

II. Scope of Services

A. Introduction

The Department of State is looking for a single centrally managed and supported Point of Sales (POS) solution that would replace their existing Microsoft Retail Management System (RMS) version 1.2 and standalone simple cash register technology with an integrated POS system. Because this new system will support a variety of organizations, the core system must be customizable to meet the needs of each installation.

The turn key POS solution would provide for the hardware and software as well as support and the capability of integrating with the State of Delaware's credit card service Govolution.

B. Overview of Business Processes

There are currently three divisions that are looking to implement a centralized POS solution. They are the Division of Historical and Cultural Affairs (DOHCA), Public Archives and Veterans Home. Both the DOHCA and Public Archives currently have antiquated POS systems. The Veterans Home does not presently have a POS system and is looking to implement one. Below is an overview of their requirements:

1. Division of Historical and Cultural Affairs – presently using Microsoft Retail Management System (RMS) version 1.2 that includes 5 store sites: New Castle Court House Museum in New Castle; Zwaanendael Museum in Lewes; John Dickinson Plantation, DE State Visitor Center, and Johnson Victrola Museum located in Dover. The five sites automatically dial in at a preset scheduled time to a server (headquarters) located in Dover on a daily basis. This allows the server to obtain sales data and data pertinent to each individual site. It also allows the individual sites to obtain data (vendor information, new merchandise information, transfer information, etc.) from the server.
2. Delaware Public Archives - need a replacement for their current simple cash register, and want something that will also process credit cards in accordance with the requirements of the Treasurer's Office without having to use a separate credit card machine.
3. Delaware Veterans Home - there are 3 locations at the present time that are interested in the point of sale solution. They are the Dietary Department to include the Dining Room and the Canteen and the Central Supply Store Room. Future needs will include a Gift Shop.

C. Features and Functions of New System.

The new system architecture must be flexible and customizable to meet our business needs. The system must provide for a POS for (3) divisions within the Department of State with the core features, functions, and processes that include: Database ability to Load, Issue, Receipt, Inventory, and Ship.

Mandatory - Please fill in the Core POS features and functions listed below in table A and return with your proposal.

Completely fill out the status on the table below with one of the following: Supported (**Y**), Not Supported (**N**), Future Release (**F**), or Paid Enhancement (**P**) and include cost for enhancement.

Item	Description	Status	Costs
1	Ability to load/maintain item record data with numerous fields (i.e. part number, unit of issue, unit pack, price, noun(nomenclature), vendor, warehouse location, on hand quantity/balance, shelf life, substitute data, etc) from either one or more central databases. The system must also allow for standalone batch mode for locations with bandwidth issues.		
2	Needs to maintain approximately 5 years history of transactions. Ability to load, change, delete, merge and archive data.		
3	Ability to load/maintain Vendor/Manufacture information (vendor name, phone, address, POC, FAX, account, etc)		
4	Ability to create a customer work order/request from item record database (document/customer order assigned).		
5	Needs to differentiate between customer orders and re-stock order (different accounts)		
6	Have screen to view daily requests, select to add to Vendor order form for requisition.		
7	Ability to process receipts (using form linked to customer requests, printable issue form. If for stock, update inventory balances)		
8	Ability to set up item locations for each item record, able to process inventory queries for specific parameters. Ability to make adjustments to database.		
9	Access from a minimum of 2 personal computers		
10	Ability to calculate re-order points based on past usage or set par levels (Predictive modeling)		
11	Ability to process returns to vendors, process inventory adjustments (adds and deletions) code losses by type (damaged, inventory Adjust, return)		
12	Maintain various stockroom locations. Ability to transfer balances between stockrooms. Ability to select and update/transfer information in Batches (multiple line item updates added to "queue" to process together (select items from warehouse to transfer, select quantities, process and print one transfer sheet).		

13	The ability to calculate sales, make change, print receipts		
14	The ability to handle cash, gift cards, credit / debit cards (this may require a modem and a separate phone line or an Ethernet connection) with the use of a computerized card reader and accepting signatures using a stylus		
15	The ability to integrate credit card processing with State's *GOVOLUTION solution (see GOVOLUTION credit card requirement below table)		
16	The ability to support employee discounts by making the appropriate discount and accepting signatures using a stylus		
17	The ability to calculate the cost of food items sold based on weight		
18	The ability to scan anything and everything to update data and to create and print barcodes		
19	The ability to scan bar coded items as part of a sale		
20	The ability to scan items as part of inventory, portable scanner would be required		
21	The ability to calculate store and retrieve data from desktop computers including daily sales, sales per meal, daily category sales, food cost, paper cost, merchandise cost, category food cost, profit, quantity of individual food items sold, projected inventory based on beginning inventory minus inventory of items sold		
22	Ability to import data from vendors with regard to pricing, items received, items returned		
23	The ability to set and adjust par levels and flag items that fall below par		
24	The ability to calculate returns, voids, and items keyed incorrectly by a "manager" using a specialized key or a security code/password		
25	Access (with rights) to parts of database by multiple users in facility.		
26	Electronic signature device for receipt or issue of items (such as the device UPS drivers carry)		
27	Custom reports - export data and reports into a Microsoft Excel application or XML		
28	Redundancy and fault tolerance in the event of a network outage by facilitating an offline mode to maintain business operations. The offline mode may be used for remote sites that		

	may not have the appropriate communication bandwidth at their facility due to the limitations of dial up connectivity. In this offline circumstance, the data must be updated in batches to the central server		
29	Physical security as well as data auditing to prevent data loss, corruption, manipulation, intentional fraud.		

***GOVOLUTION Credit Card Requirements:** The State has contracted with a third party to provide a central e-payment gateway for all agencies. The gateway service provider is the first stop for all transactions in the payment stream. The provider formats and encrypts transactions, forwards transactions to the processor, and provides reporting to the State. The POS vendor must be capable of working in partnership with the gateway provider, which is currently Govolution, a division of First American Processing Systems.

In addition, custom features and functions are required by each division as well as customization to adapt to changes in State business processes such as new inventory systems or credit card processing methods. Note in your proposal if customization can be designed into your product to add or delete or just not use features and functions between business divisions to personalize their views.

Mandatory - fill in the Custom POS features and functions listed below in table B and return with your proposal.

Table B - Custom POS Features and Functions by division

Completely fill out the status and cost (if applicable) on the table below for each of the three divisions, Veteran Home (**V**), Historical, Cultural Affairs (**H**), and Museums (**M**).

Each division has ranked the following features and functionality for their location as: **A** – Must have, **B** – Important, **C** – Nice to have, **D** – No need

Status - Supported (**Y**), Not Supported (**N**), Future Release (**F**), or Paid Enhancement (**P**) and include Cost for enhancement.

Item	Description	V	H	M	Status	Cost
1	Point of Sale					
2	Integrated credit card processing/authorization	B	A	A		
3	Supports Multiple Tenders (Cash, Visa, Discover, Money Order, Check, Store Credit, Gift Certificate, etc.)	A	A	A		
4	Allow user definable tenders	A	A	A		
5	Allow split tender capability on invoice	B	A	A		
6	Search for items by SKU	B	A	D		
7	Search for items by model	B	A	A		
8	Search for items by description	B	A	B		
9	Search for items by serial number	B	B	B		
10	Display item availability/stock level	A	A	A		
11	Display item location	C	D	D		
12	Display item order date	C	D	D		

13	Display item description	C	A	C		
14	Display serial numbers	C	D	A		
15	Display floor plan/financing due dates	D	D	B		
16	Display item picture	D	C	B		
17	Scan bar codes at POS	B	A	B		
18	Issue discounts and change prices by line item or entire invoice	B	A	B		
19	Issue discounts and change prices by a certain percent or dollar amount	B	A	D		
20	Issues discounts by redemption items (coupons, rebates, etc.) for tracking promotions	B	A	C		
21	Flag or display a message when discount is below cost	B	C	D		
22	Require management review when price is below cost	B	C	D		
23	Override automated discount (with appropriate user rights)	B	C	D		
24	Specify sales person	A	C	A		
25	Specify more than one sales person	A	C	A		
26	Search for customers by account number, name, phone, business, or address	C	C	D		
27	Add new customer accounts at POS	C	C	D		
28	Allow customer account inquiry that displays billing address for a customer	C	C	D		
29	Allow customer account inquiry that displays the shipping address for a customer	D	C	D		
30	Allow customer account inquiry that displays credit standing for a customer	D	C	D		
31	Allow customer account inquiry that displays billing and shipping terms for a customer	D	C	D		
32	Allow customer account inquiry that displays special instructions/notes for a customer	C	C	D		
33	Receive customer payments at POS	A	A	A		
34	Add freight charges to an invoice with automatic freight estimation	D	C	D		
35	Issue gift certificates from POS	C	D	D		
36	Issue store credits	C	D	D		
37	Validate gift certificates from the POS	C	D	D		
38	Issue a refund at the POS	B	A	B		
39	Create and view special orders (non-stocked items)	D	C	D		
40	Search for special (open) orders by customer account, name, phone or order number	D	C	D		
41	Create and view quotes	D	C	D		
42	Create an invoice from a quote	D	C	D		
43	Create an invoice from selected lines of a quote	D	C	D		
44	Search for quotes by customer account, name or phone	D	C	D		
45	Print cash receipts	A	A	A		
46	Customize receipts and invoices by adding a company logo	C	B	D		
47	Customize receipts and invoices by adding a special message (at least 300 characters)	C	A	D		
48	Customize receipts and invoices by organizing the layout	C	C	D		
49	Record lost sales from POS	C	D	D		
50	Suggest relevant up-sell or add on items	C	D	D		
51	User definable keyboard shortcuts (Does not require mouse)	C	A	C		
52						
53	Inventory Management					
54	Store and view product line/manufacturer information	A	A	D		

55	Store and view item number information	A	A	B		
56	Store and view description information	A	A	B		
57	Store and view unit of measurement information	A	A	D		
58	Allow user defined fields for each item (at least 5)	A	A	D		
59	Store and view a supplier/vendor for each item	A	A	D		
60	Store and view multiple suppliers for each item	C	A	D		
61	Assign and view a department for each item	B	A	D		
62	Assign and view a category for each item	B	A	D		
63	Store and view a stocking code for each item	B	A	D		
64	Store and view a location/bin for each item	A	D	D		
65	Store and view a warehouse/facility location for each item	A	D	D		
66	Store and view a core charge for each item	A	D	D		
67	Store and view a year, make, and model for each item	C	D	D		
68	Store and view a shipping weight to each item	D	C	D		
69	Store and view a bar code number	B	A	B		
70	Support item kits/groupings of one part to represent multiple parts	C	C	D		
71	Track inventory by matrix or color/size tables (at least 250 tables)	C	C	D		
72	Track items by serial number	B	D	D		
73	Track each serialized items floor plan/finance due date	C	D	D		
74	Allows multiple serial numbers per item	B	D	D		
75	Search for inventory items by product line, item number, serial number, and description	A	A	A		
76	Search/view inventory by category or department	B	A	B		
77	Case to unit conversion (for retailers that buy by case but sell by unit)	B	C	D		
78	Set min/max order levels	B	C	D		
79	Seasonal min/max order levels customizable by month range (for busy/slow seasons)	C	C	D		
80	Automatically compute min-max inventory level based on sales history	B	C	D		
81	View usage history for each item	A	B	D		
82	Automatic item number suppression	C	C	D		
83	Unlimited associated items or aliases	C	B	D		
84	Track offline inventory (items not for sale)	C	C	D		
85	Manual update of inventory quantities	A	A	D		
86	Allocation of inventory at time of invoice creation	C	C	D		
87	Inventory balance display: before adjustments and after adjustments	B	C	D		
88	Audit trail of inventory adjustments for reporting	A	C	D		
89	Interface with the general ledger to forward a journal for all inventory adjustments	D	C	D		
90	Interface with the general ledger to calculate the cost using the item's standard cost	A	C	D		
91	Interface with the general ledger to calculate the cost using the item's average cost	A	C	D		
92	Interface with the general ledger to use general ledger account numbers that create a different general ledger entity and department	D	C	D		
93						
94	Pricing					
95	Assign prices based on a customer level (at least 3 levels)	C	C	D		
96	Assign a different price level at the POS (Senior price, school	C	C	D		

	discount, etc)				
97	Create price tables/matrixes that allow multiple pricing levels	C	B	D	
98	Assign price levels based on customer type, department, category, price range, or region	C	C	D	
99	Set prices based on a pre-defined profit margin (Calculate price based on cost and margin)	A	A	D	
100	Calculate cost based on FIFO	C	D	D	
101	Calculate cost by averaging	C	D	D	
102	Formula based price calculations	C	D	D	
103	Quantity price breaks based on order quantity, item category, weight, and total price (ex: 3 for \$10)	C	B	D	
104	Mix and match quantity pricing with user-defined rules	C	B	D	
105	Automatically mark down or discount merchandise for a specified time	C	B	D	
106	Automatically mark down or discount merchandise based on customer, customer type, department, category, price, and region	C	B	D	
107	Maintain discount history with effective dates	C	B	D	
108	Display discounts on invoice	C	B	D	
109	Lot pricing (single, six pack, case, etc)	C	B	D	
110	Gasoline pricing (to 3 decimal places)	D	D	D	
111	Foreign currency support	D	D	D	
112	Load price lists/updates from a file	A	A	D	
113	Show price lists with effective date	A	A	D	
114	Pricing simulation and "what-if" analysis	A	C	D	
115					
116	Purchasing				
117	Manual generation of purchase orders	B	A	D	
118	Generation of purchase orders/suggestions based on available stock and reorder points (min/max)	B	C	D	
119	Generation of purchase orders/suggestions based on sales history (quantity sold)	B	C	D	
120	Generation of purchase orders/suggestions for a specific supplier, manufacturer, department or category	B	C	D	
121	Create purchase orders based on pending "special orders"	C	C	D	
122	Automatic sequential purchase order numbering scheme	B	B	D	
123	Inclusion of quote number of purchase order	C	D	D	
124	Provide the ability to import open to buy inventory forecasts	C	C	D	
125	Track suppliers quoted cost and actual cost	C	C	D	
126	Suggest suppliers with the best price	C	C	D	
127	Track suppliers promised date and actual date received	C	D	D	
128	Ability to return items of direct expense through PO	C	D	D	
129	Define recurring obligations for repeat purchases	C	D	D	
130	Allow multiple suppliers for each item	C	B	D	
131	Electronic transmission of purchase orders (Transfer PO's directly to vendor's computer via EDI/internet/web services)	C	D	D	
132	Ability to automatically fax purchase orders	C	C	D	
133	View open purchase orders	B	A	D	
134	View purchase order history	B	A	D	
135	Require a minimum order amount	C	A	D	
136	View sales history (quantity sold) for each item from the PO screen	B	A	D	
137	Automatically generate a payables entry	C	D	D	
138	Interface with the inventory system to increment on-order	B	A	D	

	quantity when purchase order is opened				
139					
140	Vendor and Supplier Management				
141	Store and view vendor information including items, method of shipment, and terms	C	A	D	
142	Store multiple addresses per supplier	C	A	D	
143	Store contact names, phone numbers, email addresses, web sites, and fax numbers	B	A	D	
144	Store Supplier notes	C	A	D	
145	View/print a supplier list report	B	A	D	
146					
147	Receiving				
148	Receive against Purchase Order, edit by exception	A	A	D	
149	Enter new inventory items at receiving	A	A	B	
150	Batch receive by barcode for an entire carton or shipment	C	C	D	
151	Enter bar code numbers for new items at receiving	B	A	B	
152	Mark items back ordered	A	A	D	
153	Allow input of expected date received	C	C	D	
154	Receive merchandise without a purchase order	A	A	B	
155	Print price tags at receiving	C	A	D	
156	Print bar codes at receiving	B	A	D	
157	Interface with general ledger upon receipt to update appropriate accounts	B	D	D	
158	Interface with inventory system to update the average unit of cost of the item received	B	A	D	
159	Interface with the inventory system to increment on-hand quantity when purchase order is received	A	A	B	
160					
161	Customer Management and Marketing				
162	Store and view billing information	C	C	D	
163	Store and view shipping information	B	C	D	
164	Define multiple shipping addresses for each customer	C	C	D	
165	Store and view email address, phone, fax	B	C	D	
166	Store and view birthday	D	C	D	
167	Store and view drivers license number	D	C	D	
168	Store and view title/occupation	C	C	D	
169	Store and view type of buyer	C	C	D	
170	Store and view sales territory (for salesperson commission and reporting)	C	C	D	
171	User definable fields (at least 5)	B	C	D	
172	Limit customer purchases	C	D	D	
173	Automatically create a mailing list based on a selection on any combination of elements in the database (sales history, vendor, last visit, birthday, etc)	C	C	D	
174	Create auto-response email marketing campaigns	C	C	D	
175	Print customer labels	C	C	D	
176	Assign unique pricing for each customer	C	D	D	
177	Assign sales tax schedules	C	D	D	
178	Provide a call history for each customer	C	C	D	
179					
180	Employee Management				
181	Track and manage employee information	D	D	B	
182	Record every transaction made by clerks and salespeople	C	C	A	
183	Generate employee log reports with an audit trail	C	C	B	

184	Assign security levels to each employee	C	C	B		
185						
186	Accounts Receivable					
187	Modify customer information when entering transactions	D	C	D		
188						
189	Accounts Payable				N/A	
190						
191	General Ledger					
192	Maintain unlimited accounts and transactions	D	C	D		
193	Track audit trail detail for an unlimited number of years	D	C	D		
194	Monthly/annual budget comparison	D	B	D		
195	Track/report on multiple companies	D	B	D		
196	Track/report profit loss anytime	D	B	D		
197	Drill-down from the balance sheet to original transactions	D	B	D		
198	Fixed allocation (allows you to associate and distribute a single GL accounts activity to an unlimited number of other GL accounts)	D	C	D		
199	Recurring entry option	D	C	D		
200						
201	Payroll				N/A	
202						
203	Work (Repair) Orders & Shop Management				N/A	
204						
205	Rental				N/A	
206						
207	E-Commerce/website integration					
208	Requires you to use the software vendors shopping cart	C	C	D		
209	Allows you to use your own shopping cart.	C	C	D		
210	Website orders are created and posted in the POS system instantly	C	C	D		
211	Website orders are created and posted with an automatic polling system	C	C	D		
212	Website order notification	C	C	D		
213	Inventory relieved upon order fulfillment	C	C	D		
214	Allows you to select products to be displayed on the website directly from the inventory module	C	C	D		
215	Real-time stock availability updates on the website	C	C	D		
216	Stock availability updates with an automatic polling system	C	C	D		
217	Automatic customer email notification for back orders, stock availability and shipping information	C	C	D		
218	Consolidated customer history and tracking	C	C	D		
219	Defined shipping rates	C	C	D		
220	Support back orders and partial shipments	C	C	D		
221	Allow returns to be processed from the website	C	C	D		
222						
223	Security					
224	Password protection for each module	A	C	B		
225	Set cashier floor limit	A	C	B		
226	Set cashier return limit	A	C	B		
227	Allow cashier to enter opening or closing amounts	A	A	B		
228	Allow cashier to change price at POS	C	A	B		
229	Allow no sales (open drawer)	B	A	B		
230	Allow item cost display at POS	A	D	D		
231	Allow cashier to cash out	A	A	D		

232	Allow cashier to add new customers at POS	B	C	D		
233	Allow cashier to modify customer accounts	C	C	D		
234	Allow cashier to modify inventory items	C	D	B		
235	Require management approval for manual discounts	C	D	D		
236						
237	Multi-store					
238	View customer information at other stores	C	A	D		
239	Update customer information at other stores	C	A	D		
240	View inventory information and stock levels of other stores	C	A	D		
241	Update customer information from a head office location	C	A	D		
242	Create purchase orders and receive inventory from a head office location	C	A	D		
243	Receive items to multiple stores against a central PO	C	A	D		
244	Group inventory by location	C	A	D		
245	Transfer inventory from store to store	C	A	D		
246	Allow report generation from a head office location	C	A	D		
247	Update pricing, discounts, and add inventory from a head office location	C	A	D		
248	Customize security and passwords from a head office location	C	A	D		
249	Schedule polling of data	C	A	D		
250	Ability to view, update and report on each stores data in real-time	C	A	D		
251	Share accounts payables information for multiple stores and make payments from a main location	C	D	D		
252	Update and merge general ledger information for all stores at a main location	C	A	D		
253						
254	Sales Reports					
255	Sales totals by specified time of day, week, month or year	B	A	A		
256	Sales totals for each department, category, manufacturer or supplier	B	A	A		
257	Sales totals for each rep or cashier	B	A	C		
258	Sales totals for each register	B	A	A		
259	Cash drawer reconciliation report (Breakdown totals for each drawer and account for monies started in the cash register and monies to be left for the next day in the cash register)	B	A	A		
260	Sales tax totals by day, month, quarter or year	D	A	D		
261	Forecast error report based on past forecasts compared with actual sales results	C	D	D		
262	Daily sales transaction details by cashier or department	B	A	B		
263	Number of items sold by time of day, week, month or year	B	A	C		
264	Number of items sold for each department or category	B	A	C		
265	Number of items sold based on top sellers	D	A	D		
266	Number of items sold based on lowest sellers	D	B	D		
267	Lost sales report	D	C	D		
268	Price variances (sales price less list price) by sales order	C	D	D		
269	Price variances (sales price less list price) summary for a specified time of day, week, month or year	C	D	D		
270						
271	Inventory Reports					
272	On hand inventory valuation reporting by item number, product line, location, category or department	A	A	B		
273	Inactive, excess or obsolete inventory report	B	C	D		
274	Slow moving inventory report	B	C	D		

275	Fast moving inventory report	B	C	D		
276	Inventory shortage and back order reports	B	C	D		
277	Back order summary and detailed lists	B	C	D		
278	Inventory transactions by item number, location and transaction type	A	B	B		
279	5 year look at usage history and source of demand	B	B	D		
280	Inventory status by item number and serial number	A	C	B		
281	Serial number list	B	D	D		
282	Serial number aging report	C	D	D		
283	Floor planning summary and report	C	D	D		
284	Item reorder list	B	C	D		
285	Item sales history	B	B	D		
286	Substitute or alias item list	B	B	D		
287	Physical count worksheet	B	B	B		
288	Physical count worksheet by department, category, vendor, and product line	B	B	D		
289	Inventory turnover	B	B	D		
290	Days of supply left	C	C	D		
291	Open to buy inventory forecasting	C	C	D		
292						
293	Purchasing Reports					
294	Purchase order status report	B	B	D		
295	Item purchase history report	B	C	D		
296	Generate past due reports by vendor or item number in due date sequence	C	C	D		
297	Vendor performance report based on late deliveries	C	D	D		
298	Vendor performance reports based on price variances	C	D	D		
299						
300	Customer Account Reports					
301	Customer list	C	C	D		
302	Customer special order reports	C	C	D		
303	Customer purchase frequency	C	C	D		
304	Customer purchase details for last 2 years	C	C	D		
305	Customers purchase totals	C	C	D		
306	List open quotes by customer	C	D	D		
307	List open/held invoices by customer	C	D	D		
308						
309	Accounts Receivable Reports				N/A	
310						
311	Accounts Payable Reports				N/A	
312						
313	General Ledger Reports					
314	General journal report	D	C	D		
315	General ledger audit trail report	D	C	D		
316	Comparative income statement	D	C	D		
317	Balance sheet report	D	C	D		
318	Income statement report	D	C	D		
319	Cash flow report	D	C	D		
320						
321	Work Order Reports				N/A	
322						
323	Rental Reports				N/A	
324						
325	General System Features					

326	View all printable reports on screen	B	A	A		
327	Built-in report generator (Gives you the ability to create your own reports)	C	A	A		
328	Export reports to an excel spreadsheet	B	B	A		
329	Training mode (Practice with store data)	C	A	B		
330	User definable (customizable) screens	B	A	A		
331	User definable menus	B	A	A		
332	Network fail safe (keep entering information at the register while network is down)	B	A	A		
333	Fed Ex and UPS software integration for special order shipping	D	C	D		
334	Supports multiple user networking	A	C	A		
335	True client/server database	A	C	A		
336						
337	Hardware Support (See hardware requirements listed below table)					
338	Cash drawer	A	A	A		
339	Change dispenser	C	A	D		
340	Signature capture pad	C	A	A		
341	Stores receipt and signature for future retrieval	C	A	C		
342	Scale	B	D	D		
343	Touch screen monitor	B	C	A		
344	Pole display	C	A	D		
345	Receipt printer	A	A	A		
346	Bar code scanner	A	A	A		
347	Portable data terminal (PDT) for physical inventory counting	A	C	C		
348	Portable data terminal (PDT) for invoicing/order entry	C	C	D		
349	MICR check verification	D	C	D		

III. Required Information

Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.
3. **Requirements necessary to comply with DTI standards and practices**
Any solution proposed in response to this RFP, must be developed in compliance with the State's Department of Technology and Information's published standards and established practices. Responses must address the following deliverables.

Project management deliverables:

- Work Breakdown Structure
- Project Schedule
- Risk Assessment
- Risk Management Plan
- Issue Tracking
- Weekly project reports
- Time Management Plan
- Scope Management Plan
- Change Management/Communication Plan
- Proposed Project Team Organization Chart – Types of resources to be assigned
- Schedule of State Resources
- Implementation Plan

Types of resources expected from the Department of State
Timing and duration when these resources will be needed

Turn Key Proposal must include but not limited to:

Installation and Set-up

Quote for turn-key installation and set-up of product in the Department of State's LAN / WAN environments.

Core and Custom POS features and functions listed in Appendix A, Section II C tables A & B.

Hardware

Quote for Server (denote specifications).

Include the following POS hardware and maintenance costs by division:

<u>Division</u>	<u>Qty</u>	<u>Description</u>
Veterans Home	(3)	POS Terminals
(6)		Cash Register drawers
(3)		Receipt Printers
(5)		Scanners
(3)		Payment Drawers
(1)		One scale to weigh food items sold
DHCA	(5)	POS Terminals
(5)		Cash Register drawers
(5)		Receipt Printers
(5)		Scanners
(5)		Payment Drawers
Delaware Public Archives	(1)	POS Terminals
(1)		Cash Register drawers
(1)		Receipt Printers
(1)		Scanners
(1)		Payment Drawers

Software

Quote for Server and POS software (OS, utilities, reporting etc...)

Quote for (22) user licenses

Quote for ongoing software maintenance and include schedule

Reports

Be able to run queries and reports from both current and historical data.

Be able to manipulate/tailor reports and export information to another application, such as Microsoft Excel or XML.

Conversion

Propose a Data Conversion strategy and plan. Describe your data migration process.

Propose a quote or rate to migrate the existing Microsoft Retail Management System (RMS) version 1.2 POS software that is 1.7GB in size for the Division of Historical and Cultural Affairs.

Security

Proposal must provide for physical security of equipment, encryption of data flows, data stores etc...

Auditing

Proposal must provide for auditing that includes cashier, inventory, corrections, etc...

Archival

Document the process of archiving records out of the POS system that meet our record retention schedule of 5 years.

Connectivity

Network Impact Assessment and proposal must denote required medium or software to ensure secure data transactions. State will provide LAN/WAN infrastructure and high speed DSL/Cable or dial-up where applicable.

Training

Quote for on site training.

Describe the approach to training that you employ (e.g. train-the-trainer, hands-on, etc.).

List other training options (classroom, telephone, CBT, etc...)

Include costs for Users and maintenance/Administrator Manuals

Supplies

Quote for supplies.

Support

Quote for ongoing support fees, type of support and availability (24x7 Support required)

What is your average call back time for support?

What hours do you offer telephone support?

How many years have you been in business?

Number of software installs?

Number of installs in State Government (i.e.: Museums, Gift, etc)

B. General Evaluation Requirements

1. The qualifications and experience of the persons to be assigned to the project.
2. The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel and other resources. Project Management experience.
3. The approach to performing the tasks set forth in the Scope of Work. Thoroughness and completeness of the proposal relative to the requirements.

4. The demonstrated experience in providing equipment/services of comparable specifications/scope and value.
5. Demonstrated experience in the development and implementation of integrated packaged software.
6. The understanding of the problem; details of the offering; how you plan to meet the requirements of this RFP.
7. The background, experience, resources, reputation, financial resources and years in business and references.
8. The price proposal/pricing structure or Total Proposed Cost.
9. The training plan and training facilities/staff relative to the requirements of this RFP.
10. Geographic location and facilities

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware, Department of State website at <http://sos.delaware.gov/default.shtml> and the State of Delaware Procurement website at <http://gss.omb.delaware.gov/bids.shtml>. Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Department of State
401 Federal Street, Suite 4
Dover, DE. 19901**

Attention: Kevin B. Wright

Kevin.Wright@state.de.us

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

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses.

Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 10 paper copies and 2 electronic copies on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **3 PM EDT on November 30, 2007**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Department of State
401 Federal Street, Suite 4
Dover, DE. 19901
Attn: Kevin B. Wright**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3 PM EDT on November 30, 2007**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal 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.

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through January 11, 2008. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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

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

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

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-Contracting

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

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

c. Multiple Proposals

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State’s website at <http://sos.delaware.gov/default.shtml> by 12:00 PM each Friday. Vendors’ names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State’s Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware’s specifications or vendor’s response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State’s Right to Cancel Solicitation

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

This RFP does not constitute an offer by the State of Delaware. Vendor’s participation in this process may result in the State of Delaware selecting

your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State’s Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

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

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

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware’s website at <http://sos.delaware.gov/default.shtml>. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware’s terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

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

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will

constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

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

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

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

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

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. **The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.** The Team shall make a recommendation regarding the award to the _IT Director_, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

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

a. Criteria Weight

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

Criteria	Weight
The qualifications and experience of the persons to be assigned to the project.	10
The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel and other resources. Project Management experience.	10
The approach to performing the tasks set	10

Criteria	Weight
forth in the Scope of Work. Thoroughness and completeness of the proposal relative to the requirements.	
The demonstrated experience in providing equipment/services of comparable specifications/scope and value.	20
The understanding of the problem; details of the offering; how you plan to meet the requirements of this RFP.	5
The background, experience, resources, reputation, financial resources and years in business and references.	5
The price proposal/pricing structure or Total Proposed Cost.	10
The training plan and training facilities/staff relative to the requirements of this RFP.	5
Geographic location and facilities	5
Demonstrated experience in the development and implementation of integrated packaged software.	20
Total	100%

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and the State shall be for 5 years with 3 extensions for a period of 1 for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

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

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

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective

contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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

5. General Contract Terms

a. Independent contractors

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

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

b. Non-Appropriation

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

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The

vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

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

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

d. Notice

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

**Kevin B. Wright
Department of State
401 Federal Street, Suite 4
Dover, DE. 19901**

e. Indemnification

1. General Indemnification.

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

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

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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

to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials,

and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

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

i. Costs and Payment Schedules

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

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

j. Penalties

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

k. Termination for Cause.

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

l. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor 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 Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

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

n. Covenant against Contingent Fees

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

o. Vendor Activity

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

p. Work Product

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

p. Contract Documents

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

q. Applicable Law

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

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

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

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

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

r. Scope of Agreement

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

s. Other General Conditions

- (1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- (3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

- (6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

2. RFP Reference Library

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

3. Definitions of Requirements

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

4. Production Environment Requirements

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