



REQUEST FOR PROPOSALS (RFP)

RFP Number: **DTI240046-TEL_SVC**

Voice, Local and Long Distance, and VoIP Services

Submission Due Date/Time: **Thursday, March 28, 2024 at 2:00 P.M. (EST)**

Three (3) year Term with Two (2) possible two-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 Vendors to provide Voice services, legacy Data Transport (TDM), Local and Long Distance calling, and VoIP service on behalf of the State of Delaware, its Agencies, Charter Schools, and Public-School Districts including K-12 schools, libraries, state and local governments, and research institutions. It shall be made available to other municipalities, commissions and other agencies authorized to participate in contracts for services.

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

B. PROJECT DESCRIPTION

1. The voice and data services will provide a cost-effective solution to address telephony and legacy data transport needs for all participants.
2. Standard Practices

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with 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 contractor(s) does not conform to State

policies, standards or general practices, the contractor(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.

3. Implementation

Implementation shall be conducted to ensure a minimum of interruption to the ordering agency, and shall include, but may not be limited to, the following tasks:

- a. Coordination shall be maintained through DTI to insure the shortest period of telecommunications service disruption possible.
- b. The contractor shall provide a schedule of installation to the ordering agency a minimum of one week prior to the start of work. The ordering agency reserves the right to specify changes in the installation schedule which are deemed necessary to meet the agency's day-to-day obligations. At a minimum, the schedule will specify the start of installation and a date/time for completion.

4. Definitions

CENTREX LINES: Centrex or a similar local dial tone circuit is a PBX-like service offering providing local dial tone, call control features and switching from a central office with the termination equipment located at the carrier instead of at the customer premises.

DID STATIONS (PRICE=BLOCKS OF 20): Direct Inward Dialing station extension numbers obtained from the carrier to give the ability for an outside caller to dial directly to a station without going through an attendant or auto-attendant. Usually terminate via SIP trunk or ISDN-PRI circuit.

DSL - BUSINESS: Digital Subscriber Line technology is delivered simultaneously with wired telephone service on the same telephone line. This is possible because DSL uses higher frequency bands for data. On the customer premises, a DSL filter on each non-DSL outlet blocks any high frequency interference to enable simultaneous use of voice and DSL services. The Bit rate of DSL services typically ranges from 256 kbit/sec to over 100 Mbit/sec in the direction to the customer (downstream), depending on DSL technology, line conditions, and service-level implementation.

FIRST REPORT: The assessment of the problem.

FLAT RATE BUSINESS LINES (1FB): Flat rate business lines or 1FB have fixed charges for the cost of a dial tone connection to the nearest exchange. The equipment to monitor that phone line and the use of that line to make local

calls are usually paid on a monthly basis at a flat or fixed rate. The installation charges are variable and are also used to pay for the cost of the equipment to route a call from the caller's exchange to the recipient's exchange.

ISDN-BRI: Integrated Services Digital Network (ISDN) Business Rate Interface configuration intended primarily for use in subscriber dial tone lines similar to those that have long been used for voice-grade telephone service. The BRI configuration provides 2 bearer channels (B channels) at 64 kbit/sec each and 1 data channel (D Channel) at 16 kbit/sec. The B channels are used for voice or user data, and the D channel is used for any combination of data, control/signaling, and X.25 packet networking.

ISDN-PRI: The Primary Rate Interface (PRI) is a standardized telecommunications service level within the Integrated Services Network (ISDN) specification for carrying multiple DSO voice and data transmissions between a network and a user. It is based on the T-carrier (T1) line and consists of 24 channels, typically utilizing one data channel (D Channel) for signaling and carrier overhead only, with 23 bearer (B Channel) paths for voice and/or data. Seeds are 64-kbit/sec on the B Channels and 64-kbit/sec on the D channel.

MAJOR OUTAGE: Any State-originated Trouble/Problem/Repair Request typically originated by DTI or other State Agency or School entity, defined as a Major Outage and/or requiring escalated response times as denoted by the customer resulting in a contractor created dispatch or tracking document issued to address the problem.

POTS: (Plain old telephone service) is a voice-grade, analog telephone service employing analog signal transmission, implemented over copper twisted pair wires.

REPAIR TICKET: Any State-originated Trouble/Problem/Repair Request typically originated by DTI or other State Agency or School entity, resulting in a contractor-created dispatch or tracking document issued to address the problem.

RESOLUTION: The work is complete, or the problem resolved, as applicable.

RESPOND: To start or schedule the work.

SIP: Session Initiation Protocol is a signaling protocol widely used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP). A SIP trunk connects a company's private branch

exchange (PBX) telephone system or Voice over Internet Protocol (VoIP) system to the public switched telephone network (PSTN) via the Internet.

C. PROJECT REQUIREMENTS

1. SERVICE SPECIFICATIONS

The following specifications are for the establishment of a requirements-type contract, with firm fixed prices, for the delivery and installation of local exchange, long distance, and transport services.

- a. Voice Services – Required
 - Flat Business Lines
 - Centrex Service
- b. Local and Long-Distance Calling
 - Direct Inward Dialing Capability/Direct Outward Dialing
 - Directory Assistance Services
 - Enhanced 9-1-1 Calling
 - SIP Trunking
- c. Carrier Data Transport Services - Required
 - ISDN BRI / PRI
 - DSL

2. COST EVALUATION

- a. Suppliers must submit pricing for all categories listed in the service specifications. A price sheet template is provided for submission. Price sheet DTI240046Tel_Svc_pricing.xlsx (Appendix A) covers all required items.
- b. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
- c. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. Note regarding total cost of ownership: This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
- d. Failure to provide the requested information and to follow the required cost response format provided in Appendix A may result in the disqualification of the Response from consideration, at the discretion of the Department. You can add any rows and/or columns required to insert additional information. If a particular cost table is not required as part of your response, simply leave it blank.

- e. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs associated with the option. All items identified in the response (including third-party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
- f. Respondents should propose costs on a monthly basis inclusive of all associated state, federal, and/or Respondent imposed taxes and fees. Show separately any applicable one-time non-recurring charges.

3. SECURE FACILITY

- a. The Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. It shall be the Contractor’s responsibility to ensure that any new staff sign the confidentiality agreement within one month (30 calendar days) of the employees’ start date.
- b. Security clearance/background check for all Contractors and project staff must be obtained and provided to the State (to protect the State of Delaware from losses resulting from Contractor employee theft, fraud or dishonesty) upon request. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.
- c. Contractor will comply with security procedures when providing services to all facilities, including secure and/or locked facilities in state-controlled buildings and schools. Contractor’s employees shall relinquish their Company Identification and State or Federal recognized identification card prior to entry into a State Correctional facility. Upon exiting of the facility, they must relinquish the facility identification card. Only then will their surrendered identification be returned to them. Department of Corrections Clearance Requirements, Clearance Application, PREA Acknowledgement Form and Contractor Tool Inventory Form are included for reference, in Appendix B.

4. LOCAL SERVICE:

- a. The Supplier shall have local calling service available at all locations, all three counties, within the State of Delaware. All local service requested as part of this RFP must be provided 24 hours a day, every day of the year, with service to meet or exceed 99.95% availability.

- b. Digital, Analog and IP Centrex: Centrex or Centrex-like services must include Centrex group local telephone network access, and access to the State's long distance network/provider. Station to station calling Within and between Centrex groups within the local calling area in selected locations is desired. All Centrex service requested as part of this RFP must be provided 24 hours a day, every day of the year, with service to meet or exceed 99.95% availability.
- c. The State cannot undergo any telephone number changes. Suppliers must provide for local number portability at no charge to the State. Suppliers must define the process of enacting local number portability.
- d. Each Centrex line shall be capable of being configured with inbound and outbound calling, minimum four (4) digit station-to-station calling (intercom) within the same Centrex block, ability to selectively allow or deny lines / trunks the ability to place long distance (toll) calls, call hold, call transfer all calls (internal and external), consultation hold, three-way calling (conference), and call forwarding-busy and no-answer (within the system), call forwarding-variable (inside and outside system), and call pick-up. Access to the State's outbound facilities should not exceed 1% blockage based on total busy hour blockage/total hour attempts. The Centrex lines shall be capable of being configured for DTMF and loop start signaling.
- e. Upon request, the Supplier must agree to suspend Centrex service on any line or group of lines for a temporary period at a reduced line rate, not to exceed 50% of the normal monthly rates. The State expects that no non-recurring charge will be assessed for this service. This service suspension capability is required for State entities during seasonal or unique situations.
- f. Supplier must agree to make all requested changes for moves, adds, and changes to Centrex line features and attributes including changes to trunk groups and call hunting, etc. within 48 hours from the receipt of request, unless the required change is service affecting, in which case the changes must be made immediately upon receipt of request. This is a requirement for all State entities.
- g. The State may employ services to remotely access selected central office switches to make moves, additions and changes to Centrex line features and attributes on both a near real-time and batch basis. A graphical user interface (GUI) is highly desirable. This functionality should be provided at the awarded suppliers' expense to accommodate future requirements. The ability to access control tables relational to translation tables to administer trunk groups, call

hunting tables, etc. that will enable the user to fully administer and run reports mirroring a PBX administration environment is highly desirable. The specific functionality desired will be negotiated with the awarded supplier. If the Supplier is unable to provide this functionality to the State, the Supplier must agree to make all requested changes within 48 hours from the receipt of request, unless the required change is service affecting, in which case the changes must be made immediately upon receipt of request. This is a requirement for all State entities.

- h. Supplier must provide network intercept to recorded announcement as an inherent network capability when a call cannot be completed. On request by the State, the Supplier must also provide customized announcements including call referral to another number. The Supplier must allow intercept announcements for a minimum of six (6) months for number changes or until the new number is published in a directory of the most commonly used LEC in the respective service area.
- i. The ability to restrict lines from dialing certain NPA's such as 700, 900 and 976 and the ability to restrict lines from receiving Collect and Third Party Billed calls is required.
- j. Integrated Voice Mail Service shall be available with the Centrex lines. Each voice mailbox shall be configured to provide a minimum of fifteen (15) minutes of storage for recorded voice messages and greetings. The Voice Mail Service shall allow interactive messaging among voice mailboxes to provide capabilities such as message forwarding, broadcast messages, etc.
- k. All available options for provisioning Voice Mail Service are to be offered with pricing options clearly itemized. The Voice Mail Service shall be integrated with the local line service to automatically activate visual message waiting indicators of system-compatible analog and digital telephone sets. The visual signals shall be activated when messages have been received in the voice mailboxes associated with the lines to which the telephones are connected. The Voice Mail System shall also be capable of generating an audible message waiting indication (stutter dial tone) to signal that a message has been left in the voice mailbox assigned to a line connected to a telephone that is not equipped with visual message waiting indication. The message waiting indicators (visual and audible) shall be automatically deactivated when the messages in the voice mailboxes have been reviewed and properly processed.
- l. The Voice Mail System shall provide callers the option to dial a single digit (preferably "0") to automatically transfer their calls to a pre-assigned "live

operator”, upon accessing a voice mailbox. System users shall be capable of designating any line as the line to which “operator revert” calls are transferred.

- m. Directory Services: Supplier must provide full Directory Services to the State at no additional cost. Supplier must publish a directory listing in the Blue-page directory of the most commonly used LEC in the respective service area. Any cost associated must be disclosed. Supplier must provide 24 hours-a-day directory assistance and must provide number-referral services, if required, at no cost to the State.
- n. Directory assistance service must be provided to include requests for all domestic locations to the extent that listings are available. Directory Assistance Call Completion Service must not be allowed unless it is provided without charge.
- o. E911 and 911 Emergency calls via E911 must be carried and be compatible with all E911 emergency notification networks within the proposed areas. The Supplier must ensure that calls to E911 centers indicate the actual street level address of the calling number.

5. LONG DISTANCE

- a. The service must be compatible with the following serving central offices: #2ESS, #5ESS and DMS-100 and with C.O. CENTREX service (loop-start circuits), Primary Rate Interface (PRI) trunks and flat-rate business lines (1FB). It must accommodate all signaling and features associated with the local services rendered by the local serving central office. Long distance calls may be routed using the existing Automatic Route Selection (ARS) in the CENTREX or other Premise Based Exchange (BPX) services, and the Advanced Intelligent Network (AIN) to automatically route in-state and out-of-state calls without user action other than standard dialing practices. Authorization codes are optionally used upon request.
- b. A grade of service of P.01 or better is required on all networks and facilities. Calls shall be timed for billing increments of 1/10 minute or better. Answer supervision techniques must be used which accurately detect the condition of the remote end device (i.e., on-hook/off-hook/disconnect).
- c. Individual Agencies, School Districts and other eligible entities must be given an option to receive their bills in standard hardcopy/paper form. Other media and online options may be made available.

- d. Operator Services and Directory Assistance must be available to all State locations. A target of 98% of all Directory Assistance calls placed during normal business hour shall be answered within an average of three (3) rings. Fees for Directory Assistance and Operator Services calls will be charged to the originating line at the customer location using the billed telephone number. All Directory Assistance and Operator Services fees will be flat-rated per call regardless of duration or distance of the call.

6. TRANSPORT SERVICES:

- a. ISDN Service: ISDN Primary Rate Interface (PRI) trunks with combinations of 23B+D, 24B, and 23B/Backup D. Other PRI features should include Caller-ID, with number and name, Call-by-Call, Combination DID/DOD Trunk services, and any other features available on PRI circuits.
- b. DSL Service: Digital Subscriber Line for business service. Describe the availability of DSL in all geographic areas of the State.
- c. SIP Trunking: SIP service for the State is currently at our point of presence located at 401 N. Broad St., Philadelphia, PA. utilizing dedicated links for connectivity to session border controllers in our two primary datacenters. DTI desires to acquire SIP trunks directly within each datacenter located in New Castle County, and Kent County.
 - Biggs Building 1901 N Dupont Hwy, New Castle, DE
 - 801 Silver Lake Blvd, Dover, Delaware

Additionally, describe the availability of SIP transport in all geographic areas within the State of Delaware.

- d. Diagnostics: Describe any tools, systems, or services offered as part of the network(s) provided for proactive problem detection, response, and notification of State personnel. If this is offered on an optional cost basis, please include cost.
- e. Notification: Specify the method by which the supplier will notify the customer of service impacting events, maintenance and/or outages.

7. WORK ORDER REQUESTS - EXPENSE MANAGEMENT SYSTEM (EMS):

DTI has the authority to order all Services delineated herein for State agencies. Other contract users such as the Public Schools and Charter Schools will be responsible for placing their own service orders. DTI will issue an electronic version of a Work Order Request for Services identified herein. The EMS Order

must identify the Service(s) to be acquired, the price for each Service and the required Service Commencement Date for each Service.

Upon receipt of an EMS Order via email, the awarded supplier(s) shall process the Work Order, reply via email, and update EMS with the following information:

- a. Verification that the EMS Order is technically correct;
- b. Date Services will commence or be disconnected along with applicable billing start/stop date;
- c. Identification of Working Telephone Number or Circuit Number, Service Order Number, and Billing Telephone Number (BTN), and;
- d. Other applicable administrative information necessary to deliver the Services requested on the EMS Order.

8. TERMINATION OF INDIVIDUAL ORDERS:

Any individual EMS Work Order under this Agreement may be terminated, in whole or in part, by the State for its convenience, at any time prior to the completion of the EMS Order via written notice to the Supplier. There are no other costs or obligations for termination for convenience, i.e., circuit or service life. The State may be held responsible for any costs solely associated with circuit or service cancellation after installation.

9. ADDITIONAL SERVICE OFFERINGS:

The State may order new or additional Services during the Term or any extensions thereof, from this Contract. Both parties agree that as the supplier adds new or additional Services, the Contract may be amended to include them as evidenced by a writing signed and dated by both parties.

10. SUPPLIER INITIATED SERVICE REPLACEMENT AND DISCONTINUATION:

The Supplier is responsible for any replacement services, products and features where the replacement is initiated by the Supplier or its manufacturer. All financial and project management obligations resulting from business decisions made by the Supplier or manufacturer will be the responsibility of the Supplier and may not impact the State's cost negatively in monthly or non-recurring charges.

Any service discontinued by the Supplier that negatively impacts the State's ability to conduct business, shall be replaced by the Supplier with an equivalent or greater technology. In such cases, the State shall not be responsible for any increase in costs beyond what the State is paying for services prior to the Supplier initiated replacement.

The replacement services or products must have the same or better functionality as the services or products contained in the original proposal. The substitution may not violate any contract provisions or state procurement laws. Time is of the essence.

11. ADDITIONAL SERVICE QUANTITIES:

The State may order additional quantities of Services during the Term, or any extensions thereof, from this Contract at the computed unit prices expressly stated herein for any locations within the Contract area.

12. MINIMUM QUANTITIES:

The Supplier may not set minimum quantities for services, products, features, or dollar commitments and may not establish penalties for failure to maintain any minimum quantities.

13. SERVICE DELIVERY INTERVALS:

Initial Service: Subsequent to award of a Contract, after receipt of a properly executed Customer Service Request from DTI, the Supplier shall deliver and install the initial service. Supplier shall provide service delivery intervals for all services in their proposal.

MAC's - (Moves, Adds, Changes): After service has been established at a location within the specified service area, the Supplier shall deliver and install additions and/or make changes to in-place services, and/or de-install or disconnect existing service after receipt of the order from DTI. Supplier shall provide service delivery intervals for all services in their proposal, starting with the receipt of a properly executed and received Customer Service Request as Day #1.

14. MANDATORY INSTALLATION REQUIREMENTS:

- a. The Supplier shall terminate all services on an appropriate Supplier-provided network interface device (NID) located in the facility's building main telecommunications equipment room (MTE). The NID shall be labeled with the seven (7) -digit telephone numbers or circuit identifications to clearly identify the location of each line on the interface. The NID shall be located in each facility's building main telecommunications equipment room. The Supplier may utilize existing in-house wiring to the main telecommunications equipment room.
- b. Additionally, the Supplier shall provide and install voltage surge suppressors on each line installed in the facility. If no in-house wiring is available, the

Supplier is responsible to extend the NID to the MTE Room using Supplier provided wiring.

- c. The State will be responsible for all in-building cabling from the NID to the telecommunications outlets for Telephone sets, facsimile machines, etc. The State may request that the Supplier provide in-house wiring from the NID to the outlet at the State's expense.
- d. The Supplier shall be responsible for cross-connecting the lines to the building's in-place telecommunications cabling system to provide service in the locations identified by the agency, to the extent of available, existing in-house wire.
- e. It shall also be the responsibility of the Supplier to fully test the installed service to certify that the service and all features are functioning properly from the CO to the NID.
- f. During the course of the installation, the Supplier shall not interfere with the current operational telephone system and/or telecommunications cabling system in a manner that causes operational outages. In the event that temporary modifications to the existing telephone and/or cabling systems become necessary to complete the installation of the new service, the Supplier shall notify the on-site contact person of such need in order to schedule a mutually agreeable time for the State to have the modifications completed.
- g. The Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to install the services at the locations specified on the Customer Service Request issued by DTI.
- h. Supplier must be able to interface with the State's Expense Management System (EMS) for placing orders with the local service carrier, providing basic information about the order, updating the inventory of phone numbers, circuits, etc., and calculate billing records to recover costs from the various agencies and school districts. Access to EMS and training on the use of EMS will be provided to the supplier.

15. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS:

All Services (each installation) are subject to inspection and testing by the State to ensure Services delivered are in accordance with all requirements delineated herein and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) hours from the completion of installation by the Supplier to test, evaluate

and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration of the seventy-two (72) hour period). If the Suppliers Services fail to meet the Contract specifications or other requirements, or those required by the Supplier's own technical documentation, then the same may be rejected and returned to the Supplier. Such rejection will terminate the individual customer service request issued under this Contract, and at the sole option of the State, the Contract. Such termination shall exempt the State from all costs incurred by Supplier.

Acceptance shall be effective for the purpose of making payment for Services delivered, however, acceptance by the State following testing and evaluation during the seventy-two (72) hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary to conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Supplier's failure to do so shall constitute breach of Contract for which the State may exercise the applicable remedies provided herein.

16. TROUBLE REPORTING:

Supplier shall provide designated point-of-contact name, address, email address and toll-free telephone number for the reporting of Service problems encountered by the State while using the Services. The point of contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. This list must be current at all times. Hold times to submit a help desk ticket should not exceed 3 minutes. A tracking number shall be issued for each trouble ticket.

17. SERVICE RESPONSE TIMES:

Supplier shall respond to reports of repairs and work order requests in accordance with the targets in the chart the LIQUIDATED DAMAGES section of this document. Supplier's response may be on-site or from a remote location. Service may be delivered via remote diagnostics with on-site response if the service cannot be delivered remotely.

18. WARRANTY AND MAINTENANCE:

- a. The local exchange service shall be warranted to operate free from failure and shall be available for use by the State twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of the warranty shall be included in the monthly cost for the service.
- b. The Supplier shall respond to reports of interruptions of the normal operation of the local exchange services within one (1) hour after receipt of notification from the State. Return receipt shall be issued with date and time stamped. The Supplier's response may be on-site or from a remote location based on the Supplier's determination of the source of the failure. If an on-site response is required, the Supplier's repair personnel shall be on-site and working to restore service within four (4) hours after receipt of the initial report of the failure.
- c. Supplier shall guarantee response time of within two (2) hours for emergency service as defined by the owner agency. That service may be delivered via remote diagnostics with on-site response if the problems cannot be corrected remotely. Regular repair service must be guaranteed a response within four (4) hours. The Supplier shall provide help desk services and remote diagnostics to the State of Delaware on purchases made from this contract. The Supplier shall provide technicians with assistance from trainers and manufacturer-certified system experts via a local or toll free number. Problem determination, tracking, reporting and follow-up with callers must be provided. The Supplier must provide help desk and remote diagnostics for services provided. The Supplier's help desk services and remote diagnostics must be available fulltime, 24 hours per day, every day of the year. Help desk services must be available from the Supplier directly and must be handled by dedicated account resources.
- d. Dedicated Service Managers must be assigned by the Supplier to handle all contract service and repair escalations, billing management and business office support at no cost to the State.
- e. All Services purchased under this Agreement remain under warranty for the time period commencing after acceptance by the State and continuing through expiration of the Agreement, or discontinuance of the Services at the discretion of the State.

19. MANAGEMENT REPORTS:

The Supplier shall be responsible for all aspects of service, quality, reliability, interconnectivity, and interoperability of the services offered. The Supplier must provide at no cost to the State, on a quarterly written report, a report that details:

- a. The percentage blocking of the State's access facilities for all requested locations.
- b. Percent availability of all required services and features at requested locations.
- c. Dedicated circuit outages to include circuit description, down time, repair time, reason for failure, and corrective action to prevent reoccurrence.
- d. Switched service outages at requested locations to include facilities description, down time, repair time, reason for failure, and corrective action to prevent reoccurrence. Suppliers must provide the media type options available for the above reports.
- e. Busy studies, when requested, must be provided to the State within 15 business days of the last day of the study. In lieu of a written report, the State prefers on-line retrieval via the Internet within 48 hours. Any charges associated with this service must be disclosed.
- f. Supplier must describe all standard reports and any special reports available to the State for local services including quarterly inventories of all local services provided.

20. TRAINING:

- a. The Supplier shall be responsible for providing training on the use of the products, services and features when requested. Supplier shall submit a training plan with their proposal.
- b. Training Materials, i.e., operation manuals, instruction cards, logs, etc., shall be provided in conjunction with a verbal explanation of the features and configuration. Soft copies and remote technical support required. On premises engineers required for system transition designs.
- c. All costs for training and training materials shall be included in the basic cost of services to be provided.

21. BILLING AND INVOICING:

- a. Each monthly invoice shall include both monthly recurring charges and non-recurring charges for one-time installation costs, partial month's service

charges, etc. The non-recurring charges are often referred to as "Other Charges and Credits (OC&C)". The invoice shall specifically delineate State and Federally mandated charges and fees, including but not limited to: 9-1-1, Relay Service, Universal Service Fund, Federal Access Fees, etc. No invoice may include any costs other than those identified in the Price Schedule. The State is exempt from paying all Delaware State Taxes.

- b. All charges must be identified at the lowest level of detail (i.e., phone level, circuit number, etc.). Failure to submit adequate, timely billing details will result in non-payment of the invoice.
- c. Supplier invoices/bills must include the Suppliers Federal Employee Identification Number (FEIN).
- d. Contractor invoices/bills must be submitted within thirty (30) days after the services are delivered. Any disputed charges must be formally responded to by the contractor within thirty (30) days.
- e. Contractor invoices/bills will be paid in accordance with the Del. Code, which requires payment within thirty (30) days of receipt of goods and/or services or a proper invoice, whichever is later.
- f. Charges shall be provided on electronic media at the detail level. All additional instructions pertaining to invoices and billing are also identified in other sections of this RFP.
- g. The State requires that billing records for all proposed services be made available to the State in electronic format. Describe in detail which types of media, and formats, the billing invoices can be made available for each of the service types being proposed. The State can import data from either a compact disk, or an SFTP file, or EDI transmission (preferable) or via download from a web-based, online portal. Describe in detail the contractor's proposal to meet this requirement.
- h. Describe how your company uses E-mail to deliver billing invoices or notification of invoice posting to an online portal.
- i. If at any time, the Contractor is unable to submit accurate invoice information in the required format, the State may, at its sole option, refuse payment of the contractor's invoice, or may delay payments without penalty.
- j. All requests for credits made ten (10) calendar days or more before the close of a billing cycle must be reflected on the next invoice. If the contractor does not include the credits requested and due on the invoice, the State will deduct a like amount from future bills.

- k. Contractor invoicing contact information shall be updated with billing services when changes in personnel occur during the full contract term.

22. LIQUIDATED DAMAGES:

If a correction is unsatisfactory or not timely made, without waiver of the right to declare a termination and other remedies, Supplier may be required to pay a liquidated damage retroactive to the original notice date until it is corrected.

The liquidated damages shall be deducted from the Supplier's next invoice or may be billed to the Supplier directly.

If the Supplier fails to meet the contract requirements, within the time specified, or within such additional time as may be granted by the formal action of the State, the Supplier shall pay to the State liquidated damages.

This sum shall be considered as reimbursement, in part, to the State, for the loss of the use of the services agreed to in this document.

The State reserves the right to assess the following liquidated damages for service.

Type of State Request				
<u>Supplier Action</u>	<u>Work Order</u>	<u>Urgent Work Order</u>	<u>Support Request (Repair Ticket)</u>	<u>Major Outage</u>
Acknowledge the Request & Communication	24 Hours Written	2 hours Verbal	2 hours Ticket Number assigned	Immediate Ticket Number assigned
Response Interval & Communication	3 Days Verbal	2 hours Verbal	2 hours Verbal	1 hour Verbal
First Report Interval & Communication	5 Days Verbal	4 hours Verbal	4hours Verbal	2 hours Verbal
Progress Report & Communication	None Required	4 hours Verbal	4 hours Verbal	2 hours Verbal
Resolution Report & Communication	10 days Written	5 days Written	5 days Written	3 days Written
Liquidated Damages	\$500/day	\$1000/day	\$1000/day	\$2500/outage per day
For unresolved requests, the Supplier shall pay the full amount of liquidated damages starting immediately following the missed action and then every 24 hours until the action is resolved.				

Note:

Respond: To start or schedule the work.

First Report: The assessment of the problem.

Resolution: The work is complete, or the problem resolved, as applicable.

Written: Report of root cause analysis, remediation & processes implemented to prevent future reoccurrence.

Repair Ticket: Any State-originated Trouble/Problem/Repair Request typically originated by DTI or other State Agency or School entity, resulting in a supplier-created dispatch or tracking document issued to address the problem.

Major Outage: Any State-originated Trouble/Problem/Repair Request typically originated by DTI or other State Agency or School entity, defined as a Major Outage and/or requiring escalated response times denoted by the customer (refer to "Type of State Request" chart below) resulting in a supplier-created dispatch or tracking document issued to address the problem. Major Outages are defined by the customer due to the severity of impact and urgency according to the following matrices.

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SEVERITY LEVEL – QUICK REFERENCE CARD

1.	Apply Impact of the dysfunction: e.g., the number of customers affected. Due to the nature of the customer's organization, the hierarchical position of the customer is included in this variable. (Business Process) .
CUSTOMER IMPACT	Description (From DTI ISO Business Impact Analysis)
1	CRITICAL (affects public safety/health) – Loss of this business function threatens the ability for the State to operate. Loss of business function disrupts the security and well-being of the State.
2	SIGNIFICANT (revenue generating) – Loss of this business function significantly reduces the effectiveness of the State's operations. Loss of business function has a negative citizen impact and affects the financial well-being of the State.
3	MODERATE – loss of this business function affects multiple State agencies/school districts and their ability to operate. Loss of business function has a negative citizen impact.
4	LIMITED – loss of this business function is limited to only the person and/or department using the application. Loss of business function has little or no affect on the State's ability to carry on business.
5	MINIMAL – loss of this business function does not have a direct impact on the department's ability to do business.

2.	Apply Urgency: i.e. how severely the customer's work process is affected. This influences the timeframe that is allowed to solve the problem. (How severe is the issue?)
URGENCY	Description
1	Business function is a STANDSTILL .
2	Business function is IMPACTED , with limited ability to circumvent dysfunction. Effectiveness is compromised.
3	LIMITED business impact.
4	NEGLIGIBLE business impact. Dysfunction can be circumvented.
5	NO IMPACT – Work around available. No affect at all.

3.		Apply IMPACT and URGENCY matrix to determine the Severity Level of the Incident.				
Impact		1	2	3	4	5
Urgency	1	1	1	1	2	2
	2	1	2	2	2	3
	3	1	2	3	3	4
	4	2	2	3	4	5
	5	2	3	4	5	5

4.	Notification updates to the client and associated resolution times for each severity level.	
Severity	Notification Updates	Resolution Time
1 CRITICAL	Every ½ hour until resolution	4 hours
2 SIGNIFICANT	Every 1 hour until resolution	12 hours
3 MODERATE	Every 4 hours until resolution	3 days
4 LIMITED	Every two (2) business days until resolution	4 days
5 MINIMAL	Every 2.5 business days until resolution	5 days

IMPACT with URGENCY = SEVERITY
(1 through 5, with 1 being most severe)

Any questions please direct them to DTI_JTC@TC.state.de.us

23. DOWNTIME CREDITS:

The State shall be rebated, or credited, a prorated portion of the applicable monthly service charges for each occurrence during which the State is denied use of the service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours or portions thereof, during which the State is denied access to the service, or provide a credit to the Authorized User for each eight (8) hours or portion thereof that the State is denied access to the service. These credits apply in addition to any liquidated damages as defined in the LIQUIDATED DAMAGES section of this document.

"Service" means Local Service as delivered to the customer. In the case of this RFP, that could be a line, a circuit or a feature.

24. SERVICE LEVEL AGREEMENT:

The State reserves the right to negotiate service performance levels with any finalist during actual contract negotiations.

Suppliers are invited to submit service performance level metrics and/or benchmarks used to measure service performance levels and request the bidder explain how they are analyzed or reported. These should be included in your proposal response. SLAs shall be documented in a Microsoft Word document.

25. PROJECT MANAGEMENT:

Project Management of major/extended implementations by the Supplier may be required. Any terms, costs, limitations, etc., must be fully disclosed.

26. ADA FOR EFFECTIVE COMMUNICATION:

Revised regulations under Titles II and III of the Americans with Disabilities Act affect how public entities (state and local governments) and private businesses must provide effective communication with individuals with disabilities. These regulations, issued by the Department of Justice, took effect March 15, 2011. They require public and private entities to provide appropriate auxiliary aids and services where necessary to make sure that individuals with speech, hearing, and vision disabilities understand what is said or written and can communicate effectively.

(ref. §35.104, §35.160, §36.104, §36.303)

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://bonfirehub/portal>. If you would like to verify receipt of your question(s), or have issues submitting within the portal, contact DTI_Procurement@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: <http://www.bids.delaware.gov/>. 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:	Thursday, March 14, 2024	2:00 P.M. Local Time
Final Response to Questions posted by:	Thursday, March 21, 2024	2:00 P.M. Local Time
Proposals Due by:*	Thursday, March 28, 2024	2:00 P.M. Local Time

NOTE: Only asterisk (*) marked date changes will be communicated (via posted Addendums).

F. PROPOSAL REQUIREMENTS

Interested Contractors must submit the material required herein or they may not be considered for the project:

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: DTI240046-TEL_SVC
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 to the DTI Procurement Portal 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.

Please contact DTI Procurement Service 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 Required Forms and Pricing Spreadsheet.
- 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(I) "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, include one copy (1) in .pdf format, one copy (1) in Excel Format, and one redacted version. Pricing Spreadsheet copies should be submitted separate from proposal copies.
- 7. A cover letter shall 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 cover letter is limited to one (1) page.

8. Description of Contractor Capabilities for each of the listed items must be clearly addressed in your proposal. The proposal sections should be numbered as shown below and all items should be addressed with clear definition of the Contractor's ability to provide service in each area.
9. Rating Criteria Support Information Section may be included but must be limited to four (4) pages. This section should be used to provide 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 the form included in Appendix C. 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 C of this document.
12. 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 provided in Appendix C. Additionally, exceptions or changes to the state's proposed agreement template shall be documented in a Microsoft Word document using track changes and comments. Acceptance of exceptions is within the sole discretion of the User Group.

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

G. RATING CRITERIA

All proposals received in response to this RFP 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	Technical Capabilities of Services	30 %
2	Ordering Process, Help Desk, Support Services, and SLA's	30 %
3	Vendor Qualifications	20 %
4	Quality of References	10 %
5	Pricing	10 %
TOTAL:		100%

H. OVERVIEW OF SELECTION PROCESS

1. User Group appointments are confidential.
2. 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, 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 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.
3. Based upon the listed criteria and evaluation of each firm's submitted proposal, the User Group may decide if a small sample task and/or discussions will be held with the most highly qualified consultants. If discussions are held, they will serve to clarify the technical approach, qualifications, and capabilities provided in response to the RFP, after which the User Group will determine the ranking of the candidate firms.
4. 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.

I. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION

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 www.bids.delaware.gov. Paper copies of this RFP will not be available.
- 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 DTI_Vendorservices@delaware.gov no later than ten calendar 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> or to DTI_Vendorservices@delaware.gov. 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.

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 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 User Group reserves the right to refuse to consider 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:
 - Has knowingly failed without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - Has failed to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - Has violated ethical standards set out in law or regulation; and
 - 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, amendments 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 cover letter will be date and time stamped upon receipt.

10. 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.
11. Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.
12. The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.
13. 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.

14. The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code ("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.

15. 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.

16. 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, through the DTI Procurement Portal or to DTI_Procurement@delaware.gov of such findings at least ten (10) calendar days before the proposal submission deadline.

This will allow issuance of any necessary addenda. It will also help prevent the 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.

17. 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.
18. 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.
19. 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.

20. 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.
21. 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.

22. 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.
23. Contractor may modify or withdraw its proposal by written request or within the DTI Procurement Portal, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

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

24. If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contracted Contractor, or its agents.
25. 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.
26. 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.

27. 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.

After all qualifying applicants' proposals have been reviewed, the State of Delaware will engage with the selected Contractor(s), in compliance with 29 *Del. C.* § 6982. Remaining vendors will be notified in writing of their selection status after negotiations have been completed.

28. 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.**

29. A User Group composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

30. 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 DTI's Chief of Administration, 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.

31. 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 User Group's consideration for award. Proposals

which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the User Group.

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.
32. 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.
33. 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.
34. 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. Terms and Conditions

1. Mandatory Use

This contract 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. Cooperative Use of Award

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

3. As a Service subscription, license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. 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.

No other terms and conditions shall apply, including terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor.

- 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.
5. 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.

6. 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.

7. 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.

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

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Appendix A – PRICING

- EXCEL SPREADSHEET POSTED SEPARATELY

Appendix B – DOC SECURITY REQUIREMENTS

The following documents will be required for work competed within correctional facilities:

- DEPARTMENT OF CORRECTIONS CLEARANCE REQUIREMENTS
- SECURITY CLEARANCE APPLICATION
- PRISON RAPE ELIMINATION ACKNOWLEDGEMENT
- DAILY CONTRACTOR TOOLS & EQUIPMENT INVENTORY

Appendix C - REQUIRED FORMS

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

- NON-COLLUSION STATEMENT
- CONFIDENTIAL BUSINESS INFORMATION FORM
- BUSINESS REFERENCES
- SUBCONTRACTOR INFORMATION FORM (if applicable)
- EXCEPTIONS FORM (if applicable)
- TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE AGREEMENT

Appendix D – DTI AGREEMENT TEMPLATE

- WORD DOCUMENT POSTED SEPARATELY

Contract Number: _____
Contract Title: _____

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)
 NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) _____

☐	Corporation
☐	Partnership
☐	Individual

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 _____

Contract Number: _____

Contract Title: _____

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.

[illegible]

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

Contract Number: _____**Contract Title:** _____**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).

Contact Name & Title:**Business Name:****Address:****Email:****Phone # / Fax #:****Number of Years Associated:****Type of Work Performed:****Contact Name & Title:****Business Name:****Address:****Email:****Phone # / Fax #:****Number of Years Associated:****Type of Work Performed:****Contact Name & Title:****Business Name:****Address:****Email:****Phone # / Fax #:****Number of Years Associated:****Type of Work Performed:**

Contract Number: _____
Contract Title: _____

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 ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ 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**

- 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.

Please contact DTI Procurement Service 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 Required Forms and Pricing Spreadsheet.
- 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(I) "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, include one copy (1) in .pdf format, one copy (1) in Excel Format, and one redacted version. Pricing Spreadsheet copies should be submitted separate from proposal copies.
- 7. A cover letter shall 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 cover letter is limited to one (1) page.

8. Description of Contractor Capabilities for each of the listed items must be clearly addressed in your proposal. The proposal sections should be numbered as shown below and all items should be addressed with clear definition of the Contractor's ability to provide service in each area.
9. Rating Criteria Support Information Section may be included but must be limited to four (4) pages. This section should be used to provide 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 the form included in Appendix C. 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 C of this document.
12. 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 provided in Appendix C. Additionally, exceptions or changes to the state's proposed agreement template shall be documented in a Microsoft Word document using track changes and comments. Acceptance of exceptions is within the sole discretion of the User Group.

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

G. RATING CRITERIA

All proposals received in response to this RFP 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	Technical Capabilities of Services	30 %
2	Ordering Process, Help Desk, Support Services, and SLA's	30 %
3	Vendor Qualifications	20 %
4	Quality of References	10 %
5	Pricing	10 %
TOTAL:		100%

H. OVERVIEW OF SELECTION PROCESS

1. User Group appointments are confidential.
2. 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, 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 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.
3. Based upon the listed criteria and evaluation of each firm's submitted proposal, the User Group may decide if a small sample task and/or discussions will be held with the most highly qualified consultants. If discussions are held, they will serve to clarify the technical approach, qualifications, and capabilities provided in response to the RFP, after which the User Group will determine the ranking of the candidate firms.
4. 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.

I. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION

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 www.bids.delaware.gov. Paper copies of this RFP will not be available.
 - 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 DTI_Vendorservices@delaware.gov no later than ten calendar 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> or to DTI_Vendorservices@delaware.gov. 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.
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 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 User Group reserves the right to refuse to consider 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:
 - Has knowingly failed without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - Has failed to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - Has violated ethical standards set out in law or regulation; and
 - 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, amendments 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 cover letter will be date and time stamped upon receipt.

10. 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.
11. Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.
12. The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.
13. 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.

14. The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code ("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.

15. 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.

16. 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, through the DTI Procurement Portal or to DTI_Procurement@delaware.gov of such findings at least ten (10) calendar days before the proposal submission deadline.

This will allow issuance of any necessary addenda. It will also help prevent the 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.

17. 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.
18. 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.
19. 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.

20. 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.
21. 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.

22. 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.
23. Contractor may modify or withdraw its proposal by written request or within the DTI Procurement Portal, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

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

24. If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contracted Contractor, or its agents.
25. 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.
26. 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.

27. 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.

After all qualifying applicants' proposals have been reviewed, the State of Delaware will engage with the selected Contractor(s), in compliance with 29 *Del. C.* § 6982. Remaining vendors will be notified in writing of their selection status after negotiations have been completed.

28. 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.**
29. A User Group composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

30. 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 DTI's Chief of Administration, 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.

31. 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 User Group's consideration for award. Proposals

which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the User Group.

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.
32. 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.
33. 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.
34. 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. Terms and Conditions

1. Mandatory Use

This contract 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. Cooperative Use of Award

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

3. As a Service subscription, license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. 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.

No other terms and conditions shall apply, including terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor.

- 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.
5. 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.

6. 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.

7. 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.

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

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Appendix A – PRICING

- EXCEL SPREADSHEET POSTED SEPARATELY

Appendix B – DOC SECURITY REQUIREMENTS

The following documents will be required for work competed within correctional facilities:

- DEPARTMENT OF CORRECTIONS CLEARANCE REQUIREMENTS
- SECURITY CLEARANCE APPLICATION
- PRISON RAPE ELIMINATION ACKNOWLEDGEMENT
- DAILY CONTRACTOR TOOLS & EQUIPMENT INVENTORY

Appendix C - REQUIRED FORMS

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

- NON-COLLUSION STATEMENT
- CONFIDENTIAL BUSINESS INFORMATION FORM
- BUSINESS REFERENCES
- SUBCONTRACTOR INFORMATION FORM (if applicable)
- EXCEPTIONS FORM (if applicable)
- TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE AGREEMENT

Appendix D – DTI AGREEMENT TEMPLATE

- WORD DOCUMENT POSTED SEPARATELY

**DELAWARE DEPARTMENT OF CORRECTION
SECURITY REQUIREMENTS & PROCEDURES**

I. REQUIREMENTS FOR ALL VENDORS/CONTRACTORS:

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

II. CONTRACTORS PERFORMING CONSTRUCTION/REPAIR SERVICES:

A. Site Security

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

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

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

may be given without similar authorization.

18. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
19. The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.
20. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
21. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
22. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that the contractor communicate this confidentially to the Maintenance Superintendent.

B. Equipment/Tool Inventory

1. Inventory of all tools, equipment and supplies shall be taken by the Contractor at the beginning and end of each workday (to be provided upon award). All unnecessary tools and equipment should be left at the shop. An assigned DDOC employee shall escort the Contractor or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or related equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions
2. Restricted Tools: The DDOC classifies a restricted tool as one that can be used by inmates either in effecting an escape or causing death or serious injury. The following tools are typical examples of a tool classified as restricted and shall not be considered all inclusive:
 - a. Diamond-point drills
 - b. Ice picks
 - c. Hones and sharpening stock
 - d. Metal cutters, blades
 - e. Bolt cutters
 - f. Cleaners
 - g. Cutting torches
 - h. Electric drills, portable
 - i. Electric bench and portable grinders
 - j. Files
 - k. Gear pullers
 - l. Diamond point and regular hacksaw blades
3. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
4. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent's directions for control of powder used and stored.

5. Lost or stolen tools must be reported to security of the DDOC immediately.
6. Broken saw blades must be removed from the property (not left or discarded on site).
7. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.
8. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example, it takes between one half hour to one hour to enter or leave the facility.
9. Proper construction clothing is required. Short pants are not permitted.
10. Contractors are advised that only limited movement will be permitted while inside the compound.
11. Completion of a DDOC Security Clearance Form is required for all employees working on the project and will remain on file for one (1) year from clearance date.

C. Special Requirements

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

III. CONTRABAND

- A. 11 *Del. C. § 1256* provides that “a person is guilty of promoting prison contraband when: (a) The person knowingly and unlawfully introduces any contraband into detention facility; or (b) The person possesses with intent to deliver any contraband to any person confined within a detention facility; or (c) Being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- B. The following items are considered contraband and shall not be permitted near, in possession of, or on the grounds of any DDOC facility:
 1. Intoxicating beverages.

2. Narcotics, hypnotics, barbiturates, hallucinogenic drugs, central nervous stimulants, tobacco or drugs, except as authorized or approved by an institution affiliated physician.
 3. Firearms or instruments customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administrator.
 4. Instruments that may be used as an aid in attempting an escape.
 5. Hypodermic needles, syringes, or other articles, instruments or substances specifically prohibited by the institution administration, except as authorized by an institution and/or Departmental Administrator.
- C. In addition to above, no inmate may possess:
1. Tools, instruments or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
 2. Money.

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SECURITY CLEARANCE APPLICATION
DELAWARE DEPARTMENT OF CORRECTION

PLEASE PRINT CLEARLY

WHO SHOULD COMPLETE THIS FORM:

- i. Applicants requesting one-time access or occasional access (whether for one facility or multiple facilities)
- ii. Applicants requesting a badge for access to one or more facilities (frequent access for period of 1 year or more)
Note: These applicants will be directed to Human Resources after this form is approved
- iii. Individuals requesting to schedule an offender visit may be asked to complete this form.

Volunteers, interns and professional service visitors must attach a letter from their sponsoring organization. Letter must be on agency letterhead, signed by the agency's director and include the name and title/role of the applicant and the name of the program.

WHO SHOULD NOT COMPLETE THIS FORM:

- (1) Attorneys
- (2) Employees of DOC's contracted medical/behavioral health provider (please contact DOC's Human Resources directly)

SECTION 1: PERSONAL INFORMATION & CRIMINAL HISTORY

NAME: _____
(LAST) (FIRST) (MIDDLE)

PLEASE LIST ALL OTHER NAMES YOU HAVE USED INCLUDING MAIDEN, NICKNAMES AND RELIGIOUS NAMES:

DOB: _____ PLACE OF BIRTH: _____ SSN#: _____

SEX: MALE / FEMALE RACE: _____ DRIVER'S LICENSE #: _____ STATE: _____

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: HOME: (____) _____ WORK: (____) _____

EMAIL: _____

PLEASE LIST WHICH FACILITY(IES) YOU ARE REQUESTING ACCESS TO:

PLEASE SELECT TYPE OF ACCESS REQUESTED

- ☐ Offender Visit
- ☐ One Time Access (i.e. single event) **No badge issued*
- ☐ Occasional Volunteer or Service Provision (Less than 3 days per week or less than 165 days per year for a period of one year or less) ** No badge issued*
- ☐ Frequent/Long Term Volunteer or Service Provision (At least 3 days per week or 165 days per year for a period of one year or more) ** You will be directed to HR to fill out a badge application packet after this form has been approved by the respective DOC Bureau Chief*

DO YOU HAVE ANY ARRESTS FOR CHARGES OTHER THAN TRAFFIC TICKETS (WHETHER CONVICTED, DISMISSED, NOLLE PROSSED, OR PARDONED)? NO/YES (IF YES, COMPLETE BELOW). IF YOU NEED MORE ROOM, PLEASE ATTACH A SEPARATE SHEET.

COUNTRY: _____ DATE: _____

OFFENSE: _____

HAVE YOU EVER BEEN *CONVICTED* OF AN OFFENSE OTHER THAN A TRAFFIC TICKET? NO /YES
(IF YES, COMPLETE BELOW). IF YOU NEED MORE ROOM, PLEASE ATTACH A SEPARATE SHEET.

COUNTRY: _____ **DATE:** _____

OFFENSE: _____ **SENTENCE:** _____

ARE YOU PRESENTLY UNDER DEPT. of CORRECTION SUPERVISION: NO/YES (IF YES, WHAT): _____

ARE YOU RELATED TO OR KNOW ANYONE INCARCERATED AT A DOC FACILITY: NO/ YES

IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: _____

SECTION 2: JUSTIFICATION FOR SECURITY CLEARANCE REQUEST *DO NOT COMPLETE THIS SECTION IF APPLYING FOR AN OFFENDER VISIT. IF REQUESTING ONE-TIME PRISON ACCESS FOR A SINGLE EVENT, ONLY ANSWER THE QUESTIONS MARKED WITH AN ASTERISK (*)*.

***REASON FOR CLEARANCE:** _____

***DATE(S) OF ACTIVITY:** _____ ***ORGANIZATION:** _____

***PROGRAM NAME:** _____

***JOB TITLE:** _____ ***HOW LONG EMPLOYED/VOLUNTEERING:** _____

ORGANIZATION ADDRESS, PHONE NUMBER, AND EMAIL:

WHAT TYPE OF VOLUNTEER OR PROFESSIONAL SERVICES WILL YOU BE PROVIDING?

DESCRIBE YOUR QUALIFICATIONS FOR PROVIDING PROFESSIONAL OR VOLUNTEER SERVICES:

LIST ANY PAST OR PRESENT PROFESSIONAL OR VOLUNTEER ORGANIZATIONS YOU PARTICIPATED IN (INCLUDE NAME, LENGTH OF SERVICE, CONTACT PERSON, AND PHONE NUMBER OR EMAIL):

SECTION 3: PLEASE READ AND SIGN ALL APPLICANTS MUST COMPLETE THIS SECTION

I understand that DOC authorities will verify my criminal record information. I also understand that my application may be rejected for any reason.

SIGNATURE: _____ **DATE:** _____

DOC USE ONLY:

The following is the result of the DELJIS and NCIC records checks:

DELAWARE WANTS/WARRANTS _____ DELWARE CRIMINAL HISTORY _____

NCIC WANTS/WARRANTS _____ NCIC CRIMINAL HISTORY _____

DELJIS/NCIC
INVESTIGATOR _____ SIGNATURE _____ DATE _____

APPROVED _____ APPROVAL EXPIRES ON: _____

DENIED _____

IF DENIED, PLEASE INDICATE REASON BELOW:

- (1) Dishonest/incomplete application;
- (2) Active pending charges/warrants/capiases;
- (3) Any criminal conviction within the past two years;
- (4) Any incarceration in a Delaware correctional facility within the past three years;
- (5) Pending litigation against DOC involving applicant, arrest for escape, conviction for smuggling prison contraband, affiliation with confirmed security threat group, or previous institutional misconduct relating to the security, life, safety, and health of the facility while incarcerated;
- (6) Other (See Investigation for info).

REVIEWER'S SIGNATURE: _____ DATE: _____

A GUIDE TO THE PREVENTION AND REPORTING OF SEXUAL ABUSE AND MISCONDUCT WITH OFFENDERS

PREA Information for Contractors, Vendors, and Volunteers with Limited Contact with Offenders

Please Read, Sign, and Return this Acknowledgement Form with the Security Clearance Application

Staff Sexual Misconduct

Delaware Department of Correction (DDOC) policy 8.60 specifically forbids any activity associated with or that promotes acts of sexual conduct, including sexual harassment between offenders and DOC staff. In this definition, “staff” includes: contractors, vendors and volunteers of the DOC. An “offender” means someone incarcerated in a correctional facility or under supervision in the community. DDOC policy 8.60 contains detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature (Policy 8.60 is available on the DDOC website at: http://www.doc.delaware.gov/downloads/policies/policy_8-60.pdf)

Forms of sexual misconduct include, but are not limited to:

1. Any behavior of a sexual nature directed toward an offender by a Department staff, contract staff, or volunteer.
2. Inappropriate touching between offenders and staff.
3. All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.
4. Sexual comments and conversations with sexually suggestive innuendos or double meanings.
5. Display or transmittal of sexually suggestive posters, objects, or messages.

Depending on the investigation findings of an alleged incident, the outcome may result in the loss of your job/assignment and the possibility of criminal charges. In addition, persons accused of sexual harassment in civil or criminal proceedings may be held personally liable for damages to the person harassed.

An Abuse of Power

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal. Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.). As a DOC contractor, vendor or volunteer, your designated assignments place you in a position of authority over the offenders with whom you interact in a professional capacity. It is not possible to have a relationship as equals because you have a responsibility to maintain custody, evaluate work performance, and/or provide input to issues that affect release dates, return to prison, or other sanctions.

Because of the imbalance of power between offenders and staff, vendors, contractors and volunteers, there can never be a consensual relationship between staff and offenders. In fact, the law states “consent” is not a defense to prosecution. Here are some factors to consider.

Some staff don't think of offenders as 'victims' of staff sexual misconduct, especially when the offender appears to be a willing participant or even initiated the sexual or 'romantic' interactions with a staff member. The offender is always the victim because of the imbalance of power. The consent or willingness of an offender to participate may be a survival strategy or a learned response to previous or current victimization. Many offenders have a history of victimization (physical and/or sexual abuse), which may make them especially vulnerable to the sexual overtures of persons in positions of authority. Their perception of affection/love may be skewed by this background of abuse, making it impossible for them to refuse advances of a staff member.

In some instances, particularly for female offenders, their survival in the community has been directly related to using their sexuality to obtain the means to survive. Coupled with low self-esteem, this carries over into their conduct in prison and while under community supervision.

As the person in authority, it is your responsibility to discourage, refuse and report any overtures as well as maintain professional boundaries at all times. Boundaries in relationships can be difficult. If you question your professional boundaries with an offender or feel uncomfortable with his/her actions or advances toward you, talk to another person you respect and/or bring this matter to the attention of a DOC employee before it gets out of control.

Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender

Some Other Things to Consider:

Amorous or sexual relationships with an offender are seldom a secret. Such behavior will subject you to disrespect and manipulation from other offenders that may be aware of your situation. Once in a relationship, professional judgment becomes clouded and the normal defenses that exist to protect you will be compromised. When acting on emotions, you may take actions that would otherwise be considered inappropriate in a correctional environment (either in custody or in the community).

Amorous or sexual relationships are inappropriate and illegal when they occur between an offender and any staff member, contractor, vendor or volunteer. Offenders depend upon staff to provide for their board and care, ensure their safety, address their health care needs, supervise their work and conduct, and act as role models for socially acceptable conduct. Your conduct and the decisions you make reflect not only on your own reputation, but also on that of your peers and the agency you represent.

How to Maintain Appropriate Boundaries:

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with offenders
- Do not share your own or other staff person's personal information with or around offenders
- When speaking to offenders about other staff, refer to the staff by their title or as Ms. or Mr.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment.

A Duty to Report

Staff must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by staff compromises the security and safety of the agency. Staff that fail to report such behavior will be held accountable and sanctioned through dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member.

I HAVE READ AND UNDERSTAND THE INFORMATION PROVIDED IN THIS DOCUMENT.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

ORGANIZATION / COMPANY _____

PROGRAM NAME: _____

DEPARTMENT OF CORRECTION DAILY CONTRACTOR TOOL & EQUIPMENT INVENTORY

The contractor tool/equipment form shall be completed and signed by all contractor personnel prior to entering a DOC facility. The following requirements apply:

1. An original signed and dated tool/equipment form shall be prepared each day.
2. This form shall serve as an inventory of all work and personal equipment carried into a Department of Correction facility and will serve to ensure that the inventoried equipment is removed from the facility at the end of the work day.
3. Each piece of work and personal equipment noted on this form shall be described in sufficient detail so that it can easily be identified and matched to the inventory by a Department of Correction staff.
4. Department of Correction strongly recommends that when work/personal equipment is to be carried into a Department of Correction facility on a repetitive basis, the equipment be marked with a unique identifier (e.g. personnel initials + number) so that it can be matched to the same unique identifier noted on the tool/equipment form.
5. Prior to entering and exiting secured areas of a Department of Correction facility, the daily tool/equipment inventory shall be reviewed and signed by the escorting officer.
6. If, prior to exiting a secured area, the preparer of this form determines that he or she cannot account for each piece of equipment, then he or she shall immediately notify the escorting officer.
7. If, prior to exiting a secure area, a Department of Correction staff cannot identify each tool or piece of equipment and reconcile it to the items inventoried on this form, then the Department of Correction staff will hold the group of contractor employees in the secure area until the discrepancy is resolved.
8. The following list of tools and equipment is representative of the items inventoried on the form. **All** tools and equipment being brought into the institution will be inventoried. Every job box will have an exact inventory of all tool boxes and equipment stored in that box. The box must be lockable and remained locked when not in use. **There are no exceptions to this rule.** List all tools for example hand tools (ex. hammers, pliers, wrenches, and screwdrivers), electrical tools (ex. measuring equipment, splicing equipment), power tools (ex. drills, saws demolition equipment) and supplies (saw blades, drill bits, fasteners). List all other equipment (ex. two-way radios, writing pads, pens, pencils, etc). However, the list may be expanded to cover equipment specific to a scope of work or project.
9. Items not permitted include, but are not limited to: firearms, medicines, pocket knives, leather man tools, tobacco, matches, lighters, gum, beer, alcohol of any kind, glass bottles or containers, aluminum cans, metal knives spoons or forks, music radios, i-Pods, newspapers, fliers, or magazines.
10. Laptop computers, cameras, cell phones, and pagers are restricted items and their use can only be approved in writing, in advance by the Warden or his designee. Failure to declare an item at the sally port will result in that item being confiscated.

Contractor Name: _____ Signature & Date: _____

Tool and Equipment Inventory

IN		OUT	
Date		Date	
Contractor Name and Signature		Contractor Name and Signature	
Staff Signature		Staff Signature	
Time IN		Time OUT	

[illegible]

[illegible]

Contract Number: _____
Contract Title: _____

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)
 NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) _____

☐	Corporation
☐	Partnership
☐	Individual

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 _____

Contract Number: _____**Contract Title:** _____**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).

Contact Name & Title:**Business Name:****Address:****Email:****Phone # / Fax #:****Number of Years Associated:****Type of Work Performed:****Contact Name & Title:****Business Name:****Address:****Email:****Phone # / Fax #:****Number of Years Associated:****Type of Work Performed:****Contact Name & Title:****Business Name:****Address:****Email:****Phone # / Fax #:****Number of Years Associated:****Type of Work Performed:**

Contract Number: _____
Contract Title: _____

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 ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ 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**



 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.



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	
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



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	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



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	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)																						
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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

☐

1-3 (Public Data)

USE ONLY

☐

1-11 (Non-Public Data)

Provider Name/Address (print): _____

Provider Authorizing Official Name (print): _____

Provider Authorizing Official Signature: _____

Date: _____