State.~~

26. INSURANCE

- a. As a part of the contract requirements, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Contractors must carry the following coverage depending on the type of service or product being delivered.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
- b. The successful Contractor must carry at least one of the following depending on the scope of work being performed.
 - i. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate

- iii. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- iv. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- v. Automotive Property Damage (to others) - \$25,000
- c. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- d. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Technology and Information
801 Silver Lake Blvd
Dover, DE 19904
ATTN: PROCUREMENT SERVICES

- e. Nothing contained herein shall restrict or limit the Contractor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Contractor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
- f. To the extent that Contractor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Contractor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
- g. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

27. PERFORMANCE REQUIREMENTS

The selected Contractor 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.

28. PERFORMANCE BOND

There is no Performance Bond requirement.

29. ASSIGNMENT OF ANTITRUST CLAIMS

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

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction venue in the State of Delaware.

31. FORMAL NOTICES

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, and emailed with a return receipt requested. All notices shall be sent to the following addresses:

Mail:

Department of Technology and Information
801 Silver Lake Blvd
Dover, DE 19904
ATTN: PROCUREMENT SERVICES

Email:

DTI_Vendorservices@delaware.gov

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement as of the date of execution by both parties below:

State of Delaware

By: _____

Name: _____

Title: _____

Date: _____

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

The remainder of this page intentionally left blank.

(Insert Attachment A RFP)

(Insert Attachment B Response to RFP)

(Insert Attachment C DTI's Terms and Conditions Governing Cloud Services and Data Usage Agreement)

(Insert Attachment D Statement of Work)

(Insert Attachment E Price List)

(Insert Attachment F Master Service Agreement or Service Level Agreement)

The remainder of this page intentionally left blank.



The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)

Supplier Diversity Applications can be found here:

<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<https://business.delaware.gov/directory-of-certified-businesses/>

New Address for OSD:
Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
Vend or Name *	Vendo r TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name *	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontract or UNSPSC	M/WBE Certifyi ng Agency	Veteran/Servi ce-Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addres s	2nd tier Suppli er Phone Numbe r	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d

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

Completed reports shall be saved in an Excel format and submitted to the following email address:

DTI_Vendorservices@delaware.gov.



DEPARTMENT OF TECHNOLOGY AND INFORMATION
 William Penn Building
 801 Silver Lake Boulevard
 Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

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

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

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

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

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

Contractor Signature _____

Title: _____

Date: _____

Contractor Name: _____

APPENDIX A

Agreement DTI230047-INTERNET
<Insert Contractor Name>

Internet Service Provider

Below are the approved subconsultants for this Agreement:

Subconsultants:

Appendix A Approval:

Signed: _____ Date: _____
Gerald Whisman, Chief Operating Officer
Department of Technology and Information