



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware
Data and Voice Structured Cabling
Request for Proposal
Contract No. GSS13441-DATA_CBL

May 13, 2013

**- Deadline to Respond –
June 13, 2013
1:00 PM (Local Time)**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: May 13, 2013

CONTRACT NO. GSS13441-DATA_CBL

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Data and Voice Structured Cabling. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. **GSS13441-DATA_CBL**

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 – Office of Supplier Diversity Certification Application
 - k. Appendix A – Scope of Work- General Structured Cabling
 - l. Appendix B – Scope of Work- DelDOT Optic Cabling
 - m. Appendix C – Scope of Work-DTI Dark Fiber
 - n. Appendix D – Pricing Forms and Instructions

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by June 13, 2013, 1:00pm (Local Time) to be considered.

Proposals must be mailed to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Michael Bacu**

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Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Michael Bacu at 302-857-4522 or email michael.bacu@state.de.us.

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for Data and Voice Structured Cabling.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract for Data and Voice Structured Cabling.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued for Data and Voice Structured Cabling. The size and scope of services will not exceed \$50,000.00 in cost. Public Works procurement procedures will apply above this dollar threshold according to Delaware Code Title 29, Chapter 69, [Subchapter IV](#).

3. MANDATORY USE CONTRACT

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 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.

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4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

5. CONTRACT PERIOD

Each Vendor's contract shall be valid for a two (2) year period from November 1, 2013 through October 31, 2015. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	May 13, 2013
Written Questions Due No Later Than (NLT)	May 17, 2013
Written Answers Due/Posted to Website NLT	May 24, 2013
Proposals Due NLT	June 13, 2013, 1:00pm (local time)
Public Proposal Opening	June 13, 2013, 1:00pm (local time)
Proposal Evaluation/Presentations as required	TBD
Vendor Best & Final Discussions, as required	TBD
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by May 20, 2013. All questions will be answered in writing by May 27, 2013 and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or

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recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Michael Bacu
State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

or

michael.bacu@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

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.

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Data and Voice Structured Cabling as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

This solicitation is a continuation of a previous State contract GSS09441A-TELECOM_CBL, titled Telecommunication Cabling. Information regarding this contract is available online at the following link: http://contracts.delaware.gov/contracts_detail.asp?i=79

C. STATEMENT OF NEEDS

Structured cabling systems are required to support Voice, Data, and imaging applications within State-owned and leased office facilities. This document describes the Structured Cabling System requirements to be met in the proposals for Communications cabling by Vendors and Contractors. These requirements encompass all materials, design, engineering, installation, supervision, and training services for a Structured Cabling System.

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D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in three Attachments made part of this RFP. Vendors can submit responses to any or all of the three sections for consideration for award. Vendors must also provide pricing for the items listed in the Excel Spreadsheet, Appendix D for each of the sections as applicable.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. 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.

D. 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.

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E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

K. BID BOND REQUIREMENT

Bid Bond Waived.

L. PERFORMANCE BOND REQUIREMENT

Performance Bond Waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and one (1) electronic copy on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a

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vendor signature. The remaining copies do not require original signatures. CD or digital media device must also contain the completed Appendix D Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM (Local Time) on June 13, 2013. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Michael Bacu**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM (Local Time) on June 13, 2013. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through October 31, 2015. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

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Q. LATE PROPOSALS

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

R. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. 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, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

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W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov/w9.shtml>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. CONFIDENTIALITY

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

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If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

AA. ATTACHMENTS

Attachment 1 – No Proposal Reply Form
Attachment 2 – Non-Collusion Statement
Attachment 3 – Exceptions
Attachment 4 – Company Profile and Capabilities
Attachment 5 – Confidentiality and Proprietary Information
Attachment 6 – Business References
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Attachment 10 – Office of Supplier Diversity Certification Application
Appendix A – Scope of Work- General Structured Cabling
Appendix B – Scope of Work- DelDOT Optic Cabling
Appendix C – Scope of Work-DTI Dark Fiber
Appendix D – Pricing Forms and Instructions

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. 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.

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3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Michael Bacu**

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

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f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Government Support Services shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
 - b. The vendor's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the vendor is qualified legally to contract with the State;
 - e. Whether the vendor supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish.
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar

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opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee 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. §6926. Such selection will be based on the following criteria:

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

Items necessary for a responsive bid submission are listed under Section VII.

E. CRITERIA AND SCORING

	VENDOR EVALUATION CRITERIA	
		POINTS
1.	Business capability. The demonstrated experience, reputation, and financial resources.	60
2.	Personnel capability. The qualifications and experience of the persons to be assigned to the project	60
3.	Resources capability. Availability of the necessary specialized equipment and resources required.	60
4.	Pricing (Labor and Materials) (Appendix D)	70
	TOTAL SCORE	250

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

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F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

G. REFERENCES

The Committee 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.

H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

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

V. MANDATORY PREBID MEETING

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

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

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CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

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2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary

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Information” with the RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

6. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

7. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

8. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

9. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

10. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

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- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

12. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

13. PRICES

Prices and/or rates shall remain firm for the initial two (2) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

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14. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

15. PRICE ADJUSTMENT

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial two (2) year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

16. SHIPPING TERMS

FOB Destination, freight prepaid.

17. FUNDING OUT or NON-APPROPRIATION

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

18. MANDATORY INSURANCE REQUIREMENTS

Certificate of Insurance and/or copies of insurance policies for the following:

- a. As a part of the contract requirements, the Vendor shall 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 Vendors shall carry Comprehensive General Liability and all other coverages listed below.
 1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.and
 2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware
Government Support Services
Contract # GSS13441-DATA_CBL
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Note: The State of Delaware shall not be named as an additional insured.

19. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency 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: 302-577-8778.
<http://revenue.delaware.gov/services/BusServices.shtml>

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

20. 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, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- 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 vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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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.

21. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

22. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

23. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

24. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

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25. REQUIRED REPORTING

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

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity Supplier) 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, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is found below.

Subcontracting 2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's OSD at vendusage@state.de.us 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.

26. ORDERING PROCEDURE

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

27. BILLING

The 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. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

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Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

28. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. 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. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

29. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

30. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

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31. 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 a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:

<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

34. PERSONNEL/EQUIPMENT/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 identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

35. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if

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appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at:

<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1>.

36. PREVAILING WAGE

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

37. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) 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 in the performance of the P.O. shall, at the option of the Agency, 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 Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) 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 department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- 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.

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38. TERMINATION OF CONTRACT

As a central 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 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- 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 sixty (60) 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.

39. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

40. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

41. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under

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this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

42. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

43. 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, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

44. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

45. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

46. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the

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sole discretion of the State.

47. 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.

48. 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.

49. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, 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.

50. AMENDMENTS

This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.

51. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

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52. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>

53. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any 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
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

54. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

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55. NOTICE

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

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

56. 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 dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

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6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide Government Support Services of the gross costs associated with this contract.

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS13441-DATA CBL

Data and Voice Structured Cabling

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by 1:00 pm (Local Time), June 13, 2013, at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

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Proposal Reply Requirements

Each bidding vendor is requested to provide two (2) paper copies and one (1) electronic copy of their bid submission package. One paper (1) copy must be marked as “MASTER COPY” and have original signatures where appropriate. The second paper submission should be marked copy, and does not have to have original signatures. The one (1) electronic copy shall be a scanned version of the entire vendor’s proposal and shall be saved to CD or other electronic media device.

The response should contain at a minimum the following information:

1. Vendor Cover Letter
2. Table of Contents
3. Brief history of the vendor organization, including accreditation status (if applicable).
4. Applicant's experience, if any, providing similar services.
5. Financial information (balance sheets and income statements) for the past three years.
6. Responses to topics in Appendix A, B, and C, Scope of Work
7. Responses to the Appendix D – Pricing (Materials and Labor)
8. A complete, signed and notarized copy of the non-collusion agreement (see Attachment 2).
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
9. A complete Exceptions form (see Attachment 3) or check appropriate box and include if no exceptions are taken.
10. A complete Company Profile and Capabilities form (see Attachment 4)
11. A complete Confidentiality form (see Attachment 5) or check appropriate box if no items are confidential.
12. A complete Business Reference form (see Attachment 6)
13. A complete Subcontractor Form (see Attachment 7) – if applicable
14. A complete OSD application (see link on Attachment 10) – if applicable

Each item listed above will provide the basis for evaluating each vendor’s proposal. **Failure to provide all appropriate information (in detail) may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

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Attachment 1

NO PROPOSAL REPLY FORM

CONTRACT # GSS13441-DATA_CBL CONTRACT TITLE: Data and Voice Structured Cabling

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

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

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

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

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

FIRM NAME

SIGNATURE

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

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

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Attachment 2

CONTRACT NO.: GSS13441-DATA_CBL
OPENING DATE: June 13, 2013

TITLE: Data and Voice Structured Cabling

NON-COLLUSION STATEMENT

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

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

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

(Please type or print)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS: CERT. NO.	Women Business Enterprise (WBE)	YES	NO	Minority Business Enterprise (MBE)	YES	NO	Disadvantaged Business Enterprise (DBE)	YES	NO
		(circle one)			(circle one)			(circle one)	

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

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 4

CONTRACT NO. **GSS13441-DATA_CBL**
Contract Name: Data and Voice Structured Cabling
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Business capability. Describe your demonstrated experience, reputation, and financial resources.

2.	Personnel capability. Describe the qualifications and experience of the persons to be assigned to the project.

3.	Resources capability. Describe the availability of the necessary specialized equipment and resources required.

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Attachment 6

CONTRACT NO. **GSS13441-DATA_CBL**
Contract Name: **Data and Voice Structured Cabling**

Business References

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

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

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

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

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Attachment 8

[illegible]

Note: A copy of the Usage 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@state.de.us

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Attachment 9

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report (SAMPLE)																		
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*	Vendo r Conta ct Name*	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontract or UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice 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	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d	

Note: A copy of the Usage 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@state.de.us

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Attachment 10

State of Delaware

**Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

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



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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APPENDIX A
SCOPE OF WORK
General Structured Cabling Requirements

This contract will be issued for Data and Voice Structured Cabling. The size and scope of services will not exceed \$50,000.00 in cost. Public Works procurement procedures will apply above this dollar threshold according to Delaware Code Title 29, Chapter 69, [Subchapter IV](#).

OVERVIEW

Any Structured Universal Cabling System installed for the Agencies of the State of Delaware is designed to meet known and anticipated technology needs within the State. An advanced building cabling system provides for more than communication services; it provides an infrastructure for an institution's entire communications network. Instead of being a basic utility, it is as important as the high-tech systems that transmit signals over it and is an integral component of the State's overall information network.

These designs provide a universal and flexible cabling system for workstations, conference rooms, and laboratories. Today's cabling system must be multi-functional and provide service for telephones, computers, fax machines, LANs, WANs, broad band fiber optic and coaxial systems (CATV, SATV, CCTV.), Data Centers, computer-aided design workstations, Audio Video systems (AV), and other technologies. For a cabling system to be capable of meeting today's technology and institutional demands, it must have high bandwidth capacity and transmission speed while being extremely flexible.

This wiring architecture incorporates the applicable ANSI/EIA/TIA standards, BICSI guidelines and the latest technologies. This cabling distribution plan can integrate all types of systems from a variety of vendors. The design uses a subsystem approach, which allows for changes in the system without affecting other parts of the system. The Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) Room equipment racks are designed to allow for growth, and the cable routing is accomplished through the provision of cable trays, conduits, sleeves, raceways, and cable hangers where required. Ease of administration and recordkeeping for moves and changes is readily apparent, as is the flexibility that a structured cabling system provides.

The wiring medium for the Communications Cable Network consists of Category 5e or Category 6 – 6a 24AWG Unshielded Twisted Pair (UTP) for station cabling and multi pair twisted copper for backbone cabling to support low-speed voice or Data, Category 6 or 6a for high speed LAN technologies, and 50/125 micron multi-mode fiber optic cable and 50/125 micron multi-mode for even higher bandwidth requirements. The unshielded twisted pair (UTP) Category 5e and Category 6 or 6a LAN cables can support Data transmission rates of 100, 250 and 500 Mb/Sec respectively according to EIA/TIA Standards and manufacturers' specifications. These leading edge components, combined with the open wiring architecture, provide the technology, flexibility, and modularity that allow the system to grow and change to meet changing needs.

The central distribution location of the system is the Fiber Optic, coaxial and Copper Main Distribution Frame (MDF) located within the centrally located MDF/IDF Room of each building. Various fiber optic, coaxial and copper riser cables terminate on the MDF and extend to the Communications Rooms/Closets (IDFs) located throughout the buildings. Each building typically has one MDF/IDF Room and a varying number of IDF rooms/closets dictated by the horizontal station cabling limitation of 100 meters for high performance cable. The distance from the information outlet to the termination within the IDF is limited to 90 meters (the permanent link). The IDF room/closet houses the Intermediate Distribution Frame (IDF), Copper and Fiber Optic IDF Patch Panels, Local Area Network (LAN) equipment, and other electronics. Both the riser cables and the horizontal station cables feeding the floor's workstations information outlets terminate in the IDF on Data patch

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panels, Voice 110 hardware, and Fiber Optic Patch Panels. These termination points act as the cross-connect point between the MDF and the floor that is being served. Large floors are divided into zones, via an imaginary line, with each zone being served by its respective IDF room/closet.

Each work area and workstation is served by an information outlet, which provides the jacks for plugging in telephones, computers, broad band coaxial systems, fax machines, modems, and other devices at the desktop. The information outlets are served by varying sets of cables consisting of fiber optic and copper technologies, which originate in the IDF Room. IDF outlets are typically displayed as varying types of triangles (shaded, half-shaded, etc.) on blueprints.

A subsystem architectural approach, using the latest technologies, provides a comfortable level of assurance that the system will support new applications and industry standards as they emerge.

CAPABILITY

The vendor shall provide three or more examples of projects of this nature with their bid submission to demonstrate capability in providing this type of service.

Provide with the bid solicitation, inventory lists of specialized equipment available to accomplish this type of service.

Personnel capability should be included in the proposal, identifying the staff and professional qualifications as applicable for this type of service.

TECHNICAL STANDARDS

The Contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor(s), its subcontractors and their principals, officers, employees and agents under this contract.

In performing the specified services, the Contractor(s) shall follow practices consistent with generally accepted professional and technical standards.

The Contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information (DTI) published at <http://www.state.de.us/dti>, under INFORMATION section, Standards and Policy, in heading "Network", sub heading "Cabling and Wiring – State" and "Cabling and Wiring – K12" and as modified from time to time by DTI during the term of this contract.

Structured Cabling System Standards and Specifications for State-Managed Facilities can be found at:
<http://dti.delaware.gov/pdfs/pp/CablingAndWiringStandard-State.pdf>

Structured Cabling System Standards and Specifications for Public Education can be found at:
<http://dti.delaware.gov/pdfs/pp/CablingAndWiringStandard-K12.pdf>

Vendors shall be expected to adhere to the DTI standards established as well as the State-Managed and/or Public Education standards and specifications as warranted by the contract work order. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, the Contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards.

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The Contractor(s) shall be and remain liable in accordance with the terms of this contract and applicable law for all damages to Delaware caused by the Contractor(s) failure to ensure compliance with DTI standards.

WORK CERTIFICATION

Contractor must provide, on a per job basis, written certification that all cables and services supplied as a result of this solicitation meet all current applicable ANSI EIA/TIA specifications.

All cables supplied installation services and terminal/workstation connector and connections as a result of this solicitation must adhere to the then current applicable ANSI EIA/TIA specifications and National, State and Local standards, specifications and codes when installed.

Vendor must state the specific brand and functional capabilities of the test equipment proposed for acceptance testing and provide the software needed to read the submitted test results at no cost to the State.

The contractor will grant DTI a non-exclusive, perpetual license to use any software provided as a result of this solicitation. Any proprietary software developed for use in the recommended systems will become the property of the owner agency.

WORK PROCESS

A walk-through of the site which is subject of the task order must be conducted by the contractor and the local agency contact no later than seven (7) working days after the receipt of a State Requisition.

A price quote must be prepared by the contractor and forwarded to the local agency contact noted on the order no later than four (4) working days after initial walk-through.

Work must begin, at a minimum, no later than seven (7) working days after an approved Purchase Order accepting the price quote is delivered to the vendor.

Contractor must agree to walk through State designated site contacts for scheduling all on-site activity. Designated on-site contacts have authority to amend/stop work.

Contractor must agree to a scheduled final walk-through of the completed wiring effort, which may be conducted by staff who are not located at the site (i.e. some sites will have a designated agent to perform a final walk-through before acceptance of work occurs).

Acceptance of work must be in accordance to a site specific work order detailing all materials and work performed.

Invoicing must agree with the site specific Purchase Order, including any change orders or amendments, as opposed to the original Requisition.

Contractor must test installed product and provide written certification test results of all cable installations meeting all published testing standards, within fourteen (14) business days from job completion prior to State acceptance. Along with testing results two (2) paper copies and one soft copy in AutoCAD or Visio format as built drawings must be provided.

Contractors shall furnish all products and services required by the contract in accordance with contract requirements. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be identified.

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Contractors must be able to work in close harmony with other contractors who may be performing other tasks. Contractors may not intentionally impede or prevent any contractor working within assigned work area or building. Contractors may not affect the selection of other contractors for other projects, but may utilize previously identified partner subcontracting firms which have been previously authorized by the state in the completion of the project tasks.

If sole access is required for the completion of any task associated with this contract, the vendor shall identify the requirement to an assigned state project representative. Any sole access shall seek to avoid unnecessary costs or delays in the completion of other projects.

Contractors must be capable of performing work during non-business hours, so as not disrupt "normal" day-to-day operations. Normal business hours are 8:00 am - 4:30 pm Monday through Friday, except State holidays.

Vendors and contractors must obtain all applicable permits needed for the installation of cabling.

Contractors must provide two (2) sets of "as built drawings" and test results for cable projects estimated in excess of forty five (45) single 4 pair runs. Fewer than 45 single 4 pair runs, just test results need be provided on paper and a soft copy.

WARRANTY DOCUMENTATION

The Contractor must provide warranty documentation to the ordering agency for each job.

All proposed solutions must provide at least 25 year performance and 15 year manufacturer's parts and labor warranty.

The cabling and wiring "system" installed must meet the selected Manufacturer's requirements for an installed "Warranted System" to ensure a 25 year performance and 15 year manufacturer's parts and labor guarantee for a permanent link and or channel system.

LICENSING REQUIREMENTS

Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or penalties and interest. The Contractor must be certified installers of any system they propose. Proof of certification must be provided upon request.

All licensing, permit and/or tax questions shall be directed to the Division of Professional Regulation and/or Division of Revenue as appropriate. Following are the links to each Agency website:

Division of Professional Regulation: <http://www.dpr.delaware.gov/>

Division of Revenue: <http://revenue.delaware.gov/>

Contractor License. The Horizontal and In-Building Backbone Subsystem components should be regarded as permanent to the facility, and should be capable of supporting anticipated communications needs. This requirement warrants a Delaware Contractor License. A contractor is defined in Del Code [Title 30, Chapter 25](#), as everyone engaged in the business of furnishing labor or both labor and materials in connection with all or any part of construction, alteration, repairing, dismantling or demolition of buildings, roads, bridges, viaducts, sewers, water and gas mains and every other type of structure as an improvement, alteration or development of real property. Any work requiring permits or electrician work requires a Contractor License.

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General Service License. Specific work not performed under the contractor definition may be accomplished under a General Service License per Del Code [Title 30, Chapter 23](#), but only as applicable. In certain instances, licenses of both types may be required.

Professional Electrician License. Effective June 30, 2012, it is illegal in Delaware per Del Code [Title 24, Chapter 14](#), for unlicensed persons to perform electrical services. Electrical services or electrical work is defined to mean any activity covered by the National Electric Code (NEC) as adopted by the Delaware State Fire Commission.

Rules and Regulations regarding Professional Electrical Licenses (including exceptions) can be found at: <http://regulations.delaware.gov/AdminCode/title24/1400.shtml>

TAXATION & ENFORCEMENT

Delaware Withholding Tax. The State of Delaware does not have Reciprocal Agreements with any other state regarding the taxation of non-resident employees. Employers are required to withhold Delaware taxes on employees working in Delaware. See Section 11 of Employer's Guide: <http://revenue.delaware.gov/services/WITBk.shtml>

Gross Receipt Taxes. The licensing requirements above dictate reporting of Gross Receipt Taxes, with different tax rates for each license type. Tax tips are at the following links:

Contractors: http://revenue.delaware.gov/services/current_bt/taxtips/contractors.pdf

General Service: http://revenue.delaware.gov/services/current_bt/taxtips/services.pdf

A contractor shall not perform contracting work without an appropriate contractor license. Refer to the link below regarding penalties for misrepresentation:

Del Code Title 30, Chapter 5: <http://delcode.delaware.gov/title30/c005/sc05/index.shtml>

AREAS OF SERVICE

The State is seeking vendors with the capability to supply and install cabling to support the myriad of cabling requirements associated with various School Districts and State agencies. The State will be divided into three (3) areas for the purpose of this solicitation: Area 1-New Castle County; Area 2-Kent County; and Area 3-Sussex County.

Vendors may bid on one area, all areas or any combination thereof; however, the vendor must be able supply **all** goods and services requested in this solicitation in the area(s) they bid.

It is the State's intent to use vendors awarded contracts in the area(s) they bid. However, the State reserves the right to negotiate with any vendor awarded a contract in response to this solicitation, at any time, for anywhere in the State.

Multiple vendors may be recommended for award.

This solicitation also seeks to establish a building cabling infrastructure that supports the current and future

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requirements of the buildings occupants.

MAXIMUM TRAVEL TIME

Maximum travel time billable by the contractor shall be 45 minutes per visit at the contracted hourly labor rate. In the event that multiple site visits are required due solely to the contractor's negligence, additional site visits will not carry a charge for travel.

PREVAILING WAGE

The Contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Labor and as modified from time to time during the term of this contract.

Prevailing rates must be paid on new construction projects costing more than \$100,000 and on alteration, repair, renovation, rehabilitation, demolition or reconstruction projects costing more than \$15,000. For a project to be covered by the law, the State or any subdivision thereof must be a party to the public works contract; and, the State must have appropriated any part of the funds.

The Department of Labor determines the classification of workers and the type of construction on state-funded construction projects. Wage rates are established by an annual survey conducted by the Department.

Electricians are classified as:

ELECTRICIAN: Plans layout, installs, and repairs wiring (low voltage and high voltage*), electrical fixtures, apparatus, and control equipment, including fiberoptic systems, alarm systems and telecommunication equipment*: Plans new or modified installations to minimize waste of materials, provide access for future maintenance, and avoid unsightly, hazardous, and unreliable wiring, consistent with specifications and local electrical codes. Prepares sketches showing location of wiring and equipment, or follows diagrams or blueprints, ensuring that concealed wiring is installed before completion of future walls, ceilings, and flooring. Measures, cuts, bends, threads, assembles, and installs electrical conduit, using tools, such as hacksaw, pipe threader, and conduit bender. Drills holes in concrete for the placement of electrical wiring. Installs pull wire in empty conduit. Pulls wiring through conduit. Splices wires by stripping insulation from terminal leads, using knife or pliers, twisting or soldering wires together, and applying tape or terminal caps. Connects wiring to lighting fixtures and power equipment, using handtools. Installs control and distribution apparatus, such as switches, relays, and circuit-breaker panels, fastening in place with screws or bolts, using handtools and power tools. Connects power cables to equipment, such as electric range or motor, and installs grounding leads. Lays PVC pipe for main feed electric line. Tests continuity of circuit to ensure electrical compatibility and safety of components, using testing instruments, such as ohmmeter, battery and buzzer, and oscilloscope. Observes functioning of installed equipment or system to detect hazards and need for adjustments, relocation, or replacement.

*This is added as a clarification. These tasks have always been included within the description of tasks performed by Electricians.

Prevailing Wage Rate Table:

<http://dia.delawareworks.com/labor-law/documents/Building%20Construction%20Prevailing%20Wage%20Rates.pdf>

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**APPENDIX B
SCOPE OF WORK
DeIDOT Fiber Optic Requirements**

Vendors submitting a response to this section must meet the general cabling requirements in Appendix A and demonstrate compliance in their proposal response.

This contract will be issued for Data and Voice Structured Cabling. The size and scope of services will not exceed \$50,000.00 in cost. Public Works procurement procedures will apply above this dollar threshold according to Delaware Code Title 29, Chapter 69, [Subchapter IV](#).

DeIDOT Outside Plant Cabling - Traffic Construction

The department of transportation performs state wide outside plant fiber installations. These runs can vary in length from approx. 200 feet to 20,000 feet and are generally on state highways/roadway thus requiring adherence to all state safety and OSHA rules. This work may include implementation of hand holes, conduits, backhoe work, trenching and boring. With this section of the contract, the contractor is expected to work closely with the Department's Fiber Optic Committee providing quotes, emergency services, recommendation and in some incidences design reviews.

Work performed by selected contractor shall meet or exceed the applicable American National Standard Institute (ANSI), Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) structured cabling system specifications for commercial buildings; also must meet the American National Standard Institute (ANSI) / National Electrical Contractors Association (NECA) / Cabling. It must also meet all National, State and Local codes, standards and specifications and BICSI Guidelines. Specifically the ANSI TIA/EIA 758 (latest reference) Outside Plant Customer Owned Telecommunication Standard.

All cables supplied as a result of this solicitation must adhere to the then current applicable ANSI EIA/TIA specifications when supplied.

All installation services supplied as a result of this solicitation must adhere to the then current applicable National, State and Local standards, specifications and codes when installed.

Vendors must provide, on a per job basis, written certification that all cables and services supplied as a result of this solicitation meet all current applicable ANSI EIA/TIA specifications and BICSI Guidelines.

Optical fiber cables are to be used in backbone & distribution applications. Attenuation (loss of signal) and environment considerations are of a great concern.

Cables

We utilize both singlemode and multimode loose tube fiber optic cables. All long distance runs will be of primary singlemode class with multimode being utilized between historic signal applications.

In order to adhere to warranty specifications and to standardize on cable specifications, the department has standardized on Corning fiber optic cable, which requires installation by a Corning EWP (Extended Warranty Program) Partnering Company.

Optical fiber cable performance specifications as defined in applicable standards (i.e., ANSI/TIA-568-C.3)

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Generally installed/accessible in outside plant (OSP) conduit duct banks, in aerial spans or direct buried.

Minimum Bend Radius

Adherence to manufacturer's specifications – not to exceed:

Conductive cable - 15 times the cable's outside diameter when being pulled

Nonconductive cable – 10 times the cable's outside diameter when under no load and 20 times the outside diameter when being pulled

Inner duct

Qty 4 – 1" corrugated inner duct is required within 4" PVC or HDPE conduit with a pull cords and 12 gauge solid tracer wire.

Sealing Conduits

Inside building/cabinets, the pole or Maintenance hole/hand hole end of conduit is to be sealed – rubber conduit plugs, water plug or duct sealer.

Connectors

Even though optical fiber connectors and adapters are generally not specified by cabling industry standards, they are designed to achieve the transmission performance criteria established by Industry Standards Developer Organizations (SDOs). Any connector and adapter that meet the SDOs criteria may be considered standards-compliant.

DeIDOT has standardized on SC (subscriber connector) – a keyed, contact, moderate loss and pull and wiggle proof connector.

Pig tail splicing is not an acceptable practice.

Pre-terminated connector assemblies are acceptable methods for specified applications only designated by DeIDOT.

Loss Limits

For example, but not limited to:

Optical fiber attenuation factor	1.5 dB/km	standard limit, (e.g., TIA-568-C.3)
Connector Coupling loss	.75 dB/pair	standard limit, (e.g., TIA-568-C.3)
Fiber splice insertion loss	.03 dB	standard limit (e.g., TIA-568-C.3)

Utilize an optical fiber link transmission performance calculation worksheet to determine acceptable loss within specified run.

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Splice Requirements

Preferred method – fusion splice to provide long-term reliability when completed according to the manufacturer's instructions. Require splices and optical fiber cables to be protected and secured by a splice closure containing splice trays in groups of 12 or 24.

Refer to the optical fiber performance specifications applicable standard (i.e., ANSI/TIA-568-C.3)

DeIDOT has standardized on the 3M Brand splice cases.

Patch Panels and Enclosures

Rack mounted enclosures are primary in the fiber mini hub installations. Wall mounted enclosures are sometimes utilized in the field for terminations within specified designs.

Factory terminated duplex jumpers comply with optical fiber performance specifications of applicable standards (i.e., ANSI/TIA-568-C.3)

DeIDOT has standardized on Corning components for patch panels, enclosures and all related equipment.

Administration

Adherence to the Outside Plant Fiber Optic Naming Convention provided by DeIDOT. Document available upon request.

Deliverables – this document is attached, please reference #####.

Field Testing

Field testing of cabling requires a set of measurable transmission performance parameters (or limits) along with the necessary field test equipment.

In accordance with:

- TIA-526-14-B (Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant)
- TIA-526-7 (Optical Power Loss Measurement of Installed Singlemode Fiber Cable Plant)

Optical Fiber Tests

Below are standard terminologies used within the Standards and also used by DeIDOT to identify the departments testing deliverable requirements.

Attenuation

Decrease in magnitude of power of a transmitted signal between two point – measured in dB. Based on the type, link length, number and quality of terminations and splices, cable stresses and wavelength. Required after installation, to verify the loss is below the limits required for the optical fiber channel. Requires light source and power meter.

Optical Bandwidth

Measure of the information-carrying capacity of multimode cabling system – based on optical fiber quality and length.

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Length

Measured to ensure the link does not exceed application-based requirements.

Polarity

Verification of end-to-end continuity

Optical Fiber Test Equipment Requirements

OTDR (optical time domain reflectometer) – Anritsu – CMA5000 or equal

Power Meter – Corning OTS 600 series (requires 2 units) Power Meter and Light Source or equal

Acceptance Testing

(Required electronically in both RAW and PDF formats, including RAW data software for viewing.)

Bi-directional with OTDR and Power Meter in 850 nm and 1300 nm for multimode and 1310 nm and 1550 nm for singlemode.

Final acceptance is based on length and number of connections/splices equation to determine acceptable loss based on the link loss budget.

NOTE: Expect loss measurements less than the link loss budget calculated.

Extensive End-to-end bi-directional attenuation testing on all optical fibers at their two corresponding wavelengths. (unless otherwise specified by DelDOT)

- Measuring normal loss at the respective wavelengths
- Detecting point faults or discontinuities
- Measuring cable's overall length
- Ensure predicted system performance
 - o Document the system
 - o Perform route maintenance checks as required
- OTDR trace documentation for as-built records and performance records.

Minimal Requirements for Testing

- Jumpers should be factory-assembled, factory-polished and the same core size
- Power meter and light source must be set to the same wavelength
- Power meter must be calibrated and traceable to the National Institute of Standards and Technologies (NIST) or the applicable equivalent
- Light source or OTDR must operate within the range of:
 - o $850 \pm 30\text{nm}$ or 1300 nm for multimode testing.
 - o $1310 \pm \text{nm}$ or 1550 20 nm for single testing
- Connectors and jumpers must be cleaned before measurements are taken

Use High resolution OTDR (sub-cm range) for testing connectors and splices.

Ensure the launch cord is used between the OTDR and the optical fiber. (Shall be of adequate length to overcome the OTDR dead zone.)

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Outside Plant Pathway

In some tasks or incidences the department will require the fiber optic vendor to provide short outside plant pathway. This requirement is un-common, however shall be in accordance with ANSI TIA/EIA 758 (latest reference) and BICSI Outside Plant-Customer Owned Manual and Telecommunication Distribution Methods Manual.

Maintenance Hole (Manhole) access – OSHA trained Confined space training

The department requirements contact to One Call before any digging.

Outside Plant Emergency Equipment Requirements

In order to safety the department's emergency requirements, the contractor would be required to have a technician on site to evaluate the requirements within 2 hours from time of call.

We then require to have required manpower and equipment on site in total of 4 hours from call to begin remediation.

In addition, we will require that the contractors have the following equipment available within 4 hours to satisfy any emergency requirement.

- Qty 1 – bucket truck/van
- Qty 2 – splice trucks
- Qty 2 – crews (to include 1 install crew and 2 splice crews)
- Qty 1 – tugger (or equivalent)
- Qty 1 – OTDR
- Any components required to complete restoration
- Ability to obtain specific fiber cable sizes and length as required within 24 hours.

Highway Safety

Safety is priority one for all DelDOT projects – no road work will not be authorized without following the proper safety precautions and DelDOT safety approval. It some situations, DelDOT requires 2 week notice prior allowing road work to begin.

All Delaware road work safety requirements shall be in accordance with the DelDOT Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6 Temporary Traffic Control.

Product Substitution:

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Dept of Transportation to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

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Vendors must adhere to the following:

- a) A walk-through of the site which is subject of the task order must be conducted by the contractor and the local agency contact no later than seven (7) working days after the receipt of a State Requisition.
- b) A price quote must be prepared by the contractor and forwarded to the local agency contact noted on the order no later than four (4) working days after initial walk-through.
- c) Work must begin no later than seven (7) working days after an approved Purchase Order accepting the price quote is delivered to the vendor. Unless otherwise approved by the State.
- d) Vendor must agree to walk through State designated site contacts for scheduling all on-site activity. Designated on-site contacts have authority to amend/stop work.
- e) Vendor must agree to a scheduled final walk-through of the completed wiring effort, which may be conducted by staff who are not located at the site (i.e. some sites will have a designated agent to perform a final walk-through before acceptance of work occurs).
- f) Invoicing must agree with the site specific Purchase Order, including any change orders or amendments.
- g) All cable installations must conform to all Industry Standards, Specification and Codes for installation, as well as OSHA Rules.

In many incidences the department will disregard some or all of these requirements based on complexity or location of the task assigned.

Deliverables and long term administration of the Fiber Optic Program for Delaware Department of Transportation

The department of Transportation uses federal funds to provide most of the fiber requirements throughout the state of Delaware. Because the FHWA has more stringent requirements about the use of federal funds, the Department of Transportation Fiber Committee has put together a tasking and processing method that covers the requirements of federal reporting, Federal Audits as well as state audits. These additional deliverables are added to the cost of implementation and are covered as a line item in the proposals.

Fiber Tasks for the Department of Transportation

- The process for fiber implementation starts with the design phase and can take years to implement or even get funded. Starting at the design level, the department's fiber committee helps to insure that all the designs cover the fiber requirements as they pertain to the department's overall strategic plan. It also considers ease of repair, ease of redirection and cost.
- The fiber contractor is responsible for providing quotes for specific requirements as determined by the department's fiber committee and the engineering department. The requests come in a formal packet that has a logical design, the footages and parts to be used for the implementation. The fiber contractor produces a quote in the format dictated by the department which includes a narrative of the request and a spreadsheet break out of the components to be used - to include all parts being used

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and the labor it will take to produce this final product. Examples may be requested if necessary.

- Once the Quote is received it is processed with the department's final design and then awaits funding. In some instances this may be weeks. In some instances this funding may never occur.

Fiber Contractors Role

- The contract as stated above will provide the department with quotes for specific tasks. When given a Notice to Proceed from the Departments Fiber Committee the task is deemed funded and the work will be schedule as described in the sections above.
- There are several different scenarios that drive the departments fiber program and requires flexibility on the Fiber contractors part. Some of these issues are discussed below in more detail. The use of sub-contracts, the need for minor underground construction, tasks that encompass a fair amount of safety requirements due to the location of the sites that are being worked. I.E. I95, SR1 and bridge work. As a rule most conduits and underground will be in place when the task is requested. There are times when that is not the case and underground construction will be required. Most of the time we are working outside but occasionally we will need to terminate and facilitate indoor facilities throughout the state.

Emergency Requirement

- Daytime call out is a common emergency where the fiber optic in the state has been impacted or severed by construction from the department or from a third party. There are times when it is considered an emergency when the fiber that was close to a project is not impacted, but discovered that it needs to be pulled out of the way and then re-instated. These types of call-outs are less frequent but not uncommon.
- Night Time and weekend call outs usually happen for some of the same reason, and can include weather events that cut the fiber or a tree falling, etc.. There are a few scenarios where this type of call-out is necessary.
- The fiber contractor must be able to be in contact with the representative from the state within a two hour time frame, 24 hours a day, seven days a week. The department also expects the contractor to be on site with their equipment, in four hours.

Deliverables

- Logical Drawing vs. As Built. As a deliverable of a finalized task, the department requires what we call a logical. These are in Visio format and are incorporated into the master documentation of the departments overall fiber documentation. These are not to scale, but do require more detail from a fiber perspective than an as-built. As-builts, we consider to be markups of the original designs with field notes that show any deviation from the original task/ proposal. We do not require a formal as-built but we are not always able to inspect every aspect of the task. If the fiber contractor discovers that the field work deviates from the design, this should be reflected in the field notes, and if easier to explain, in a drawing or a markup of the logical or the as-built .

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Note: Incorporation of Logical Drawings – The department’s fiber committee will review the logical, provide the quality control function, ask for more detail or clarification if needed, and incorporate the final product into the corridor of the state road information system.

- GPS information – is required from the fiber vendor. This information should be provided to the department in an .mdb format, and include all information as it pertains to the conduit, the fiber, the compass direction, the wells, and intelligent devices. The department will provide the data dictionary for the collection of this information.

The department uses Trimble handhelds for the collection of the data in conjunction with Pathfinder and TerraSync software by Tremble. Both the GPS unit and the software necessary to use it, including the pathfinder licenses and TerraSync licenses, are the responsibility of the contractor.

- ODTR information is provided to the state in the deliverable package and will be reviewed during the quality control process. Failures of fiber strands, for any reason, in the field are unacceptable unless otherwise directed by the fiber committee.
- Power Meter Data is provided to the state in the deliverable package and will be reviewed during the quality control process. Failures of fiber strands, for any reason, in the field are unacceptable unless otherwise directed by the fiber committee.
- Packing Slips – all equipment bought for a specific task will have packing slips. The department is required to collect and store copies of these slips for the purpose of audit. Any deliverables packages that do not contain all of the deliverable elements will be rejected.
- Warranty Information – all warranty information as it pertains to the purchases of equipment for a specific task will be provided to the state in this deliverable package. This is to include the Corning Cabling System, 25 Year guarantee for all projects.
- Field Notes and Drawings will be digitized/ scanned and provided in the deliverable package.
- Final inspection – although this is not a physical deliverable, no deliverable package will be considered for payment or quality review until a final walk through has taken place.

Deliverable Review

- Fiber Committee Review – all deliverables go through the fiber committee for final review and quality control.
- If there are any omissions or information needs to be clarified or re-surveyed, the committee will provide the vendor with the request and the payment/ invoice will be put on hold until the requested information is re-submitted.
- Once the new information has been received the fiber committee will review the information and process payment if all deliverables meet the departments requirements.

Final Documentation Submission

- Media
 - o Directory Structure – all deliverables will be provided to the state in a directory structure provided by the department’s Fiber Committee.

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- The information can be provided on a CD/DVD or Jump drive, which will be filed with the invoice information and not be returned.
- Invoice
 - Submission – Invoice submission should be to the chair of the department's fiber committee
 - Payment – payments are processed when all deliverables are met unless otherwise designated by the department's fiber committee
 - Re-submission – in some cases there is a need to request a re-submission due to cost changes or scope changes. All changes in invoicing should have a valid change request describing the need for the change in scope or cost. These forms are generated by the department's fiber committee and signed by the fiber contractor.

Invoicing

- Once the department's fiber committee has processed the deliverables and the invoice has been checked for accuracy, the invoice is submitted for payment by the department's fiber committee chair.
- All information is filed and stored for review both physically and electronically.

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**APPENDIX C
SCOPE OF WORK
DTI Dark Fiber Requirements**

Vendors submitting a response to this section must meet the general cabling requirements in Appendix A and demonstrate compliance in their proposal response.

This contract will be issued for Data and Voice Structured Cabling. The size and scope of services will not exceed \$50,000.00 in cost. Public Works procurement procedures will apply above this dollar threshold according to Delaware Code Title 29, Chapter 69, [Subchapter IV](#).

BACKGROUND:

The State utilizes a combination of State fiber, leased fiber and copper based services and leased dark fiber. Expanding the State's use of dark fiber is needed to meet the State's network connectivity needs and to allow the State to serve as a primary customer for the purposes of expanding and diversifying connectivity options for businesses and residences across the State.

DETAILED REQUIREMENTS:

Although the State is interested in access to dark fiber across the natural boundaries of the State, of particular interest are diverse pathways between the State owned fiber and major carrier interconnection facilities and ISP peering points in Wilmington and within the area identified as Sussex County Delaware. At its own discretion, the State may consider other routes or fiber meet locations that satisfy the requirements outlined in this RFP or those that develop during the course of the awarded contract.

Construction:

- The State will consider offerings of dark fiber to-be-constructed, but such proposals must include construction timelines and in addition to all costs to the State.
- In all cases the service provider is responsible to obtain all necessary right of ways, including City, County and State permits, necessary to this project.
- During the term of this contract, any changes in the routing of the fiber cable due to city, county or any external infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the service provider at no expense to the State.
- Proposals shall include a formula that the State can reasonably use to determine the approximate expected costs of last mile and connections. Such connections must connect using the previously defined Minimum Point of Entry (MPOE) and Demarcation point at each site and in the MDF. All cost proposals must include pricing to install services to the MPOE, Demarcation point, and location of network equipment at each site if appropriate. All sites shall terminate on Gigabit (fiber-based) handoff via SC or LC connectors. Proposals including a lit fiber solution must terminate an RJ45 standard Ethernet jack.

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Route Descriptions:

For each proposed route the respondent shall include a concise description of the proposed route, including details of aerial and underground installation techniques used for various portions. Qualifying proposals must include at least one complete end-to-end solution ranging from Georgetown, Delaware to Newark, Delaware. A segment includes termination into the building demarc at each endpoint location. All Entrance costs for each location must be included in the proposed monthly rate. The Offeror is required to provide a detailed route map that clearly identifies all segments as outlined below under Location of Work.

The infrastructure would be such that at least six (6) strands of single mode fiber would be brought from the intended source's demarcation point, with at least four (4) strands being terminated in the building and at least two (2) strands spliced into the fiber backbone if backbone architecture is used.

The successful Offeror will be required to manage all right of way issues, obtain all necessary permits, and franchise authority from the respective locale.

Route Maps:

For each proposed route, a printed GIS or CAD map showing route and splice, interconnection and equipment location information is required. In addition to printed form, such information should be provided electronically in a GIS format.

The Offeror must identify all existing fiber structure in each of the three (3) Delaware counties by providing mileage and/or capacity by census tract.

The Offeror must identify the ownership of all fiber segments in their proposal, to include the Offeror and any third party provider. If there is any fiber included in the Offeror's proposal that is not owned by the Offeror, the Offeror must disclose the owner and the contract terms. All or part of these segments may be implemented into the contract.

Price Proposal

The State of Delaware is interested primarily in indefeasible rights of use (IRU-type) pricing with a one-time capital cost payment for the IRU combined with "all-in" recurring payments for operations and maintenance costs.

Interconnection Policies

Throughout the term of this contract, the State may require additional cross connects. Accordingly respondents must describe any cross-connect policies and all related cross-connect fees.

It is also possible that the State of Delaware may want to interconnect with the leased facilities at meet-me manholes or mid-span splice locations. Respondents should detail policies and guidelines that document interconnection procedures along with detailed costs for these activities.

Dark Fiber Performance

The State prefers to lease dark fiber routes that contain a homogenous fiber type throughout the segment. Vendors should provide information on the age, type and performance of fiber they are proposing to lease, including a description of all applicable splice loss budgets. Segments spanning a distance greater than 40km are required to include all applicable chromatic dispersion reports in addition to splice loss budgets

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Specifications:

Fiber Type:	Singlemode
ITU Spec:	Minimum: ITU-T-G.652C & Preferred G.652D or better
Dispersion Coefficient:	Maximum: 17ps/(nm.km)@1550nm & 1.5ps(nm.km)@1310nm

Loss Limits

For example, but not limited to:

Optical fiber attenuation factor	1.5 dB/km	standard limit, (e.g., TIA-568-C.3)
Connector Coupling loss	.75 dB/pair	standard limit, (e.g., TIA-568-C.3)
Fiber splice insertion loss	.03 dB	standard limit (e.g., TIA-568-C.3)

Utilize an optical fiber link transmission performance calculation worksheet to determine acceptable loss within specified run.

Any fiber solutions that do not meet these specifications must be clearly noted for each segment or portion of fiber with the known specifications.

Field Testing

Field testing of cabling requires a set of measurable transmission performance parameters (or limits) along with the necessary field test equipment.

In accordance with:

- TIA-526-14-B (Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant)
- TIA-526-7 (Optical Power Loss Measurement of Installed Singlemode Fiber Cable Plant)

Optical Fiber Tests

Below are standard terminologies used within the Standards and also used by the State to identify the departments testing deliverable requirements.

Attenuation

Decrease in magnitude of power of a transmitted signal between two point – measured in dB. Based on the type, link length, number and quality of terminations and splices, cable stresses and wavelength. Required after installation, to verify the loss is below the limits required for the optical fiber channel. Requires light source and power meter.

Optical Bandwidth

Measure of the information-carrying capacity of multimode cabling system – based on optical fiber quality and length.

Length

Measured to ensure the link does not exceed application-based requirements.

Polarity

Verification of end-to-end continuity

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Optical Fiber Test Equipment Requirements

OTDR (optical time domain reflectometer) – Anritsu – CMA5000 or equal

Power Meter – Corning OTS 600 series (requires 2 units) Power Meter and Light Source or equal

Acceptance Testing

(Required electronically in both RAW and PDF formats, including RAW data software for viewing.)

Bi-directional with OTDR and Power Meter in 850 nm and 1300 nm for multimode and 1310 nm and 1550 nm for singlemode.

Final acceptance is based on length and number of connections/splices equation to determine acceptable loss based on the link loss budget.

NOTE: Expect loss measurements less than the link loss budget calculated.

Extensive End-to-end bi-directional attenuation testing on all optical fibers at their two corresponding wavelengths.

- Measuring normal loss at the respective wavelengths
- Detecting point faults or discontinuities
- Measuring cable's overall length
- Ensure predicted system performance
 - o Document the system
 - o Perform route maintenance checks as required
- OTDR trace documentation for as-built records and performance records.

Minimal Requirements for Testing

- Jumpers should be factory-assembled, factory-polished and the same core size
- Power meter and light source must be set to the same wavelength
- Power meter must be calibrated and traceable to the National Institute of Standards and Technologies (NIST) or the applicable equivalent
- Light source or OTDR must operate within the range of:
 - o $850 \pm 30\text{nm}$ or 1300 nm for multimode testing.
 - o $1310 \pm \text{nm}$ or 1550 20 nm for single testing
- Connectors and jumpers must be cleaned before measurements are taken

Use High resolution OTDR (sub-cm range) for testing connectors and splices. Ensure the launch cord is used between the OTDR and the optical fiber. (Shall be of adequate length to overcome the OTDR dead zone.)

DESCRIPTION OF SERVICES AND QUALIFICATIONS

The Offeror is required to provide single mode fiber optic cable segments in a hub and spoke or home run configuration for the sites below under Location of Work. The sites listed are not all inclusive.

The primary sites serving as potential hub sites include the following:

Silver Lake Plaza

William Penn Data Center
801 Silver Lake Blvd
Dover, Delaware 19904

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Government Support Services

Herman Holloway Campus

Biggs Data Center
1901 North Du Pont Highway
New Castle, DE 19720

Secondary Hub Sites and final service locations (SL) by County:

New Castle County

Hub- Bissell Hospital
3000 Newport Gap Pike
Wilmington, DE
SL- North Star Elementary
1340 Little Baltimore Rd
Hockessin, DE

Hub- State of DE-Tower
600 Industrial Blvd
Middletown, DE
SL- Appoquinimink Admin
118 S 6th St
Odessa, DE

Kent County

Hub- Dover Police Department
422 S Queen St
Dover, DE
SL- Central Middle School
211 Delaware Ave
Dover, DE

Hub- Kent County Radio Shop
3050 Upper King Rd
Camden, DE
SL- Lake Forest High School
5407 Killens Pond Rd
Felton, DE

Sussex County

Hub- Lewes
16612 Kings Hwy
Lewes, DE
SL- Rehoboth Elementary
500 Stockley St
Rehoboth, DE

Hub- Seaford Center
300 Virginia Ave
Seaford, DE
SL- Sussex Tech High School
17099 County Seat Hwy

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Georgetown, DE

Any fiber solutions that do not meet these specifications must be clearly noted for each segment or portion of fiber with the known specifications.

The Offeror must identify the ownership of all fiber segments in their proposal, to include the Offeror and any third party provider. If there is any fiber included in the Offeror's proposal that is not owned by the Offeror, the Offeror must disclose the owner and the contract terms. All or part of these segments may be implemented into the contract.

The Offeror must identify **all existing fiber structure** in each of the three (3) Delaware counties by providing mileage and/or capacity by census tract.

Value Added Features

Offerors are invited to provide any other information that they feel is relevant to this RFP process. For example, would the vendor provide any additional services at no cost to the State, or assist the State in evaluating its existing needs and future needs.

Contract Schedule and Deliverables

The Offeror must describe in detail their plan to deliver the "dark" fiber to each of the locations listed under Location of Work.

The Offeror is encouraged provide a fiber installation schedule.

Adds, Moves and Changes

During the term of the contract the State may add sites to the contract. The State will not be penalized or incur any costs during the term of the contract for the discontinuing service to a given segment. The State reserves the right to disconnect segments as needed and discontinue billing for those segments. The State reserves the right to aid construction in order to lower the monthly cost of the fiber.

Locations of Work:

New Castle Division of Motor Vehicles

Airport and Churchmans Road
New Castle, Delaware 19720 Required Locations:

Appoquinimink High School

1080 Bunker Hill Rd
Middletown, DE 19709

Carvel State Office Building

820 N French St
Wilmington, DE 19801

Dover Division of Motor Vehicles

303 Transportation Circle
P.O. Box 698
Dover, Delaware 19903

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Georgetown Division of Motor Vehicles

23737 DuPont Blvd.
Georgetown, Delaware 19947

Seaford High School

399 N Market St
Seaford, DE 19973

Product Support

Dedicated Contract Representative

Offeror must provide resumes for dedicated contract representative and the support staff or team. Information for the contract representative and support team must include name, phone number, fax numbers, email address, mailing address and years of appropriate experience. Provide dedicated support or back-up staff names and titles, phone numbers, and fax numbers, as well as email and mailing addresses. Provide the names and titles, phone numbers, fax numbers, and email and mailing addresses for the contract representative's chain of command within your company.

Assigned contract representatives may be required to meet with the State on a regular basis, or when deemed necessary. The State may also require other support staff or team members identified on Offeror's escalation lists to be available for these meetings. Please verify that your company can and will make these staff members available to meet with the State, given adequate notice.

Customer Services

Offerors must describe:

- the process for placing orders,
- the process for handling customer inquiries and response time to inquiries,
- the proposed sales support/account representation and customer relationship
- services and strategies offered,
- billing procedures

Offerors must describe the experience of their firm in completing similar projects. Additionally, Offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract. If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

The Offeror must have successfully completed at least three (3) telecommunications projects of similar scope and complexity in cities with similar demographics and have successfully negotiated franchise agreements for the purposes of fiber optic cable installations.

Technical Support & Response

- Vendors will be required to have a (4) four hour Maintenance window should the fiber be cut at a point within the area of responsibility.
- Vendors must describe: hours of operation, operator responsibilities, and technical skill levels

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Response

Vendors shall provide any statistics that indicate the time duration from the time of problem detection to the time of problem resolution

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APPENDIX D
Pricing Forms

Appendix D is a separate excel pricing spreadsheet to be included with the vendor's proposal submission. The document can be found at <http://bids.delaware.gov>. Each proposal must be submitted with one electronic copy of the Appendix D spreadsheet on CD or other electronic media, in excel format.

The pricing appendix is divided into 3 sections:

- Tab 1. General Information
- Tab 2. Materials
- Tab 3. Labor

Materials. The products listed represent a sample of acceptable materials that meet the Delaware State-Wide Information Technology and Architecture Standards for Structured Cabling Systems. Pricing for these exact items if used will be firm for the contract term. State Agencies will specify connection requirements, and facilitate quotes from awarded contract vendors.

Labor. Labor is separated by the three requirement types described in Appendices A, B, and C. Offerors can bid on any or all areas for consideration. Vendors will only be considered for areas in which pricing is provided.