



**State of Delaware**  
**Department of Technology and Information**

**Request for Proposal**  
**for**  
**Professional Services**

**Contract No. DTI-08-0013**  
**Technical Staffing and Service**

**March 17, 2008**

***- Deadline to Respond -***  
***April 09, 2008***  
***1:00 p.m. EDT***

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**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**

**TO PROVIDE**

**Contract Number: DTI-08-0013**

**Technical Staffing and Services (TS&S)**

**ISSUED BY**

**THE DEPARTMENT OF TECHNOLOGY AND INFORMATION**

1. Overview

1.1 The Department of Technology and Information (DTI) seeks to contract for temporary staffing project services for DTI and other state agencies. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§6902(1), 6981 and 6982.

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

Public Notice	Date: 03/13/2008
Deadline for Questions	Date: 03/22/2008
Deadline for Ques. Responses Published	Date: 03/29/2008
<b>Deadline for Receipt of Proposals</b>	<b>Date: 04/09/2008 1:00 p.m.</b>
Notification of Award	Date: 06/01/2008
Contract Start	Date: 07/01/2008

1.3 The bidder’s proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format. Each proposal must be accompanied by a cover letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. The state reserves the right to deny any and all exceptions taken to the RFP requirements.

2. Scope of Services

See the attached Appendix A.

3. Proposal Procedures

3.1 Proposals

3.1.1 To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) hard copy, with live signatures in all of the appropriate areas, and with twelve (12) softcopy versions in Adobe PDF format on IBM® compatible CD's or memory stick, in a sealed envelope conspicuously labeled "Sealed Proposal - State of Delaware – Contract # DTI-08-0013, Technical Staffing and Services". The envelope should also contain the name, address and telephone number of the proposing firm. If delivered by mail, the proposal shall be enclosed in an "inner" enveloped labeled as indicated above.

3.1.2 **All proposals must be delivered in person or by mail to:**

**Michael J. Sabol, CPPB  
IT Contract Officer  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 SILVER LAKE BLVD  
DOVER DE 19904**

3.1.3 Any proposal submitted by mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than April 09, 2008. Any proposal received after this time shall not be considered and shall be returned unopened. The proposing firm 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.

3.1.4 The CDs used for this submittal shall be virus checked by the prospective firm before submittal and shall be accompanied by a signed certification indicating the virus detection software used including the date and version.

## 3.2 Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

## 3.3 Other

### 3.3.1 Addenda to the RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

### 3.3.2 Incurred Expenses:

DTI will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal. All costs incurred by the Offeror in preparing the proposal, or costs incurred in any other manner by the Offeror in responding to this proposal will be wholly the responsibility of the Offeror. All materials and documents submitted by the Offeror in response to this RFP package become the property of the State of Delaware and will not be returned to the Offeror.

### 3.3.3 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's offer to meet the requirements of the RFP. **DO NOT USE RING BINDERS.**

### 3.3.4 Right to Reject Proposals/Waive or Correct Minor Irregularities:

DTI reserves the right to withdraw this Request for Proposal, not to award this RFP, to reject any or all proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

### 3.3.5 Questions:

All questions shall be submitted by e-mail only and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the RFP as an amendment. Only those questions received by DTI by the deadline in the schedule of events will be considered. DTI shall not respond to questions received after that time. A final list of written questions and responses will be posted per the schedule as an addendum to the RFP at <http://gss.omb.delaware.gov/bids.shtml>.

## 3.4 Order of Documents in the Vendor Proposal

### Section 1

Signed Transmittal Letter

Signed original Non-Collusion Statement

Signed original CD virus-free certification

Signed original Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

### Section 2

Response to each requirement of this RFP by following the RFP numbering system is required. If you agree to the RFP in total, then a statement to that effect is acceptable.

### Section 3

Exceptions to any Appendix A requirements

### Section 4

Exceptions to any RFP terms or conditions not covered in Section 3 above

Section 5

Completed Spreadsheet Price Templates and disks

Section 6

Completed State of Delaware Contract Disclosure Form

Section 7

List of Business References and Subcontractor References

Section 8 - Optional

Other bidder provided information that may be appropriate to differentiate the bidder's firm from the competition.

4. Required Information

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

4.1 Minimum Requirements as required in this RFP.

4.1.1 Delaware Business License: Provide evidence of a Delaware business license or recent application.

4.1.2 Professional Liability Insurance: Provide evidence of professional liability coverage.

4.1.3 Requirements of the Offeror

4.1.4 Signed Non-Collusion Statement

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

- Brief history of the organizations, including accreditation status, if applicable.
- Offeror's experience, if any, providing similar services. At least three references are required (See § 7.10).
- Public Sector experience, particularly.
- State of Delaware Contract Disclosure (See Appendix B)
- Brief history of the subcontractor(s) of the organization, if applicable. At least three references of subcontractor(s) are also required.
- Financial information (balance sheets and income statements or tax returns) for the past three years.
- Contractor shall indicate whether its Business Model includes the use of off-shore resources

5. Evaluation Process

All proposals submitted in response to the RFP shall be reviewed by the Contract Review Committee (CRC).

## 5.1 Contract Review Committee

The Contract Review Committee shall be comprised of members of DTI and other agencies interested in using TS&S. The Committee shall determine the firms which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee shall interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the Chief Information Officer who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful firm in the best interests of the State of Delaware. DTI intends to issue multiple awards for these services. **Only bidders that score the minimum of 85 shall be considered further for any awards.** DTI reserves the right to adjust the minimum score necessary for further consideration.

## 5.2 Proposal Selection Criteria

5.2.1 The CRC shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the CRC.

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

5.2.3 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 received in response to this RFP or to make a "no award" or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modifications to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.

5.2.4 All proposals shall be evaluated using the same criteria and scoring process.

5.2.5 The following criteria shall be used by the CRC to evaluate proposals:

Scoring Category	POINTS
Contractor's experience in providing services of the technical staffing categories: <ul style="list-style-type: none"> <li>• Experience in providing services of this type and scope to the public sector.</li> <li>• Experience in providing services of this type and scope to non-public sector organizations.</li> </ul>	35
Capacity to meet the requirements in the scope of work, as demonstrated by the number and qualifications of personnel and other resources (please highlight experience in the specific platforms identified).	20
Contractor's geographical location and the State's accessibility to the Contractor's employees.	10
Corporate background, reputation, financial stability and years in business and references.	10
Contractor's rates for the technical staffing categories represented.	25
<b>TOTAL SCORE</b>	<b>100</b>

5.2.6 Each proposal shall be given individual attention, and a weighted average may be applied to criteria according to its importance to each project.

5.2.7 For the selection process described in § 6982(b), price may be a criteria used to rank applicants under consideration (70 Del. Laws, c. 601, § 9.).

5.2.8 A Best and Final offer will be a part of and final step in the evaluation process.

## 6. Contract Terms and Conditions

The firm awarded the contract under this RFP shall be subject to the following contractual provisions:

### 6.1 Contract Term

The term of the contract between the successful firms and DTI shall be **July 1, 2008 through June 30, 2011** and may be extended for two additional one-year periods at the discretion of DTI. The contract may be terminated by either party upon sixty (60) days written notice. In the event the successful firm materially breaches any obligation under this Agreement, DTI may terminate this Agreement upon thirty (30) days written notice.

## 6.2 Non-Appropriation (Funding Out)

In the event that the General Assembly fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in 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.

## 6.3 Notice

Any notice to DTI required under this Agreement shall be sent by registered mail to:

Michael J. Sabol, CPPB  
IT Contract Officer  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 SILVER LAKE BLVD  
DOVER DE 19904

## 6.4 Formal Contract and Purchase Order

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and DTI. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful firm.

## 6.5 Indemnification

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

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Vendor.

## 6.6 Complying with Laws

In performance of this contract the firm is required to comply with all applicable federal, state and local laws, ordinance, codes and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as provided in Delaware Code Title 30, Section 2502.

## 6.7 Insurance

As a part of the contract requirements, the contractor 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 contractors shall carry Comprehensive General Liability and at least one of the other types of coverage depending on the type of service being delivered:

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

- b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

Or

- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**IT Procurement Officer  
Contract No. DTI-08-0013  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 SILVER LAKE BLVD  
DOVER DE 19904**

## 6.8 Non-Discrimination

In performing the services subject to this RFP the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

## 6.9 Covenant against Contingent Fees

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

## 6.10 Contract Documents

The RFP, vendor proposal, the Purchase Order and the executed Contract between the State and the successful firm(s) shall constitute the Contract between the State and the firm. 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, RFP, Purchase Order and vendor proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm(s).

## 6.11 Applicable Law

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

## 6.12 Scope of Agreement

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

## 7. Additional Terms and Conditions:

### 7.1 Non-Collusion Statement

The attached Non-Collusion Statement must be completed in its entirety, signed by the appropriate vendor official and notarized. This executed form must be included as a part of your proposal.

## 7.2 Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

## 7.3 Confidentiality and Data Integrity

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

The Contractor is required sign and agrees to the requirements in the **Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement**, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning the work.

The contractor's employees that are assigned to State projects may be required to submit to background checks at contracting agency's discretion.

## 7.4 Prices:

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by DTI.

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

- The structure must be clear, accountable and auditable.
- It must cover the full spectrum of services required.
- 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.
- Overtime is not covered by this RFP. If overtime is necessary, it will be negotiated at the time the services are requested.

## 7.5 Surety Requirement:

**Performance Bond and Bid Bond are waived for this RFP.** The state reserves the right to invoke the bonding requirement on a case-by-case basis at there own discretion. The cost of such bonding shall be negotiated by and for the account of the requesting entity.

#### 7.6 State of Delaware Business License:

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

Information regarding the award of 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.

#### 7.7 Force Majeure:

Neither the contractor nor the state 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.

#### 7.8 Exceptions:

Offerors may elect to take minor exception to the terms and conditions of this RFP. Each exception must be stated clearly in a separate Exception Section of the offeror's proposal to be considered. DTI will evaluate each exception according to the intent of the terms and conditions contained herein, but DTI shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

#### 7.9 Contract Usage Report:

One of the goals in administering this contract is to keep accurate records regarding its actual value. This information may be essential in order to update the contents of the contract and to establish proper bonding levels, if bonding is required. The integrity of future contracts relies on our ability to convey accurate and realistic information to all interested offerors.

Upon request by the State and at a minimum, annually, a report must be furnished by the contractor, detailing the purchase of the items or services covered by this contract. The report format and period is described herein or will be stated at the time of request. The report must be completed and returned to the State within fifteen (15) days of the request. Any exception to this 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, contractors who are determined to be in default of this report requirement may be precluded from bidding on any future requirements.

#### 7.10 Business References:

Offeror must supply three (3) business references consisting of current or previous customers of similar scope with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

In the Proposal Reply Section of this RFP, the offeror shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number/email address), period of performance and amount. The Contract Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be factored in the final scoring of the proposal. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the proposal.

#### 7.11 Billing:

**The contractor is required to invoice in a timely manner. Invoices shall be sent to the respective ordering agency(s). Ordering agencies shall provide purchase order number and/or contract number, ship to and bill to address, contact name and phone number.**

#### 7.12 Payment:

The state will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The state may elect to pay by the State's authorized procurement (credit) card, ACH transfer or conventional check. The contractor shall be able to accept the State's credit card. There shall not be any additional cost to the State for use of the credit card. Also, it is expected that ACH payments are a benefit to the contractor and should result in lower pricing to the state.

#### 7.13 Work Authorizations:

When a specific need for IT staffing or services arises, the state will submit the business requirements and technical specifications to any of the approved contractor(s) for estimates. The information submitted by the state will indicate whether the work is to be performed on-site, off-site or some combination of same. The requested contractor(s) interested in performing the required work shall submit a proposal, which must incorporate the business requirements and technical specifications.

The proposal must also identify:

- The technical staffing service category or categories involved.
- The qualified individual(s) who will perform the work, together with their resumes.
- The use of off-shore resources, if applicable.
- The number of person days, to the nearest tenth of a day, for each individual, based on an eight-hour day.
- The daily bid rate for each individual, based on the technical staffing service category.
- The cost for each individual.
- The total cost of the proposal.
- The deliverables and a schedule for their completion.
- The payment schedule, which must be based on the deliverable schedule.

A contractor must indicate in the proposal if: 1) costs are on a time and material basis, using the contract bid rates, but not to exceed the total cost shown, or 2) the total cost shown is a fixed price based on the contract bid rates.

Each proposal received will be reviewed by the state to determine if it meets both the business requirements and the technical requirements required. The state will select a contractor(s) based on particular skills, past experience, availability, cost and other factors. The choice of a contractor(s) rests solely with the state.

Actual work will then be authorized. Vendors are not authorized to begin work prior to receiving authorization. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the scope, specifications or any special instructions once they are received by the Contractor(s). The contractor shall send a copy of all state PO's, received as a result of this contract, to DTI's procurement officer.

For work costing \$2,500.00 or more, a State of Delaware purchase order is also required. 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.

#### 7.14 Schedules for Performance of Work:

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State shall be the sole judge of the term "reasonable". If the Contractor 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 non-performance of work.

Work that begins under this contract shall continue until completed if this contract is cancelled or expires. The work shall be covered by the state's authorized documents or purchase orders until those specific documents expire. Any continuing work shall be covered by the subsequent Technical Staffing and Services contract or an agency specific contract.

#### 7.15 Time of Performance:

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

#### 7.16 Contractor Responsibility:

DTI will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in any contractor's proposal.

### 7.17 Contractor Personnel:

The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract. The state requires an "initial period of service", 40 man-hours or 20% of the projected man-hour requirement less than 40 hours, during which the state can assess the technical capabilities of each individual. If in the sole discretion of the state, the individual's capabilities are deficient, the state can terminate that individual prior to the end of the "initial period of service" without any obligation to pay for the services rendered by the individual up to that point. The Contractor shall replace the terminated individual within seventy-two (72) hours.

All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under The State of Delaware and local laws to perform such services.

Also, the Contractor shall indicate whether its Business Model includes the use of off-shore resources.

### 7.18 Termination of P.O.'s:

Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the state shall have the right to terminate the P.O. by giving written notice to the Contractor 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 contractor in the performance of the P.O. shall, at the option of the state, become its property, and the Contractor 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.

Termination for Convenience: the state may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) 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 Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the state. If the P.O. is terminated by the state for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

#### 7.19 Changes:

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

#### 7.20 Interest of Contractor:

The Contractor 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 Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

#### 7.21 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 this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract.

#### 7.22 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 order to begin work is issued by the state or, when required, the contractor receives an executed purchase order that has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with.

#### 7.23 Affirmation:

The Contractor 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.

#### 7.24 Audit Access to Records:

The Contractor 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 Contractor 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 Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, 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 Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

#### 7.25 Termination of Contract:

Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, DTI shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Contract shall, at the option of DTI, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DTI.

Termination for Convenience – DTI may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 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 DTI, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to DTI. If the Contract is terminated by DTI as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

#### 7.26 Remedies:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor 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.

#### 7.27 Amendments:

This contract may be amended, in writing, by mutual agreement of the parties.

#### 7.28 Subcontracts:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by DTI or as are specifically authorized in writing by the state 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 contractor(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 contractor 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.

#### 7.29 Agency's Responsibilities:

The state shall:

- Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the state and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- Give prompt written notice to the Contractor whenever the state observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

#### 7.30 Confidentiality:

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether then information may be or must be divulged to the party.

#### 7.31 Assignment:

This contract shall not be assigned except by express written consent from DTI.

#### 7.32 News Releases:

The state reserves the right to pre-approve any news or advertising releases concerning this contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP for any purpose shall require the prior expressed written permission of the Department of Technology and Information.

### 7.33 Future Benefits:

The contractor shall pass on to the State any more favorable terms, conditions and pricing that are driven by market conditions or technological advancement, when such favorable terms, conditions and pricing are based upon executed contracts with other State or other large users of equivalent systems, components or services.

### 7.34 Copyright and Patent Rights:

The contractor warrants that there are no existing claims of violation and the contractor has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in their proposal as of the date of proposal submittal. The State expects indemnification by the contractor of any claim or action brought against the State or any of its agencies based upon a claim that the software, hardware, or documentation provided by the Offeror violated any copyright or patent rights.

### 7.35 Standard Practices:

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

### 7.36 Custom Software:

The Contractor shall deliver all custom software as machine readable source files, and linkable or executable modules, in addition to installed and operating copies of the programs (baseline software or hardware configuration shall not be created such that only they could change).

- The Contractor shall identify the tools required for the modification and compilation of all provided software programs.
- The Contractor shall not create software that only they could modify.
- The Contractor shall not place any legend on the custom software, which restricts the State's rights in such software.
- The Contractor agrees that upon payment for services rendered, all data, documents, computation, and the like prepared or obtained under the terms of this Agreement shall be the sole property of the State and, upon request, shall be delivered to the State.

All Intellectual Property Rights in Developed Software or other items that have been developed for the Customer under this Contract are assigned to the Customer. Nothing in this sub-clause will affect the ownership of any pre-existing Intellectual Property Rights in any tools, object libraries, methodologies and materials used to produce the Developed Software or other items.

### 7.37 Source Code:

The Contractor is to deliver source code for all Custom Software programs developed under this Agreement with all support resources needed to edit, compile and link these programs on the State's network. If the Contractor is providing COTS software that will be enhanced to conform to minor aspects of this RFP or Custom Software developed to enhance existing COTS software to conform to minor aspects of this RFP is not required to be delivered, but must be delivered with the escrowed source code.

- The Contractor shall deliver all documentation concerning protocol for Custom Software, source code, program listings, and description of software infrastructure, system architecture, database design, procedure manuals, hardware utilization, and instructions necessary to convert the source code into an operational system.
- The State of Delaware's information processing systems are subject to periodic audits by state and federal entities.

### 7.38 State Employment of Temporary Personnel:

Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a 3 month period and is provided thirty (30) days written notice from the agency of intent to hire. Notice may be issued at second (2) month if it is the State's intention to hire.

CONTRACT NO. DTI-08-0013  
TECHNICAL STAFFING AND SERVICE  
APPENDIX A

**SCOPE OF SERVICES DETAILS**

1.0 Scope of Service

The State of Delaware, Department of Technology & Information (DTI) is seeking proposals for the levels of staff as shown below. DTI desires proposals consisting of a range of **HOURLY RATES** for each category.

- 1.1 The first set of rates shall be for the categories shown in 1.3.1 and be identified as Mainframe specialists. A second set of rates shall be for the categories in 1.3.2 and be identified as Client Server specialists. The third shall be for the categories in 1.3.3 and be identified as Technology Specialists.

Sections 1.3 and 1.4 provide identifying characteristics for each of the specialties. The range of rates for each category should be reflective of minimum qualifications to maximum qualifications within each specialty (platform independent).

- 1.2 The following details the types of service and anticipated support, i.e. installation, maintenance, and tuning for each level of requested staff with preferred background in any or all of the following. This list is not all inclusive; it is our best listing at this time.

**Summary of products and paltforms used within the state environment**

.Net Framework	Inprise
ABAP	ISRP
Access	J2EE
AD	Java
ADABAS	JSP
ADABAS-D	Linux
ADS Plus	Lotus Domino
Apache	Lotus Notes
ArcInfo	Macafee
ArcView	Maestro
ASP	Marplot
AU	Mediastor 2000
Big Brother	Mobius
Btrieve	MS Office products
Borland Delphi	Natural
C	Omniback
C#	Oracle
C/C+	OS/2/Adabas
C++	OS/2/C++
CICS	OS400
Citrix	Panvalet
Clipper	PeopleSoft
Cobol	PowerBuilder

## APPENDIX A

### 1.2 (Continued)

Cognos Impromptu	RMS (Records Management Sys.)
Cognos PowerPlay for Web	SAS
Connect Direct	SCO Unix
Crystal Reports	SQL Anywhere
Cybermation ESP Workload Manager	SQL Server
CTree	SQLBase
DataFlex	SSH
DB2	Sybase
dBase III	VAX/DEC Basic
Entire Broker	VAX/Easy Entry
Entire Connection	VAX/Natural
Entire X	VAX/Natural/Easy Entry
Exceed	Veritas
Focus	Visual C++
Fox Pro	Visual Age
GIS Applications	Visual Basic
ArcGIS Desktop 9.1, 9.2	
ArcGIS Server 9.1, 9.2	
ArcIMS 9.1, 9.2	
ArcSDE 9.1	Commvault
Front Page	Visual Interdev
GeoMedia	Visual Studio
HP Unix	VSAM
HP9000/T600/Natural	VXML
HTML	WebLogic/NT
IBM AIX	Websphere
IBM AS/400	Windows NT/2000/XP
IBM Mainframe OS390	Xbase
IBM RS/6000	XML
IMS	
Informix	

### 1.3 Categories

#### 1.3.1 Mainframe Specialists

##### Programmer/Analyst:

- Provide systems analysis and/or programming support for various client applications.
- Perform design alternative analysis, design specifications, application programming, testing, and documentation as required.
- Interact with clients to define their information system needs, conduct testing, and acquaint the client with any modified or new information system capabilities.

Senior Systems Programmer/Analyst:

- Preferred candidates will have a minimum of 5 years hands-on experience with z/OS or OS/390, JES2, CICS, SMP/E, SMF/RMF, CA-ACF2, IBM InfoPrint Server, TCP/IP, and SMS.
- Demonstrated self-starter and self-directed worker; good judgment in when and how to engage other parties, especially management
- Solid “people skills”, including proven ability to accept direction from management
- Good communications (verbal and written) skill; effective group presentation skills a plus. Able to communicate very effectively with other DTI technical staff, vendors and customers.
- Committed to strong discipline in the areas of problem and change management; ideally has operated in an environment with formal processes in these areas.

E-Commerce Programmer:

- Provide systems analysis and/or programming support for complex Internet and Intranet applications.
- Perform design alternative analysis, design specification, application programming, testing, and documentation as required.
- Interact with clients to define their needs, conduct testing, and acquaint them with any modified or new information system capabilities.
- Preferred candidates will have a minimum of one year combined analytical/programming experience with web technologies.

Sr. E-Commerce Programmer:

- Provide advanced level of systems analysis and/or programming support for complex Internet and Intranet applications.
- Perform design alternative analysis, design specification, application programming, testing, and documentation as required.
- Interact with clients to define their needs, conduct testing, and acquaint them with any modified or new information system capabilities.
- Preferred candidates will have a minimum of three years-combined analytical/programming experience with web technologies.

System Analyst:

- Provide systems analysis for client applications, including information needs analysis and design specification.
- Define, evaluate, and document the capabilities, limitations and needs of users' current information systems, applications, and programs.
- Provide client orientation and training for all modified and new information system capabilities.
- Conduct cost/benefit analysis of alternative design proposals.
- Plan and coordinate testing and client review of modified and new applications.
- Preferred candidates will have a minimum of two years of analytical experience within the information systems disciplines.

Senior System Analyst:

- Provide an advanced level of systems analysis for complex client applications, including information needs analysis and design specification.
- Define, evaluate, and document the capabilities, limitations and needs of users' current information systems, applications, and programs.
- Provide client orientation and training for all modified and new information system capabilities.
- Conduct cost/benefit analysis of alternative design proposals.
- Plan and coordinate full testing and client review of all modified and new applications.
- Preferred candidates will have a minimum of six years or more of analytical experience within the information systems disciplines.

Project Leader:

- Plans, schedules, reviews and evaluates the work of applications support personnel engaged in all phases of system analysis and programming support for clients.
- Assists clients in development and design of future information system needs and integration of needs into current system.
- Reviews all cost/benefit analysis reports including cost estimates and timeframes of alternative design proposals and recommends appropriate action to management/clients.
- Assists managers in development, modification and implementation of departmental policies and procedures for data processing.
- Provides management with accurate and timely reports to include project status, monthly activity reports and personnel activities.
- Reviews current technology on software, hardware and related tools for future needs; evaluates new products and makes recommendations for purchases.
- Provides technical direction and guidance to staff and clients; assesses and recommends staff training needs.

Data Modeler:

- Provide data modeling services for various client applications.
- Maintain and support tools for data modeling and administration
- Maintain an inventory of metadata for various information systems.
- Prepare data definitions for database file/table creation.

Software Specialist:

- Provide systems programming expertise in the installation of computer system or application package software.
- Perform problem identification and appropriate resolution of computer system or application package software.
- Able to function in a productive manner with a minimum of technical supervision.
- Able to interact positively in a teaming environment.
- Prefer mainframe personnel with 3 years experience.
- Prefer Client/Server personnel with one-year experience.

Senior Software Specialist:

- Provide an advanced level of systems programming for implementation, tuning and debugging of system software and program products.
- Perform installation of system/application software using vendor methodologies where applicable.
- Interact with DTI software and hardware clients, in consultation, for evaluation/recommending of applicable solutions.
- Provide leadership in the recommendation and installation of technical systems.
- Perform problem identification and appropriate resolution involving system software.
- Prefer mainframe personnel with 5 or more years' experience.
- Prefer Client/Server personnel with 4 or more years' experience.
- Responsible for ensuring adequate IT capacity is available and optimized to meet established levels of service and for ensuring that management is properly advised on how to match capacity with demand.
- Responsible for identifying and resolving system performance issues and bottlenecks.

Database Administrator:

- Actively maintains and expands technology and industry knowledge to support the management and enhancement of database services.
- Provides database expertise in delivering solutions to client needs.
- Understands critical platform/service priorities, monitors services and provides evaluation and escalation, when appropriate, on service issues.
- Reviews relevant documentation conducts analyses and monitors performance of database services.
- Designs and implements service changes and ensures ongoing stability of database solutions.
- Implements database upgrades and adheres to project implementation standards including testing, contingency provisions, cutover and regression planning.
- Maintains and utilizes third party relationships for ongoing management and resolution of database issues and problems.
- Updates relevant documentation supporting database DTI desires proposals consisting of a range of rates for each category services.

System Control Specialist:

- Responsible in assisting in establishing, maintaining and executing procedures that control changes to the infrastructure in a manner that promotes prompt and efficient processing of all changes and that minimize service disruption. Ensure that all changes to the data center environment have been adequately planned, tested and authorized.
- Responsible for supporting in processing all requests for change and updating the Capacity Management section with requests having an effect on the environment.
- Responsible for the identification, recording, and tracking of all IT configuration items (hardware, software, associated documentation) within the data center environment.
- Responsible for planning, managing, and controlling software & hardware releases through the use of formal procedures and checks.

Computer Operator:

- Responsible for the preparation and operation of teleprocessing computers and peripheral equipment.
- Responsible for troubleshooting computer and network malfunctions and taking corrective actions to restore operability based on established procedures or at the direction of technical staff.
- Responsible for executing escalation procedures in the event of computer/network malfunctions, physical or information security breaches or attempts, or environmental anomalies.
- Responsible for monitoring the computer and network infrastructure, data center environmental controls and physical security systems, taking appropriate action as required.
- Responsible for preparing reports and logs detailing all work related activity, initiating service desk tickets, and providing first level service desk support, as required.

Lead Computer Operator:

- Responsible for operating teleprocessing computers and peripheral equipment of various scales. Prepares equipment for operation and program processing.
- Responsible for troubleshooting computer and network malfunctions and taking corrective actions to restore operability based on established procedures or at the direction of technical staff.
- Responsible for executing escalation procedures in the event of computer/network malfunctions, physical or information security breaches or attempts, or environmental anomalies.
- Responsible for monitoring the computer and network infrastructure, data center environmental controls and physical security systems, taking appropriate action as required.
- Responsible for preparing reports and logs detailing all work related activity. Responsible for initiating service desk tickets and providing first level service desk support, as required.
- Acts as lead worker overseeing the work of operators and trains lower level operators.
- Prepares and verifies schedule work according to priorities and ensures that jobs which interfere with each other are not run concurrently.
- Responsible for implementing new/revised methods and procedures for conducting operations.
- Responsible for insuring that agency policy, standards, and procedures are followed.

Output Management Specialist:

- Responsible for operation and routine maintenance of computer peripheral equipment and office equipment such as CRT consoles, impact and laser printers, bursters, sorters/stuffers, binders, scanners, decollators and microfiche.
- Responsible for preparation, packaging and delivery of computer output as defined within documented instructions.
- Responsible for verifying the quality and accuracy of computer output as defined within documented instructions.
- Responsible for coordinating production jobs with data entry, tape library and computer operations personnel.
- Responsible for maintaining logs of work processed and performing control total verification/balancing activities.
- Responsible for mail and package receipt and delivery.

Lead Output Management Specialist:

- Responsible for the administration of the report management distribution system by entering job numbers, procedures, and other pertinent information concerning a production run via terminal resulting in a consolidation of data required to package, view, and distribute reports to system users.
- Responsible for interfacing with DTI staff and customer to obtain and provide information for meeting production control and agency objectives which include coordination of special
- Schedules, reruns, schedule changes, new jobs, the computer operations section concerning the operations of production control and job abends.
- Responsible for restoring operability of computer peripheral equipment and office equipment.
- Responsible for providing necessary printing resources for all shared use computing platforms owned by DTI or operated by DTI on behalf of client agencies.
- Responsible for providing finishing services that includes mechanized folding, stuffing, stamping, and mailing batch reports and special forms.
- Responsible for planning and research regarding technological advances, policies, standards and procedures to assure the ability to maintain cost-effective, efficient operations.
- Responsible for the planning, organizing, and directs the program to encourage the placing of reports onto software designed for online viewing to encourage paper reduction.
- Responsible for establishing and maintaining procedures, policies and standards for the Output Management section.
- Responsible for the training of personnel and customers on report management distribution and viewing software.
- Responsible for development and deployment of deliverables utilizing Advanced Function Printing (AFP), Computer Aided Design (CAD), and Geographic Information System (GIS) technologies.

Production Scheduler:

- Responsible for managing batch processing on all platforms controlled by an automated scheduling package, resolving batch errors, and preparing special and on-demand batch processes.
- Responsible for training computer operators in executing the production schedule and in the use of the automated scheduling product. Responsible for assisting computer operations staff in the resolution of scheduler problems.
- Responsible for interfacing with technical staff and customers to satisfy production control/scheduling objectives.
- Responsible for maintaining a variety of logs, reports and files related to the scheduling and processing of production batch jobs.
- Responsible for change control activities related to the addition, modification or deletion of batch production jobs. Responsible for approving all production documentation and JCL and ensuring that all change control procedures are adhered to.

Storage Management Specialist:

- Responsible for administration and management of tape and/or disk storage media.
- Responsible for development and implementation of all backup and recovery procedures and standards.
- Administers tape management or disk management functions.
- Responsible for maintaining a library of computer cartridges and magnetic tapes via an automated tape library management system.
- Responsible for providing cartridges and tapes to the computer room and customers ensuring that all tapes are made ready after a stipulated retention period. Responsible for maintaining an adequate supply of re-useable tapes.
- Responsible for cleaning, erasing and evaluating the condition of all cartridges and tapes.
- Responsible for tracking and movement of all cartridges and tapes to authorized destinations to include the computer room and off-site storage locations.
- Responsible for recommending and designing procedures and modifications to tape environments that will enhance system functionality and integrity.
- Responsible for maintaining logs of work processed.
- Responsible for the management of online storage to include allocation, placement, space planning, retention, archiving backup and restore and offsite storage.
- Responsible managing changes to all documentation, tools and procedures related to storage systems.
- Responsible for recommending and designing procedures and modifications to DASD environments that will enhance system functionality and integrity.

System Administrator:

- Provide day-to-day administration and operational support for a client server and/or mainframe environment.
- Responsible for platform installation and configuration, loading and testing of baseline software, performance of hardware and software upgrades, file system configuration, performance monitoring, supporting user accounts, establishment and execution of system/file backups and restores, and other tasks as required within the client server and/or mainframe environment.
- Responsible for security monitoring and system lockdown activities.
- Responsible for the detection, diagnosis, and resolution of incidents and problems within the client/server and/or mainframe environment.
- Responsible for the production and maintenance of system documentation (i.e. maintenance logs, server documentation, etc.), as required.

1.3.2 Client Server Specialists

E-commerce Analyst:

E-commerce Analysts are skilled in the effective deployment of web-based solutions to improve business performance. E-commerce analysts use software and analytic tools and techniques, business process knowledge and technical aptitude to analyze technology-related business problems and to develop e-commerce applications. Key responsibilities include the following:

- Establishes working relationships with key business managers.
- Develops and maintains a detailed understanding of customer needs and priorities.
- Develops and maintains knowledge in web-based technologies, business process modeling and business analysis tools.
- Documents proposed business procedures and processes and identify relevant technology issues.
- Develops business requirements definitions and adheres to development methodology.
- Ensures applications fit within the firm's e-commerce architectural framework and adhere to application standards.
- Documents System and Client Acceptance Test plans.
- Prepares test cases, test procedures and expected results.
- Coordinates appropriate client involvement in testing.
- Develops training documentation for existing and enhanced applications.
- Trains clients on new and/or enhanced application.

E-commerce Software Specialist:

- Provide an advanced level of systems programming for implementation, tuning and debugging of system software and program products such as web servers and application servers.
- Perform installation of system/application software using vendor methodologies where applicable.
- Provide leadership in the recommendation and installation of technical systems such as on-line credit card processing systems.
- Perform problem identification and appropriate resolution involving system software, networks and databases.
- Prefer web personnel with 1 or more years' experience.

GIS Programmer/Analyst:

- Provide systems analysis and/or programming support for various client geographic information systems applications.
- Perform design alternative analysis, design specifications, application programming, testing, and documentation as required.
- Interact with clients to define their information system needs, conduct testing, and acquaint the client with any modified or new geographic information system capabilities.

Senior GIS Programmer/Analyst:

- Provide advanced level of systems analysis and/or programming support for complex client geographic information system applications.
- Perform design alternative analysis, design specification, application programming, testing, and documentation as required.
- Interact with clients to define their needs, conduct testing, and acquaint them with any modified or new geographic information system capabilities.
- Prefer candidates will have a minimum of five years-combined analytical/programming experience.

GIS Web Programmer:

- Provide systems analysis and/or programming support for complex Internet and Intranet geographic information system applications.
- Perform design alternative analysis, design specification, application programming, testing, and documentation as required.
- Interact with clients to define their needs, conduct testing, and acquaint them with any modified or new information system capabilities.
- Preferred candidates will have a minimum of one year combined analytical/programming experience with web and GIS technologies.

Sr. GIS Web Programmer:

- Provide advanced level of systems analysis and/or programming support for complex Internet and Intranet geographic information systems applications.
- Perform design alternative analysis, design specification, application programming, testing, and documentation as required.
- Interact with clients to define their needs, conduct testing, and acquaint them with any modified or new information system capabilities.
- Preferred candidates will have a minimum of three years-combined analytical/programming experience with web and GIS technologies.

Mainframe Web/Middleware Engineer:

- Preferred candidates will have a minimum of 5 years hands-on experience with mainframe middleware products used for connecting client/server based applications to business logic and/or data residing on an IBM mainframe.
- Preferred candidate will be proficient working in an environment with z/OS or OS/390, DB2, and/or ADABAS.
- Solid “people skills”, including proven ability to accept direction from management
- Good communications (verbal and written) skill; effective group presentation skills a plus. Able to communicate very effectively with other DTI technical staff, vendors and customers.
- Committed to strong discipline in the areas of problem and change management; ideally has operated in an environment with formal processes in these areas.

Senior Systems Engineer – Web Middleware:

- Provide advanced level of systems analysis design support for complex client information system applications.
- Perform design alternative analysis, to build agile systems to scale to the growing needs of the state’s business.
- Document and capture the Analysis and Design for subsequent use and reference.
- Provide advance level of expertise in one or more of the Middleware systems such as WebSphere, Oracle Application Server.
- Prefer candidates to have a minimum of 5 years of build 3 or more years of design experience.
- Should possess expert level of experience in two or more of the above listed technologies.

Senior Systems Engineer – Unix / Linux:

- Provide advanced level of systems analysis design support for complex client information system applications.
- Perform design alternative analysis, to build agile systems to scale to the growing needs of the state's business.
- Document and capture the Analysis and Design for subsequent use and reference.
- Provide advance level of expertise in one or more of the operating systems such as Red Hat Linux, HP-UX.
- Working knowledge in one or more of the Middleware systems such as WebSphere, Oracle Application Server.
- Working knowledge in the Virtual Infrastructure products such as VMware.
- Prefer candidates to have a minimum of 5 years of build 3 or more years of design experience.
- Should possess expert level of experience in two or more of the above listed technologies.

Senior Systems Engineer – Windows:

- Provide advanced level of systems analysis design support for complex client information system applications.
- Perform design alternative analysis, to build agile systems to scale to the growing needs of the state's business.
- Document and capture the Analysis and Design for subsequent use and reference.
- Provide advance level of expertise in Windows and VMware
- Working knowledge in one or more of the middleware systems such as WebSphere, Oracle Application Server.
- Prefer candidates to have a minimum of 5 years of build 3 or more years of design experience.
- Should possess expert level of experience in two or more of the above listed technologies.

Senior Systems Engineer – PeopleSoft:

- Provide advanced level of systems analysis and design support for complex web-based PeopleSoft applications.
- Must be able to develop and produce ad-hoc queries and reports, on demand.
- Must possess working knowledge of web-based PeopleSoft HCM or Financials related functional modules and their applicable integration points.
- Must possess experience using PeopleTools Peoplecode, SQR Programming, SQL, nVision, and Crystal Reports.
- Must have participated in major implementation of ERP-related software (i.e. implementation of ERP systems / enhancements, version upgrades, tax updates, patches/fixes, etc.)
- Must be able to produce and successfully execute test cases in support of unit, system, and user acceptance testing.
- Prefer candidates to have a minimum of 3 years recent experience actively supporting or developing a PeopleSoft HCM or Financials system.

Software Engineer – Webmaster Concentration:

- Minimum of 5 years of web application design and development is required.
- Minimum of 3 years of experience with a specific suite of web tools including but not limited to XML, HTML, JavaScript, Dreamweaver, PhotoShop, FTP, XHTML, RSS, SFTP, Adobe Designer, link spidering tools, and CSS.
- Must also be able to develop, troubleshoot, debug, and deploy updates and new content for organization-specific websites.
- Must have at least 1 year of experience meeting with stakeholders and content owners to determine needs, and building Intranet/Internet/Extranet pages and applications accordingly.

Senior Software Engineer – Webmaster Concentration:

- Minimum of 8 years of web application design and development is required.
- Minimum of 5 years of experience with a specific suite of web tools including but not limited to XML, HTML, JavaScript, Dreamweaver, PhotoShop, FTP, XHTML, RSS, SFTP, Adobe Designer, link spidering tools, and CSS.
- Must also be able to develop, troubleshoot, debug, and deploy updates and new content for organization-specific websites.
- Must have R&D experience with emerging technologies.
- Must have at least 2 years of experience meeting with stakeholders and content owners in a government setting to determine needs, and building Intranet/Internet/Extranet pages and applications accordingly.

### 1.3.3 Technology Specialists

DTI desires a response consisting of a range of hourly rates for each of the following general categories. The range of hourly rates for each category should be reflective of minimum qualifications (2 years) to maximum qualifications (4 or more years) within each specialty:

Business Analyst:

Business Analysts use software and analytic tools and techniques, business process knowledge and technical aptitude to analyze technology-related business problems and to support, enhance and develop existing and new technology solutions. Business Analysts assist in both modeling business processes and improving business performance. Key responsibilities include the following:

- Establishes working relationships with key business managers.
- Develops and maintains a detailed understanding of business processes and applications, customer needs and priorities.
- Develops and maintains knowledge in business process modeling and business analysis tools.
- Provides an in-depth business process viewpoint during issue reviews, implementation and planning.

- Documents current business procedures and processes and identifies relevant technology issues.

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Business Analyst Continued:

- Develops business requirements definitions and adheres to development methodology.
- Ensures applications fit within architectural framework and adhere to application standards.
- Documents System and Client Acceptance Test plans.
- Prepares test cases, test procedures and expected results.
- Coordinates appropriate client involvement in testing.
- Develops training documentation for existing and enhanced applications.
- Trains clients on new and/or enhanced application.
- Responsible for supporting development and implementation of all standards, guidelines, policies, procedures, Service Level Agreements (SLA), product catalogs, and other service related documentation, as assigned.
- Responsible for assisting in the implementation and measurement of performance metrics, analyzing current processes to identify areas of improvement, monitoring service achievements and lapses, and managing process improvement programs.

IT Project Manager:

- Establishes and maintains business partnerships with clients.
- Defines project scope, deliverables and costs with clients and/or working group.
- Prepares business case, including a cost /benefit analysis for proposed projects
- Identifies and evaluates alternative approaches and solutions.
- Develops and obtains agreement on project plans.
- Ensures project team develops and adheres with full compliance to project methodologies.
- Ensures deliverables are produced within agreed schedule and budget and adhere to quality standards.
- Determines all necessary resources.
- Controls and accounts for project expenses and budgets.
- Monitors progress and negotiates change against project plans, budgets, and schedules.
- Briefs clients, business partners, service providers and others on project status on a regular basis.
- Applies technical and business knowledge to solve specific project problems.
- Develops and trains team members and staff, including providing on-the-job training.

Project Facilitator:

- Provides assistance to project leaders and managers in all phases of project planning and scheduling.
- Review project plans, cost/benefit analyses, and project tracking reports and makes recommendations to project leaders and managers.
- Utilizes methodologies and provided software tools to facilitate project planning and tracking
- Preferred candidates will have a minimum of six years or more of analytical experience within the information systems disciplines.

Technical Writer:

- Produce and maintain computer technical documentation, such as requirements, operation manuals, procedure manuals, etc. for Information Technology projects.
- Provide leadership, guidance and training in producing high quality documents.
- Ensure that documentation complies with external and internal standards.
- Gather and analyze information from project team members and others necessary to produce project documentation.
- Review and edit draft documentation
- Provide advice and assistance on revisions and improvements to documentation standards and procedures.
- Strong interpersonal skills to communicate with managers and technical staff as well as non-technical clients
- Ability to plan and meet deadlines
- Strong verbal and written communication skills
- Organized and detail-oriented
- Proficient in MS Office Suite

Service Support Specialist (Help Desk Technician):

- Responsible for the execution of Service Desk contact, problem, incident and request management policies and procedures.
- Responsible for the diagnosis, troubleshooting and resolution of all computer-related customer service requests and incidents related to PC, mainframe and LAN/WAN.
- Responsible for escalating problems and incidents to designated level II and level III help desk support entities.
- Responsible for reporting incident status and system outage notifications to customers, technical staff and applicable management entities.
- Responsible for logging incidents and problem resolution activities into a computerized tracking system.
- Responsible for maintaining a robust and accurate knowledge base repository.
- Responsible for providing hands-on PC and peripheral equipment troubleshooting, repair and installation support.
- Responsible for generating help desk related performance statistics, as required.
- Responsible for training level I-III help desk support staff, as required.

Service Support Administrator (Sr. Help Desk Technician):

- Responsible for the coordination of efforts to maintain day-to-day service desk support.
- Responsible for administering service desk policies, standards and procedures.
- Responsible for administering contact, incident, problem, and request management policies and procedures related to PC, mainframe and LAN/WAN.
- Responsible for the maintenance of a robust, accurate and value-added knowledge base repository.
- Responsible for the creation and implementation of performance metrics and quality control procedures, as they relate to the service desk operations.
- Responsible for the motivation of technical staff by being a leader in creative problem solving, solution management, and team building.
- Responsible for administering PC and peripheral equipment support functions.

- 1.4 Furthermore, in addition to the above categories, DTI desires proposals consisting of a range of rates for the following category. The range of rates for the category should be reflective of minimum (2 years) qualifications to maximum (4 year or more years) qualifications for the following specialty:

1.4.1 Information Technology Architect:

The IT Architect is expected to create a common and cohesive vision between senior management, line of business and IT on:

- Key business challenges and 'business drivers'
- The IT requirements that are derived from those business drivers
- Technology and market trends that must be accounted for

1.4.2 IT Architect – Continued:

Currently, the State's IT Architect has chosen a methodology for discovering and documenting the IT Architecture. The methodology of NCR's Global Information Technology Planning (GITP) group has been chosen and NCR has given permission for the State to borrow heavily from their published methodology to create this document. It is the intent of the State IT Architect to continue to utilize NCR's methodology for the duration of any contract which may arise out of this request. It is also the intent of the State's IT Architect that all contracts dealing with IT Architecture within the agencies in the State of Delaware utilize only the successful bidder(s) to this request and therefore, utilize the same methodology, taxonomy and definitions. Also, the State has chosen the METIS model from NCR as its documentation tool. The work accomplished to date has been published in this model and will continue to be updated with the results of any contracts from this RFP.

- 1.4.3 An Architecture Review Board (ARB) has been established and is working on several initiatives. The ARB will approve all system and application designs. Out of this board, technological issues may require the formation of ad hoc Component Teams comprised of technologists throughout the state.

- 1.4.4 Contractor shall participate in one or more training sessions conducted by DTI. Training sessions will provide detailed information on the State's architecture, processes and requirements. Contractor shall adhere to these requirements on all state activities.

- 1.4.5 The State's Business Drivers, Critical Success Factors and IT have been discovered as well as the Business Activities, Business Objects and Current Environment. As the IT Architecture is a living document, however, these discoveries are open to periodic, scheduled review and modification. Even though these key items have already been discovered, the methodology used to discover them is included in this document to assist the responder in understanding the process used. It is expected that State staff will update these items, but the successful bidder(s) may be requested to assist.

- 1.4.6 NCR's GITP IT Architecture methodology: (the methodology chosen by the State of Delaware) may be found at the following URL: <[www.state.de.us/arch](http://www.state.de.us/arch)>

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- 1.4.7 The remaining steps for the architecture, aside from its evergreening, are to discover where the future Business Needs are, craft the Component Architecture needed to achieve those needs and then construct a plan to implement the targeted Component Architecture. Further, the updating and publishing of the METIS model may be requested of the successful responders.

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned offeror 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 submitted this date to the Department of Technology and Information. It is agreed by the undersigned offeror that the signed delivery of this proposal represents the offeror'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.

COMPANY NAME \_\_\_\_\_

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

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Please type or print)

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

FEDERAL E.I. NUMBER: \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER: \_\_\_\_\_

E-RATE S.P.I. NUMBER: \_\_\_\_\_ (IF APPLICABLE)

COMPANY CLASSIFICATIONS: DEL. CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women Business Enterprise (WBE)</u>	Yes No	<u>Minority Business Enterprise (MBE)</u>	Yes No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes No

[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 \_\_\_\_\_

**SIGN, NOTARIZED AND RETURN WITH YOUR PROPOSAL**

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

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

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement**

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

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

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

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

Contractor or Employee Signature: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

**State of Delaware Contract Disclosure**

<b>Vendor / Predecessor Firm Name</b>	<b>State Department and Division</b>	<b>Contact Name, Address and Phone Number</b>	<b>Period of Performance</b>	<b>Contract Number</b>	<b>Amount</b>
<u>Sample</u> Vendor Firm Name	<u>Sample</u> DHSS \ DMS	<u>Sample</u> Contact Name 1901 N DuPont Hwy.; New Castle, DE 19720 302.999.9999	<u>Sample</u> 01/01/2008 – 12/31/2008	<u>Sample</u> PSC- 999999	<u>Sample</u> \$100,000

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: \_\_\_\_\_

List contracts in the format specified in the table above. Include those contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. Contracts with amendments only have to be listed once. If a vendor has had no contracts within this timeframe, enter **“No contracts to specify”** under Vendor/Predecessor Firm Name in the first row of the table.

## Costing Bidding Template

Bidder Name \_\_\_\_\_

	Lowest Hourly Rate	Maximum Hourly Rate
<b>Mainframe Specialists</b>		
Programmer/Analyst		
Senior Systems Programmer/Analyst		
E-Commerce Programmer		
Sr. E-Commerce Programmer		
System Analyst		
Senior System Analyst		
Project Leader		
Data Modeler		
Software Specialist		
Senior Software Specialist		
Database Administrator		
System Control Specialist		
Computer Operator		
Lead Computer Operator		
Output Management Specialist		
Lead Output Management Specialist		
Production Scheduler		
Storage Management Specialist		
System Administrator		

<b>Client Server Specialists</b>		
E-commerce Analyst		
E-commerce Software Specialist		
GIS Programmer/Analyst		
Senior GIS Programmer/Analyst		
GIS Web Programmer		
Sr. GIS Web Programmer		
Mainframe Web/Middleware Engineer		
Senior Systems Engineer – Web Middleware		
Senior Systems Engineer – Unix / Linux		
Senior Systems Engineer – Windows		
Senior Systems Engineer – PeopleSoft		
Software Engineer – Webmaster Concentration		
Senior Software Engineer – Webmaster Concentration		

**Technology Specialists**

Business Analyst		
IT Project Manager		
Project Facilitator		
Technical Writer		
IT Architect		
Service Support Specialist (Help Desk Technician)		
Service Support Administrator (Sr. Help Desk Technician)		



State of Delaware

**DEPARTMENT OF TECHNOLOGY AND INFORMATION**

William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

DEPARTMENT OF TECHNOLOGY AND INFORMATION

DEFINITIONS  
AND  
GENERAL PROVISIONS

**The attached Definitions and General Provisions apply to all contracts and are part of each bid package. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State Procurement Laws and regulations prior to submitting a proposal.**



## **DEFINITIONS**

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

**STATE**: The State of Delaware

**AGENCY**: Contracting State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

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

**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.

**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.

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

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

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

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder 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 him.

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

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## **SECTION A - GENERAL PROVISIONS**

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. 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, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form 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.

4. **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.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

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

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder 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.

7. **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.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **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.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the contract number on the envelope.

State of Delaware  
Department of Technology and Information  
801 Silver Lake Blvd. – Suite 100  
Dover, DE 19904

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

12. **WITHDRAWAL OF PROPOSALS:**

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

13. **PUBLIC OPENING OF PROPOSALS:**

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

14. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his 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 bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. 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.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

## **SECTION B - AWARD AND EXECUTION OF CONTRACT**

### 1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for 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 bidder 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 thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

### 4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

### 5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

### 6. **WARRANTY:**

The successful bidder(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.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Technology and Information acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Department of Technology and Information of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract by providing 60 days written notice to the vendor.

## **SECTION C – GENERAL INFORMATION**

1. **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.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor 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 himself or by his employees.

3. **PERMITS AND LICENSES:**

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

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor 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 contractor 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.

5. **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 contractor 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.

6. **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.

- 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 contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **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.

8. **BASIS OF AWARD:**

The Department of Technology and Information will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

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

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Revised 3/07/2008