

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
NEXT GENERATION 9-1-1 EVOLUTION
ISSUED BY GOVERNMENT SUPPORT SERVICES
CONTRACT NUMBER GSS26716-E911_SVC**

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I. Overview

The State of Delaware Department of Government Support Services seeks professional services to provide a new NG9-1-1 system including the ESInet, Core Services and Call Handling Equipment. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

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

Public Notice	Date: October 12, 2026
Deadline for Questions	Date: October 26, 2026 4:00 p.m. (Local Time)
Response to Questions Posted by:	Date: November 5, 2026 4:30 p.m.(Local Time)
Deadline for Receipt of Proposals	Date: December 2, 2026 at 3:00 PM (Local Time)
Proposal Evaluation/Presentations	Date: As Required
Estimated Notification of Award	Date: TBD

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. Exceptions must be recorded on the Exceptions Form.)

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For

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technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

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

MANDATORY PREBID MEETING

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

II. Scope of Services

The State of Delaware is seeking vendors who can provide an understanding of what options are available for a National Emergency Number Association (NENA) NG9-1-1 compliant Emergency Services IP Network (ESInet), Next Generation Core Services (NGCS) and hosted call handling with long-term recording solutions. The solutions must be equipment-based, (not-cloud-based), but they do not need to physically reside in the State.

In addition, we are seeking qualified vendors to provide comprehensive public safety software solutions for use by State Public Safety Answering Points (PSAPs) and emergency response agencies. Applications include:

- Computer Aided Dispatch (CAD)
- Mobile Data System (MDS) both Windows and iOS/Android
- Browser-Based access to Computer Aided Dispatch
- Law Enforcement Records Management System (LERMS)
- Fire Records Management System (FRMS)

This solicitation allows prospective Vendors to respond to those portions of the RFP that address solutions that they provide.

Full scope of Work is outlined in Appendix A, Appendix A1 and all supplemental Appendices incorporated into this solicitation.

III. Required Information

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

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.

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3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the RFP, Section G, Item 8 (insurance).

B. General Evaluation Requirements

1. Technical Response
2. Vendor Qualifications, and Experience
3. References
4. Price Proposed
5. Operations, Maintenance and Support
6. Implementation and Project Management
7. Systems Integration and Interoperability

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at <https://www.bids.delaware.gov/> and <https://gss.bonfirehub.com/>. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this solicitation shall be made in writing through the [online bid submission portal](#). Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the solicitation designated contact, through an addendum posted on <https://mmp.delaware.gov/Bids/> and <https://gss.bonfirehub.com/>. The designated contact for this solicitation is:

Lisa Murphy

5. Consultants and Legal Counsel

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

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6. Contact with State Employees

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

7. Organizations Ineligible to Respond

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

8. Exclusions

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

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

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposal Submission Requirements & Format

Proposals are to be submitted: **Electronically.**

Bidders shall submit their Proposal in the format specified above. Failure to submit a Proposal in the required format or through the required submission method may result in the Proposal being deemed non-responsive.

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All Proposals are to be sent/submitted to the State of Delaware and received no later than 3:00 PM (Local Time) on December 2, 2026.

The proposing vendor bears the risk of delays in delivery, regardless of format requirement.

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

Solicitation responses may be submitted through the online bid submission portal at: <https://gss.bonfirehub.com/> or hand delivered to address listed below. Refer to Appendix C – Proposal Submission Instructions for more details. Failure to submit a proposal in the required format or through the required submission method may result in the proposal being deemed non-responsive.

If **electronic submission** is required, Bidders shall submit their proposal through the method identified above, which may include an electronic procurement platform, designated email submission mailbox, or other approved electronic submission method. Electronic submissions must include all required documents and attachments in the file formats specified within this RFP.

3. Proposal Modifications

Vendors will have the ability to modify their submissions up to the Submission Deadline in the [online bid submission portal](#).

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

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

6. Late Proposals

Proposals submitted after the specified date and time will not be accepted by the [online bid submission portal](#). Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt within the [online bid submission portal](#).

7. Proposal Opening

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

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8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's solicitation response (response) will be treated as confidential during the evaluation process. As such, vendor responses will not be available for review by anyone other than the State of Delaware Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information until a fully executed contract is received unless such disclosure is required by law or by order of a court of competent jurisdiction.

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

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"). Responses must contain sufficient information to be evaluated. Through the [online bid submission portal](#), vendors will submit two copies of their solicitation response. One shall be marked original containing the full solicitation response. The second shall be marked redacted copy, redacting those items the vendor is looking to mark confidential.

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The redacted copy must include the completed confidentiality form describing the items redacted, representing in good faith that the information is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each redaction meets the said definitions.

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 response to the solicitation herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a response to a solicitation may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor” for each solution component described in the Scope of Services. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-responding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.17 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting

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assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

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

c. Multiple Proposals

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

• RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of this solicitation. All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this solicitation must be received through the [online bid submission portal](#) by October 26, 2026, at 4:00 p.m. (EST) referencing the section, page number, text of passage being questioned, and the question. All questions will be answered in writing by November 5, 2026, at 4:30 p.m. (EST) with responses posted on <https://bids.delaware.gov> and <https://gss.bonfirehub.com/>.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether

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they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

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

18. Potential Contract Overlap

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

19. Supplemental Solicitation

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

20. Notification of Withdrawal of Proposal

Vendors will have the ability to withdraw their submissions up to the Submission Deadline in the [online bid submission portal](#).

21. Revisions to the RFP

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

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22. Exceptions to the RFP

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

23. Business References

Provide three (3) business references consisting of current or previous customers of similar scope and value, completing the Business Reference Form. Include business name, mailing address, contact name and email, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive proposal process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

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

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* § [6986](#).

Criteria Weight

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

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Criteria	Weight
Technical Response	35
Vendor Qualifications, and Experience.	10
References	10
Price	15
Operations, Maintenance, and Support	10
Implementation and Project Management	15
Systems Integration and Interoperability	5
Total	100

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

3. Proposal Clarification

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

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

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

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

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

III. Contract Terms and Conditions

A. Mandatory Contract Use

REF: Title 29, Chapter [6911\(d\)](#) Delaware Code. All Covered Agencies as defined in 29 *Del. C.* § [6902](#)(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the mandatory use requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 *Del. C.* § [6904](#)(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company, or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by *Del. Code*, Chapter 69, Title 29 § 6910.

B. Cooperative Use of Award

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

C. General Information

1. The term of the contract between the successful vendor(s) and the State shall be for ten (10) years with five (5) optional extensions for a period of one (1) year for each extension.
2. 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.
3. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of

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the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.

4. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
5. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
6. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the proposal specifications and the special instructions, once it is received by the awarded vendor.
7. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
8. 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.
9. Vendors are not restricted from offering lower pricing at any time during the contract term.

D. Collusion or Fraud

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

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

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

E. Lobbying and Gratuities

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

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

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

F. Solicitation of State Employees

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

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

G. General Contract Terms

1. Independent Contractors

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

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

2. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that

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individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

3. Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

4. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e., per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged, nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

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5. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2101.

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

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

6. Notice

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

**Lisa Murphy
Government Support Services
600A S. Bay Road
Dover, DE 19901-4604**

7. Indemnification

a) General Indemnification

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

b) Proprietary Rights Indemnification

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

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in

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vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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

8. Insurance

- a) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- b) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- c) As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.
 - (1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - (2) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
 - (3) Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - (a) \$1,000,000 combined single limit each accident, for bodily injury;
 - (b) \$250,000 for property damage to others;

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- (c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - (d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and
 - (e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.
- d)** The successful vendor must carry at least one of the following depending on the scope of work being performed.
- (1) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
 - (2) Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
 - (3) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- e)** Should any of the policies described above be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- f)** Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:
- State of Delaware
Government Support Services
Contract No: GSS26716-E911_SVC
600A S. Bay Road
Dover, DE 19901-4604
- g)** Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
- h)** To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
- i)** In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

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- j) The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).
- k) The State of Delaware shall not be named as an additional insured.

9. Performance Requirements

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

10. Bid Bond

The Bid Bond requirement has been waived.

11. Performance Bond

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Government Support Services with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 2 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

12. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

13. Warranty

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

14. Costs and Payment Schedules

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

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

15. Liquidated Damages

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

16. Dispute Resolution

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

17. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section 16 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. Termination of Contract

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

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

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State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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

b) Termination for Convenience: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c) Termination for Non-Appropriations: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

19. Non-discrimination

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

20. Covenant against Contingent Fees

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

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otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21. Vendor Activity

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

22. Vendor Responsibility

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

23. Personnel, Equipment and Services

- a) The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b) All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c) None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in the Subcontractor Form are considered approved upon award. Changes to those subcontractor(s) listed in the solicitation response must be approved in writing by the State.

24. Fair Background Check Practices

Pursuant to 29 Del. C. [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§ 711\(g\)](#) for applicable established provisions.

25. Vendor Background Check Requirements

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

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

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site premises service for contract vendors. Should an individual be identified, and the Vendor(s) believes their employee's service does not represent a conflict with this

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requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

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

Individual agency requesting services may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided, the location(s) being accessed, or as a matter of law. This includes, but may not be limited to, background checks that are compliant with 31 Del. C. §309 and/or 16 Del. C. § 1141 or other applicable laws. The agency requesting service is responsible for notifying the vendor of any special requirements at the time-of-service request, including the applicability of 31 Del. C. §309 and/or 16 Del. C. § 1141 or other statutory requirements. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract. The Vendor(s) shall be responsible for all costs associated with background check requirements. The access to and the provision of services by the Vendor or its agents may be withheld until background checks are completed and deemed accepted by the Agency requesting services.

26. Drug Testing Requirements for Large Public Works

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

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

27. Work Product

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

28. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute

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

29. Applicable Law

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

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

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

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

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

30. Severability

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

31. Assignment of Antitrust Claims

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

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the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

32. Scope of Agreement

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

33. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

34. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

35. IRS 1075 Publication (If Applicable)

a) Performance

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

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any

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manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and

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the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b) Criminal/Civil Sanctions

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

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

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter

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must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c) Inspection

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

36. Other General Conditions

- a) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- b) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- c) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- d) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- e) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered, and corrective action taken, until final system acceptance.
- f) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- g) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- h) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- i) **Billing** - The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- j) **Payment** - The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (PCard), or Single Use Account (SUA). The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal

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value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

- k) **Federal Tax ID** - The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for "matching"/ If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

- l) **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS26716-E911_SVC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- m) **Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- n) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

IV. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

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

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

B. Definitions of Requirements

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

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C. Production Environment Requirements

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

V. Supporting Documentation

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

- Sample Report 1 - Monthly Usage Report
- Sample Report 2 – Subcontracting (2nd Tier Spend) Report
- Attachment 1 – Office of Supplier Diversity Application
- Attachment 2 – Performance Bond
- Appendix A – Scope of Work/Technical Requirements – ESInet-NGCS
- Appendix A1-Scope of Work/Technical Requirements - CAD
- Appendix B – Pricing – ESInet-NGCS and CHaaS
- Appendix B1 – Pricing – CAD, Mobile, LERMS and Fire RMS
- Appendix C – Online Bid Submission Portal Instructions
- Appendix D – Vendor Information Forms
- Appendix E – Technical General, CHaaS-REC and ESInet-NGCS
- Appendix F – Interfaces & Integration Requirements
- Appendix G – CAD & Mobile Data Functional Specifications
- Appendix H – Law Enforcement Records Management Specifications
- Appendix I – Fire Records Management Specification Inspections
- Appendix J – Questionnaire
- Appendix K – Sample Professional Services Agreement Draft
- Appendix L – CHaaS-Recorder Service Level Agreement
- Appendix M – ESInet and NGCS Service Level Agreement

IMPORTANT – PLEASE NOTE

REQUIRED REPORTING

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

A complete and accurate Usage Report (Sample Report -1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@delaware.gov, with a copy going to the contract officer identified

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

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Sample Report - 2.

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

Sample Report - 1

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendousage@delaware.gov. It shall contain the six-digit department and organization code for each agency and school district.

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Sample Report - 2

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required		Requested detail									
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vend or Conta ct Name *	Vend or Conta ct Phon e*	Repo rt Start Date *	Repo rt End Date *	Amount Paid to Subcontrac tor*	Work Performed by Subcontra ctor UNSPSC	M/WB E Certifyi ng Agency	Veteran/Ser vice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descript ion of Work Perform ed	2nd tier Suppli er Tax Id	Dat e Pai d	

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

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



The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

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

Email: osd@delaware.gov

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

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



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Attachment 2

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

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Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Witness

Name

Title

Date

Company Name

Company Address

SURETY

Witness

Name

Title

Appendix A - SCOPE OF WORK AND TECHNICAL REQUIREMENTS- ESInet-NGCS

1. INTRODUCTION AND BACKGROUND

The State of Delaware ("State") has a population of just over 1 million, according to the 2024 US Census data. The State processes approximately 600,000 emergency 911 calls and non-emergency administrative calls (each) per year. Text-to-911 calls total about 5,000 per year. All call-types; 911, admin, and text are integrated into their current Viper Call Handling Equipment (CHE)..

The State has 8 primary PSAPs total, (3 county PSAPs, 4 city PSAPs and 1 university PSAP). Three PSAPs use ACD, the rest use ring-all. There are 128 total positions across all PSAPs, plus there are 15 laptops that are shared as needed for remote call-taking purposes. Additionally, all 3 county PSAPs have dedicated positions for State Police (SP).

All PSAPs use Rapid SOS for AML services. Each PSAP has their non-emergency 10-digit lines integrated into the Viper, both SIP and analog (hundreds of each), and the State would like to continue with this model in the future. Additionally, there is an assortment of ring-downs the State would like to keep for various reasons.

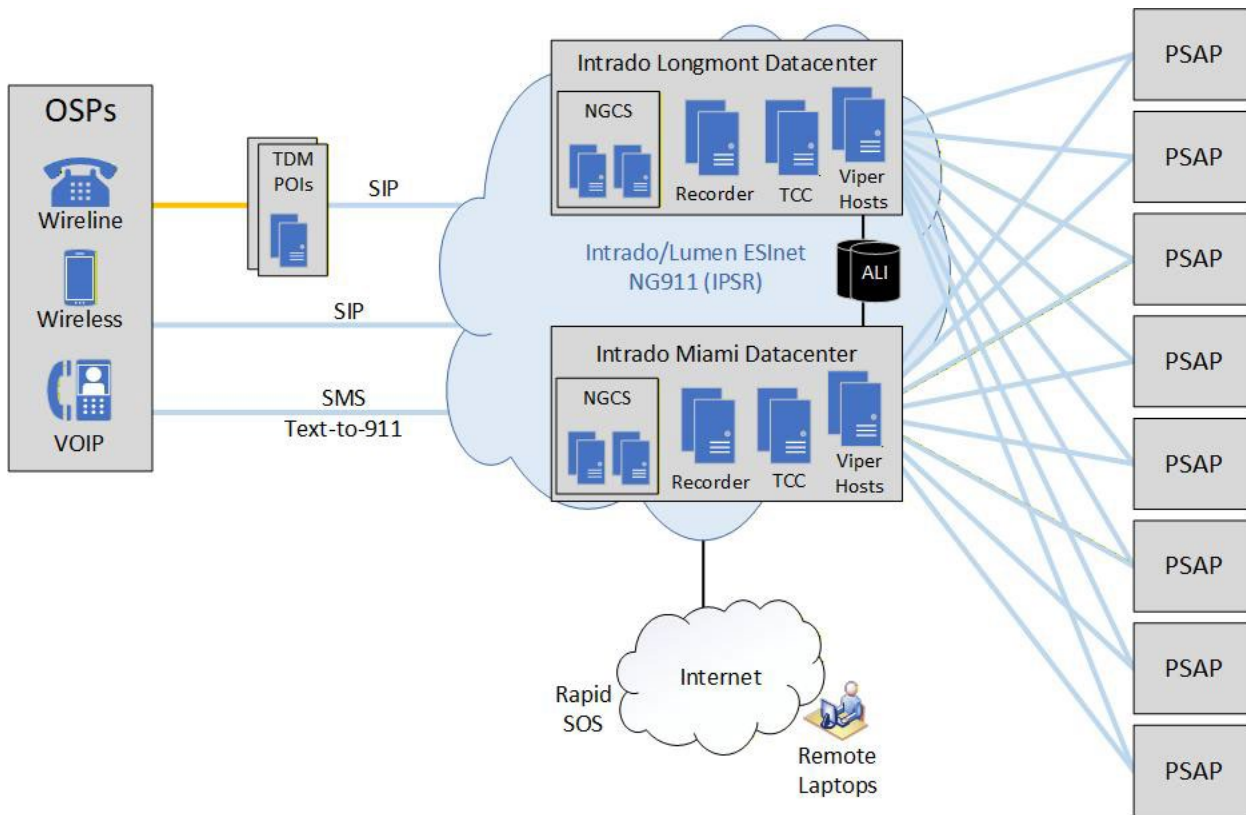
Currently, the State has an RFAI deployment with Intrado's three-core NGCS platforms. Core A & C reside at Longmont, CA and Core B resides at Miami, FL. All PSAPs are currently i3. However, currently only one PSAP has done so. Intrado also hosts the State's all-handling and recording service out of Miami and Longmont, which all PSAPs share. The call handling system is a Viper version 7.0.3, and long-term Recording service is provided by Verint. The Verint system includes both a legacy Audiolog version 5.4.2 as well as a newer version 15 solution. The Recording service supports an assortment of integrations-911, administrative, analog, SIP, P25 radio, talk groups, 700MHz, 800MHz, DEMA, DOT, etc. If a new hosted call-handling solution is purchased as a result of this solicitation, a replacement of the Verint Recording solution will also be required by the awarded vendor. The State's CAD solution is provided by Tyler Technologies, version 2023-2 build 11.1.15, except one PSAP uses a Central Square CAD version 22.3.10-the CHE solution is expected to integrate with these systems as well. All parts of the State's solution mentioned above are supported 24/7/365 by 5 local Intrado technicians that reside within the State, or within an hour drive. This includes the ESInet, CHaaS network, CHaaS hosts, Recording equipment, PSAP workstations, cabling, Text-to-911, system upgrades, system maintenance, (other_ system integrations, reporting, escalations, etc. All Vendor proposed solutions must include onsite support resources.

2. RESPONSE REQUIREMENTS

The State wishes to understand what NENA i3 compliant geo-diverse solutions are available that support the architecture and integrations described above, eliminate legacy ALI queries, and support upcoming initiatives like Originating Service Provider (OSP) transitions to Session Initiation Protocol (SIP), (per FCC Report and Order), and deployment of new technologies like Real Time Text (RTT) and Emergency Incident Data Object (EIDO).

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Below is a diagram showing the high-level architecture of the State's current NG 9-1-1 implementation:



2.1 RESPONSE GUIDELINES

The Technical Requirements appendices are comprised of a list of requirements that apply to all Vendors proposing a solution to the State. Each Vendor is required to clearly select one (and only one) of the values as it applies to each requirement (Complies, Does Not Comply, Partially Complies) as follows:

- **Complies** – The Vendor/Solution fully satisfies the requirement
- **Does Not Comply** – The Vendor/Solution does not satisfy the requirement
- **Partially Complies** – The Vendor/Solution will substantially (though incompletely or, perhaps, in an alternative way) satisfy the requirement

Following each requirement is a space for the Vendor to add additional information that supports, or elaborates upon, the compliance declaration for the requirements in the table. Vendors are required to provide a response and detailed description for each requirement.

3. INDUSTRY STANDARDS

The State seeks a standards-based solution that complies with nationally accepted standards and requirements applicable to Internet Protocol (IP)-network architecture, security, and interface functionality. All aspects of the Vendor's proposed system design, software, interoperability, security, deployment, and operation shall be in full compliance with the applicable standards, requirements, and recommendations

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identified in documents listed in the table below. Applicable standards-development organizations (SDOs) include:

- Alliance for Telecommunications Industry Solutions (ATIS)
- Association of Public-Safety Communications Officials (APCO) International
- Department of Justice (DOJ)
- Internet Engineering Task Force (IETF)
- National Emergency Number Association (NENA)
- National Institute of Standards and Technology (NIST)
- Telecommunications Industry Association (TIA)
- The Monitoring Association (TMA) (formerly known as the Central Station Alarm Association (CSAA))
- Additional standards or requirements (technical or otherwise) dictated by statute (federal, state, or local), regulation, client policy, procurement rules, grant funding requirements, etc.

The Vendor's solutions and services shall comply with any additional standards, requirements, statutes, and policies as identified in specific sections throughout this document.

4. ADOPTED STANDARDS

SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date ¹
APCO/TMA ANS (Formally known as CSAA)	2.101.3-2021	<i>Alarm Monitoring Company to Emergency Communications Center (ECC) Computer-Aided Dispatch (CAD) Automated Secure Alarm Protocol (ASAP)</i>	Provides detailed information on data elements and structure standards for electronic transmission of new alarm events from an alarm monitoring company to an ECC.	Version 3.4 2021
APCO/ NENA ANS	1.102.3.2020	<i>Emergency Communications Center (ECC) Service Capability Criteria Rating Scale</i>	Provides an assessment tool to evaluate current capabilities of the ECC against models representing the best level of preparedness, survivability, and sustainability amidst a	Version 3, January 30, 2020

¹ For any standards, if a newer version is available at the time of publication of this document, compliance will be judged relative to the latest version. The exception to this being NENA/APCO-INF-005.1-2014 for which compliance will be judged relative to NENA's updated Emergency Incident Data Object STA document.

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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date ¹
			wide range of natural and manmade events.	
ATIS/TIA	ATIS J-STD-110.v002	<i>Joint ATIS/TIA Native SMS/MMS Text To 9-1-1 Requirements and Architecture Specification</i>	Defines the requirements, architecture, and procedures for text messaging to 9- 1-1 emergency services using native Commercial Mobile Service Provider (CMSP), Short Message Service (SMS) or Multimedia Message Service (MMS) capabilities for the existing generation and next generation (NG9-1-1) Public Safety Answering Points (PSAPs).	Release 2 May 1, 2015
ATIS	ATIS-0700015.v006	<i>ATIS Standard for Implementation of 3GPP Common IMS Emergency Procedures for IMS Origination and ESInet/Legacy Selective Router Termination</i>	Provides standards addressing communications originating from an IP Multimedia Subsystem (IMS) subscriber and delivered to a National Emergency Number Association (NENA) i3 Emergency Services IP network (i3 ESInet) and associated NG9-1-1 Core Services (NGCS), or to a legacy Selective Router	Version 6 February 2026
ATIS	ATIS-1000074.v003	<i>Signature-based Handling of Asserted information using toKENs (SHAKEN)</i>	This document provides telephone service providers with a framework and guidance on how to utilize	Version 3 August 2022

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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date ¹
			Secure Telephone Identity (STI) technologies to validate legitimate calls and mitigate illegitimate spoofing of telephone identities on IP-based service provider voice networks	
U.S. Department of Justice	CJISD-ITS-DOC-08140-5.9	<i>Criminal Justice Information Services (CJIS) Security Policy</i>	Provides information security requirements, guidelines, and agreements reflecting the will of law enforcement and criminal justice agencies for protecting the sources, transmission, storage, and generation of criminal justice information.	Version 5.9 June 1, 2020
IETF	RFC 3261	<i>SIP: Session Initiation Protocol</i>	Describes the SIP, an application-layer control (signaling) protocol for creating, modifying, and terminating sessions (including Internet telephone calls, multimedia distribution, and multimedia conferences) with one or more participants.	January 21, 2021
IETF	RFC 6874	<i>Representing IPv6 Zone Identifiers in Address Literals and Uniform Resource Identifiers</i>	Extends RFC 3986 to include IPv6 to include zone identifiers and address literals	July 29, 2020
IETF	RFC 7852	<i>Additional Data Related to an Emergency Call</i>	Describes data structures and mechanisms to convey information about	July 2016

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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date ¹
			an emergency call, caller, or location to the PSAP by value or by reference	
IETF	RFC 7090	<i>Public Safety Answering Point (PSAP) Callback</i>	Describes a mechanism for marking PSAP callbacks using a new header field value for the SIP Priority header field, called "psap-callback"	April 2014
IETF	RFC 8224	<i>Authenticated Identity Management in the Session Initiation Protocol (SIP)</i>	This document defines a mechanism for securely identifying originators of SIP requests	February 2018
IETF	RFC 8865	<i>T.140 Real-Time Text Conversation over WebRTC Data Channels. Updates RFC 8373</i>	Specifies how a Web Real-Time Communication (WebRTC) data channel can be used as a transport mechanism for real-time text.	Version 1 January 2021
NENA	REQ-001.1.2-2018	<i>Next Generation 9-1-1 PSAP Requirements Document</i>	Provides requirements for functions and interfaces between an i3 PSAP and NGCS, and among functional elements associated with an i3 PSAP	June 10, 2018
NENA	STA-006.3-2026	<i>Standard Data Formats for 9-1-1 GIS Data Model</i>	Defines the GIS data information, formats, requirements and related information used in NENA Next Generation 9-1-1 (NG9-1-1) Core Services (NGCS)	Version 3 March 11, 2026
NENA	STA-008.2-2014	<i>Registry System Standard</i>	Describes how registries (lists of values used in	October 6, 2014

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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date ¹
	<u>(originally 70-001)</u>		NG9-1-1 functional element standards) are created and maintained	
NENA	<u>STA-010.3f-2021</u>	<i>NENA i3 Standard for Next Generation 9-1-1</i>	Builds upon prior NENA publications including i3 requirements and architecture documents and provides additional detail on functional standards	Version 3f December 17, 2024
NENA	<u>NENA-STA-015.10.1-2026</u>	<i>NENA Standard Data Formats for E9-1-1 Data Exchange & GIS Mapping</i>	Provides standard formats for Automatic Location Identification (ALI) data exchange between Service Providers and Data Base Management System Providers	Version 10.1 March 24, 2026
NENA	<u>INF-016.2-2018</u> <u>(formerly 08-506)</u>	<i>Emergency Services IP Network Design Information Document (ESIND) for NG9-1-1</i>	Provides information that will assist in developing the requirements for and/or designing an i3-compliant ESInet	April 5, 2018
NENA	<u>NENA-STA-018.2-2021</u> <u>(originally 05-001)</u>	<i>NENA Standard for the Implementation of the Wireless Emergency Service Protocol E2</i>	This document clarifies the E2 interface defined in J-STD-036 and defines the content of parameters that are not fully defined therein	Version 2 February 17, 2021
NENA	<u>NENA-STA-027.3.1-2025</u>	<i>NENA E9-1-1 PSAP Equipment Standards</i>	This standard defines the PSAP equipment requirements intended for use by users, manufacturers, and providers of E9-1-1 Customer Premises Equipment (CPE).	Version 3.1 December 8, 2025

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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date ¹
NENA	08-751	<i>i3 Technical Requirements Document</i>	Provides requirements for ESInet architecture and security, among other i3 PSAP functions, and establishes a foundation for future i3 standards development	Version 1 September 28, 2006
NENA	54-750	<i>NENA/APCO Human Machine Interface & PSAP Display Requirements (ORD)</i>	Prescribes requirements for the human machine interface (HMI) display for the Next Generation 9-1-1 (NG9- 1-1) System.	Version 1 October 20, 2010
NENA	NENA-STA-040.2	<i>Security for Next Generation 9-1-1 (NG-SEC)</i>	Establishes the minimal guidelines and requirements for levels of security applicable to NG9-1-1 entities	November 4, 2024
NENA	75-502	<i>Next Generation 9-1-1 Security (NG-SEC) Audit Checklist</i>	Provides the educated user a method to document an NG-SEC Audit	Version 1 December 14, 2011
NENA	NENA-REF-012.1-2025	<i>NG9-1-1 Security (NG-SEC) Information Document</i>	This document is a companion to NENA-STA-040.2-2024, NENA Security for Next Generation 9-1-1 Standard (NG-SEC), and is used to assess compliance with requirements specified in NENA-STA-040.2-2024	May 6, 2025
NENA	NENA-INF-008.2-2013 (previously NENA 77-501)	<i>NENA NG9-1-1 Transition Plan Considerations Information Document</i>	Provides NENA's recommendations for transitioning to NG9-1-1	November 20, 2013

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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date ¹
NENA	NENA-INF-040.2.2022	<i>NENA Managing & Monitoring NG9-1-1 Information Document</i>	Provides guidance on best practices for monitoring and managing NG9-1-1 services and infrastructure.	July 27, 2022
NENA	NENA-STA-021.1b--2022	<i>NENA Standard for Emergency Incident Data Object (EIDO)</i>	Provides standard format for exchanging emergency incident data between disparate systems and agencies	Version 1b December 17, 2024
NENA	NENA STA-031.1-2021	<i>NENA Standard for Interconnecting Emergency Services IP Networks and Public Safety Broadband Networks</i>	Establish standards for interconnections between ESInets and other broadband networks used by first responders	October 14, 2021
NENA	NENA-STA-034.1-2022	<i>NENA Legacy Selective Router Gateway (LSRG) Standard</i>	Provides a technical standard for the LSRG which is a signaling and media connection point between a legacy Selective Router and an i3 ESInet/NGCS	March 17, 2022
NENA / NIOC	NG9-1-1 PKI VP V1.0	<i>NG9-1-1 Interoperability Oversight Commission (NIOC) (PSAP) Credentialing Authority (PCA) Certification Validation Guidelines</i>	Provides the security requirements needed to support the secure validation for issuance of Certificates in NG9-1-1 by the PCA Certification Authorities (CAs) in the NG9-1-1 Public Key Infrastructure.	V1.0.0 February 9, 2022
NENA / NIOC	NG9-1-1 PKI CP v1.2	<i>Public Safety Answering Point (PSAP)</i>	Provides the security requirements needed to support the secure	V1.2 June 26, 2024

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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date ¹
		<i>Credentialing Agency (PCA) Certificate Policy</i>	issuance of Certificates in NG9-1-1 by the PCA CAs in the NG9-1-1 Public Key Infrastructure.	
NIST	FIP S 140-3	<i>Security Requirements for Cryptographic Modules</i>	Specifies security requirements that will be satisfied by a cryptographic module utilized with a security system protecting sensitive but unclassified information	Version 2 March 22, 2019
NIST	Cybersecurity Framework 2.0	<i>The NIST Cybersecurity Framework (CSF) 2.0</i>	Provides standards, guidelines, and best practices that promote the protection of critical infrastructure	Version 2.0 February 26, 2024
TIA	TIA-942-B	<i>Telecommunications Infrastructure Standard for Data Centers</i>	Specifies the minimum requirements for telecommunications infrastructure of data centers and computer rooms, including single-tenant enterprise data centers and multi-tenant Internet-hosting data centers	Revision B July 12, 2017

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5. PSAP Locations

PSAP Name	FCC Id	County	Jurisdiction	PSAP Type	Positions	Address
Dover Police 911 Center	1433	Kent	City of Dover	Primary	8	400 S Queen Street, Dover, DE 19904
Kent County Emergency Operations Center	1434	Kent	Kent County	Primary & Secondary	22	911 Public Safety Blvd, Dover DE 19901
New Castle County Emergency Operations Center	1435	New Castle	New Castle County	Primary & Secondary	44	3601 N. Dupont Highway, Dew Castle, DE 19720
Newark 9-1-1 Center - Newark Police Department	1436	New Castle	City of Newark	Primary	8	220 South Main Street, Newark, DE 19711
Rehoboth 9-1-1 Center - Rehoboth Police Department	1437	Sussex	Rehoboth Beach	Primary	4	229 Rehoboth Avenue, Rehoboth Beach, DE 19971
Sussex County Emergency Operations Center	1439	Sussex	Sussex County	Primary	23	21911 Rudder Lane, Georgetown, DE 19947
University of Delaware 9-1-1 Center	1440	New Castle	University of Delaware Campus	Primary	5	413 Academy Street, Newark, DE 19716
Wilmington 9-1-1 Center	1441	New Castle	City of Wilmington	Primary	14	300 N. Walnut Street, Wilmington, DE 19801

NEXT GENERATION 9-1-1 EVOLUTION Contract No. GSS26716-E911-SVC

Appendix A1 - CAD Scope of Work

A. OVERVIEW

The Division of Communications (DivComm) within the Delaware Department of Safety and Homeland Security publishes this RFP seeking the following public safety software for public safety answering points (PSAPs) and emergency responders across the state of Delaware:

- Computer Aided Dispatch (CAD)
- Mobile Data System (MDS) both Windows and iOS/Android
- Browser-Based access to Computer Aided Dispatch
- Law Enforcement Records Management System (LERMS)
- Fire Records Management System (FRMS)

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for public safety software as described in this Request for Proposals. The contract will require the Vendor(s) to cooperate with the ordering agency to ensure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

DivComm, on behalf of the state's emergency communications and response community, operates an integrated suite of Tyler's CAD/MDS, LERMS and FRMS software across five geographically distributed core servers throughout the state. The CAD core configuration in Table 1 outlines the PSAPs assigned to each core within the state and the number of concurrent users that are allocated in those cores to access the Tyler CAD solution, which is the current software licensing model utilized by Tyler.

Table 1: CAD Core Configuration

Core Name	PSAPs Utilizing	Concurrent Users
New Castle	New Castle County and Wilmington PD	28
North	DSP, University of Delaware PD and Newark PD	13
Central	DSP, Kent County, Dover PD	20
South	DSP and Rehoboth PD	10
State	Milford PD/Smyrna PD/DSU/DelDOT TMC	13

Apart from the PSAPs noted above, Sussex County operates its own CentralSquare system that is independent of the state's Tyler CAD and operates on its own core. Despite operating its own system today, Sussex County is considering joining the state system if the solution chosen is aligned with their operational requirements. Adding Sussex County would increase the 79 concurrent users in table above by eleven (11) dispatch positions.

In conjunction with CAD access by the PSAPs through their respective cores, all the above agencies have law enforcement personnel who utilize their core for access to the Tyler LERMS. The state core also hosts the Department of Alcohol and Tobacco Enforcement (DATE) and the Capitol Police for LERMS. To ensure

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adequate system access across all five cores - New Castle, North, Central, South and State, the vendor shall provide a minimum of 400 concurrent LERMS user licenses available at any given time.

In addition to the CAD and LERMS systems noted above, the Division of Communications seeks a fire records management solution (FRMS) that would be procured by the state and hosted with the other solutions. Currently, precise numbers of users for the existing FRMS, as well as mobile, handheld and browser-based CAD, are not available but will be clarified with the selected vendor prior to contract signing.

C. STATEMENT OF NEEDS

As is evident in Section B, the five-core solution currently deployed in Delaware is inefficient. This architecture creates an increased hardware and maintenance/support burden on the state. The current architecture is not conducive to advancing situational awareness across PSAPs or enhancing the aggregation and sharing of data. The state seeks to overcome these deficiencies and procure an integrated solution that reduces the number of cores, if an on-premises solution is proposed, or migrate to a cloud-hosted system that will meet performance and operational needs.

DivComm recognizes that FRMS software is not often bundled in an integrated suite with CAD and RMS and that many leading FRMS solutions are sold independently. Consequently, DivComm will allow vendor teaming between vendors and will also entertain independent FRMS proposals; however, independent proposals must be cloud-hosted to avoid any on-premises hardware and maintenance overhead for the state.

Vendors should take note of the description of how the LERMS is utilized by law enforcement across the state and realize that the Delaware Criminal Justice Information System (DELJIS) provides all state law enforcement agencies with its own reporting application for incident reports, crashes, tickets and other functionality (e.g., towing) – Law Enforcement Investigative Support Suite (LEISS). Consequently, the current RMS system is primarily used as a repository to warehouse reports transferred from LEISS and to perform analytics, case management and other investigative search functions. The current RMS has no connection to National Incident-Based Reporting System (NIBRS) and only has two primary interfaces 1) integration with CAD and 2) the data feed from the Delaware State Police operated LEISS system. Ancillary RMS modules are used by agencies, such as evidence and property management, booking, equipment management, etc., as is indicated in Appendix G, CAD & Mobile Data Functional Specifications. Moving forward, the state does not envision any change in the relationship between the LEISS platform and RMS software procured via this RFP. Delaware's expectation is that because the RMS software is used in a limited functional capacity, limited functional pricing will be available for LERMS clients/subscribers.

D. SOFTWARE DESCRIPTION AND SYSTEM ARCHITECTURE

CAD and Mobile Data Software Description and Overview of Capabilities – Proposers should provide a detailed description of their CAD and Mobile Data System (MDS) and how the two solutions seamlessly integrate to provide telecommunicators and emergency responders with a common operating picture. Screenshots of CAD call taking, dispatching, mapping and mobile data screens are encouraged to provide a descriptive overview of the solution proposed. The CAD description should include, but not be limited to, the following areas:

- a. The ability of the system to ingest 911 call handling information and locate callers rapidly to initiate event creation.
- b. The importance of command line capabilities should not be underemphasized as seasoned call takers can rapidly input critical data quickly and efficiently via the command line.
- c. The ability to duplicate calls from multiple disciplines is of paramount importance in providing emergency services.

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- d. Robust mapping capabilities to locate callers and emergency services personnel are of vital importance in dispatch operations.
- e. The system should be capable of having static resource recommendations embedded within the CAD map for multiple disciplines and make use of automatic vehicle location (AVL) data to override a static response recommendation.
- f. The mobile data system must be tightly integrated with CAD allowing dispatchers to share critical information with the field as it is captured.
- g. Pre-configured and ad-hoc event timers that notify dispatch personnel when to perform status check on field personnel.
- h. The MDS should consume real time CAD event data with access to premise alerts, hazards and prior location history readily accessible to emergency responders in the field, with visual alerts to notify field users.
- i. Integrated access to DELJIS where returns are easily discernible, and officers know immediately if an NCIC hit has been received.
- j. Self-initiated dispatch that captures location and time stamps unit status once activated.

LERMS Software Description and Overview of Capabilities – Proposers should provide a detailed description of their LERMS solution, specifically how it can serve as a data repository to receive data from the state-mandated Law Enforcement Investigative Support Suite (LEISS). Appendix H, Limited LERMS Functional Specifications, requests functional capabilities for incident reporting, crash reporting and e-ticketing, however, those modules will serve as data collection modules to receive those identified reports from LEISS. Consequently, data transferred from LEISS must create master name entries, master vehicle and location entries that can be searched and used for data analytics. All NIBRS reporting is performed by LEISS, so the proposed LERMS will have limited interfaces. Despite serving as a data repository for reports imported from LEISS, the LERMS does serve as the primary intake system for property and evidence and performs other business functions, such as, case management, personnel activity tracking, data analytics, among others as noted in Appendix H.

FRMS Software Description and Overview of Capabilities – Proposers should provide a detailed description of their FRMS solution that is compliant with the latest national standard for fire reporting (<https://neris.fsri.org/>). The FRMS should be a full-featured platform that offers the modules described in Appendix I. As referenced earlier in the RFP, personnel from both career and volunteer fire departments must have access to the system to input fire incidents and other pertinent data. The FRMS solutions must be capable of interfacing with CAD and receiving real-time CAD event data so that reports can be created without waiting for event closure.

Software Licensing – As noted in this RFP, Delaware emergency communications and response agencies operate in a unique manner and, consequently, require a flexible and reasonable licensing model that is commensurate with the usage of the various software applications procured and deployed. Vendors must provide detailed pricing for the applications proposed in Appendix K but should provide an overview of the licensing model in response to this section so that evaluators will better understand the details provided in the completed cost proposal workbook. Proposals offering site/enterprise licensing or concurrent user threshold licensing are most preferred by Delaware as it affords maximum flexibility over a defined subscriber or client licensing model.

In providing a licensing overview in response to this section, Vendors must keep in mind that the state requires predictable pricing for budgeting purposes and maximum flexibility should the user community increase over time. If Vendors would like to offer an alternative licensing model that they perceive as financially beneficial to the state, they are encouraged to do so in their proposal.

System Architecture – Delaware emergency communications currently operate on a five-core system

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architecture. Vendors shall describe in detail the system architecture and design of the proposed solution, including whether the solution is on-premises, cloud-hosted, or a hybrid architecture. The response shall describe how the proposed architecture will efficiently support and replace the functionality of the existing five-core system, including system components, core structure, connectivity, redundancy, scalability, security, and integration with other required systems.

Vendors must provide a system architecture/design diagram that clearly illustrates the proposed solution and aligns with the system architecture and description provided in the Vendor's response. The diagram shall identify the major system components, cores or logical system divisions, connectivity between components, interfaces, and any applicable hosting or infrastructure elements.

E. IMPLEMENTATION STATEMENT OF WORK AND PROPOSED TIMELINE

1. PROJECT MANAGEMENT, JOINT PROJECT TEAM, AND SYSTEM CONFIGURATION

Vendors shall provide an overview of their implementation approach that details how their Project manager will:

- Coordinate project activities
- Oversee tasks, associated deliverables and completion of milestones
- Conduct bi-weekly project update conference calls
- Provide monthly status reports and other necessary documentation needed for the project (i.e., action item logs, software issue tracker, risk register)
- Indicate roles and responsibilities of others assigned to assist the PM to deploy the system

After describing the project approach, team and tasks, Delaware requires vendors to identify the number of personnel that will be needed to configure each system. The necessary weekly commitment (e.g., 25%, 50%) over a specified time period (e.g., 2 months, 3 months) to successfully configure and test the proposed system. The below bulletized list of resources can be used as reference:

- DE Project Manager
- CAD Administrator (s)
- CAD and Mobile Data application configuration team(s)
- IT and Network Personnel
- GIS Technician

Vendors should provide, based on their implementation approach, an estimate of the level of participation required by Delaware staff (e.g., full-time vs. part-time), over what timeframe to successfully complete the project.

2. TESTING

Rigorous testing of the system is a necessity prior to go-live. Vendor proposals must describe in detail how they will facilitate testing the system to meet public safety standards. The testing regimen must include the following test intervals:

- Configuration of hardware/cloud tenant and software installation
- Software configuration sessions and readiness for testing
- Interface testing
- Functional testing with Interfaces
- Failover testing

Apart from the above referenced testing intervals, a 30-day reliability period of the software after go-live. Upon successful completion of the 30-day reliability period, a systems acceptance certificate will be issued. The vendor will incorporate the 30-day reliability period within their proposed testing and acceptance structure, as well as the implementation schedule.

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3. TRAINING

The vendor shall provide the necessary training for system administrators, dispatch staff, and Delaware stakeholder management personnel, as well as mobile data and browser-based CAD train-the-trainer training (assuming a browser-based CAD solution is offered). It is preferred that training for CAD system administrators, dispatch staff, and management personnel be delivered directly by the vendors training staff to these target audiences. A train-the-trainer approach is acceptable for mobile data and browser-based CAD training. The vendor should describe, in detail, how they will facilitate training with Delaware stakeholders.

The following onsite training is required:

- System administrator(s) training
- Telecommunicator (call-taker/dispatcher) training
- Supervisor training
- Management training (assuming there may be report generation or data accessed by this group only)
- Mobile data train-the-trainer
- Browser-based CAD train-the-trainer training (for non-dispatch personnel)

The number of trainees will be determined prior to contract signing so that precise details regarding class size, and number of sessions for each training type will be incorporated into the schedule and priced accordingly.

4. TIMELINE

The Vendor shall provide a detailed project implementation timeline for the systems offered in its proposal. The timeline shall identify major implementation activities, milestones, deliverables, dependencies, and the anticipated start and completion dates for each phase of the implementation. The timeline shall also identify any activities or responsibilities required of the State and the Vendor to support successful implementation.

5. REPORTING/ANALYTICS ARCHITECTURE AND ADDITIONAL INFRASTRUCTURE

Delaware expects the proposed solution to utilize an archive database, reporting database, or data warehouse for reporting and analytics purposes. The reporting environment shall contain near-real-time data and shall support reporting and exporting of data to other systems while maintaining the integrity and performance of the live CAD, RMS, and FRMS environments.

Vendors shall describe the proposed reporting and analytics architecture, including:

- The type and architecture of the archive database, reporting database, or data warehouse;
- The anticipated data refresh frequency and processes used to maintain near-real-time data;
- Automated processes used to transfer, synchronize, or otherwise maintain data between the live systems and the reporting environment;
- The method by which data may be reported on or exported to other systems without adversely affecting the live CAD, RMS, or FRMS environments;
- Whether the reporting environment is recommended to be hosted on local/on-premises infrastructure, within the Vendor's cloud-hosted environment, or through a hybrid architecture, including the rationale for the proposed approach; and
- Any additional computer hardware or infrastructure required to support the proposed solution beyond standard personal computers, laptops, tablets, and mobile devices, including, where applicable, equipment such as an on-site message switch.

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Vendors shall identify all additional hardware and infrastructure requirements and clearly distinguish between hardware provided by the Vendor and hardware to be provided or procured by the State.

6. END-USER HARDWARE SPECIFICATIONS

Vendors shall provide recommended end-user hardware specifications for each hardware type identified in the table below, including call-taker/dispatcher workstations, RMS workstations, laptops, and mobile devices.

For each applicable hardware type, Vendors shall identify the minimum and recommended specifications necessary to support the functionality and performance of the proposed solution. The specifications shall include, at a minimum, processor, memory, storage, display, operating system, network/connectivity requirements, and any other hardware components or peripherals required for proper operation.

Vendors shall include the recommended end-user hardware specifications in their response to this RFP.

Description	OS Version	CPU	RAM	Storage Space	Network Connection Throughput
Call-taker /dispatcher workstations					
Windows mobile computers					
iOS/Android Tablets/ Smartphones					

7. SYSTEM MAINTENANCE AND RESPONSE/RESTORAL SERVICE LEVELS

In accordance with public safety best practices, support/maintenance shall be on a 24x7x365 basis, inclusive of remote diagnostics. Upgrades and enhancements applied to the system should, at no time, bring the system offline. Support services shall include a toll-free number for service issues and an online trouble-ticket system, a support email address, and remote diagnostic capability. Further, Delaware requires an escalation hierarchy of Vendor contacts to be provided that enables Delaware to quickly escalate issues that are not being appropriately addressed at the current level.

Delaware provides the following excerpt to the Vendors as an example of the type of response and corrective action times you should include in your proposal that would provide Delaware with an overview of the maintenance and support levels to be delivered.

Severity Level 1 – Urgent and Severity Level 2 – Critical calls relating to Vendor’s CAD and MDS software, including any critical interfaces to those systems, shall be available 24x7x365. Vendor shall provide an immediate acknowledgement of the incident and shall initiate corrective action within 30 minutes from time of notification. Within two hours of any Severity Level 1 or 2 report, if the problem has not been corrected, Vendor shall immediately escalate the issue for a heightened response. Support for

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all other calls (Severity 3 and 4) will be available, excluding weekends and holidays, during normal support hours of 8:00 a.m. to 5:00 p.m. Eastern Time.

F. DATA MIGRATION

The State of Delaware currently operates six (6) distinct instances of CAD and RMS through the State (five (5) Tyler Enterprise and one (1) Central Square Enterprise). The RMS systems primarily serve as a repository for reports imported from the LEISS system; however, there are agencies that do utilize the evidence and property management, and other modules for operational purposes. Respondents should price data migration for all existent RMS data across the six (6) systems as well as one (1) year of CAD data from each of the six (6) systems. The pricing provided should reflect the level of effort to undertake this data migration initiative but reserves the right to modify the data migration approach during contract negotiations.

G. DETAILED REQUIREMENTS

To better facilitate Vendor proposal development, the materials required to be included in proposal responses have been assembled into a series of appendices to this RFP. The appendices provide detailed requirements and instructions for preparing a comprehensive proposal and are intended to assist Vendors in ensuring all required information is included in their submissions.

APPENDIX B – PRICING ESInet-NGCS and CHaaS

Appendix B is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. Appendix B must be submitted through the [online bid submission portal](#) using the provided format.

APPENDIX B1 – PRICING CAD, Mobile, LERMS and Fire RMS

Appendix B1 is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. Appendix B1 must be submitted through the [online bid submission portal](#) using the provided format.

APPENDIX C – ONLINE BID SUBMISSION PORTAL INSTRUCTIONS

Appendix C is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

APPENDIX D – VENDOR INFORMATION FORMS

Appendix D is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

APPENDIX E – TECHNICAL GENERAL, CHaaS-REC and ESInet-NGCS

Appendix E is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

APPENDIX F – INTERFACES & INTEGRATION REQUIREMENTS

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APPENDIX G – CAD & MOBILE DATA FUNCTIONAL SPECIFICATIONS

Appendix G is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

APPENDIX H – LAW ENFORCEMENT RECORDS MANAGEMENT SPECIFICATIONS

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APPENDIX I – FIRE RECORDS MANAGEMENT SPECIFICATION INSPECTIONS

Appendix I is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

APPENDIX J – QUESTIONNAIRE

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APPENDIX K – SAMPLE PROFESSIONAL SERVICES AGREEMENT DRAFT

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APPENDIX L – CHaaS-RECORDER SERVICE LEVEL AGREEMENT

Appendix L is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

APPENDIX M – ESInet-NGCS SERVICE LEVEL AGREEMENT

Appendix M is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).