REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TEMPORARY PROJECT REPRESENTATIVES
ISSUED BY GOVERNMENT SUPPORT SERVICES
CONTRACT NUMBER GSS20739-PROJECT_MGMT

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I. Overview

The State of Delaware Division of Government Support Services seeks professional services to provide a temporary project representation for agency use. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ 6981 and 6982.

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

- **Public Notice**: January 31st, 2020
- **Deadline for Questions**: February 6th, 2020
- **Response to Questions Posted by**: February 12th, 2020
- **Deadline for Receipt of Proposals**: March 5th, 2020 at 1:00 PM (Local Time)

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal 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. (Applicant exceptions must also be recorded on Attachment 3).
Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

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

**MANDATORY PREBID MEETING**

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

II. Scope of Services

A. Overview
   The primary purpose of this contract is for vendor(s) to provide temporary project representatives and other associated administrative support services.

B. General Requirements
   1. Customer Service
      The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier’s operating hours. Representatives should be available by phone, fax, or email (local or 800 number preferred).

   2. User of Services
      These services shall not be used:
      a) In lieu of the regular recruitment and hiring procedures.
      b) To displace a State employee.
      c) To circumvent controls on employment levels.

   3. Performance
      Performance under this contract will be by individuals provided by a private sector firm. The Contractor, and not the State, is the legal responsible employer of the employees performing under this contract. The Contractor is responsible for supervision of their employees. Discipline problems are to be dealt with by the employer, not the using agency.

   4. Recruitment
      The State will not use the procurement of temporary help for purposes of recruiting or obtaining candidates for employment by itself or by any other entity, and the State will not give any Contractor employee under this procurement any encouragement, assistance or opportunity in obtaining employment that is not provided to the general public.

   5. Response Time
      The successful vendor in each category will be given a reasonable time as determined by the agency to fill a job order from the date of its placement. In the event that the successful vendor cannot fill the job order within a reasonable time as
determined by the requesting agency, the requesting agency reserves the right to cancel the order and place it with another vendor. It is the State’s intention, in all cases where possible and regardless of the size of the order, to provide timely and reasonable notice to the vendor concerning orders placed with them.

In an emergency situation where the requirement to fill a job is less than the normal response time and the successful vendor cannot fill the order, the requesting agency can cancel the order and place it with another vendor.

6. Skills/Background Verification
The vendor is responsible to assure only qualified personnel are utilized, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks including criminal background checks on all applicants prior to filling any State of Delaware position. All costs associated with skills and background verification is to be paid by the vendor.

The contractor must obtain a criminal background check from the Delaware State Police - SBI of any current, new employees, company officials and any other persons requiring access to the State buildings covered under this contract for the purpose of conducting business on behalf of the selected Vendor, at the selected Vendor expense.

All potential selected Vendor staff is required to be fingerprinted and from this a criminal history record is obtained. Fingerprinting is available at the location below or any Delaware State Police Troop.

Division of State Police
Bureau of Identification
Detective Licensing
655 Bay Road
Dover, DE 19901
Phone: (302) 739-5871

*The building is located in the Blue Hen Mall and Corporate Center; Suite 1B.

Capitol Police will evaluate the criminal history report to determine whether the potential selected Vendor’s staff possesses an appropriate background for this contract, then notify Facilities Management of acceptable and unacceptable persons. The Director of Facilities Management will notify the selected Vendor, in writing, of those persons acceptable and unacceptable for use on this contract. The processing time for security clearance information and proper written notification from the Director’s office to the contractor is a maximum of fifteen (15) working days. The selected Vendor should operate with a sufficient listing of cleared personnel, so that there will not be any shortages.

Any new Vendor staff must go through the above listed process before starting work. Personnel not properly cleared will not be allowed in the building.

The State reserves the right to reject any potential Vendor staff member for assignment based on the background check.
7. 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 three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State’s intention to hire.

8. Legal and Professional Conduct
Vendor’s staff will conduct themselves in a professional manner. Individual temporary employment candidates, based on position, may be subject to criminal checks, fingerprinting, and background checks upon whose results the State may choose to base its decision to accept an individual for an assignment. These services are the duty of the vendor and will be performed free of charge.

9. Cordiality, Punctuality, and Responsibility
Selected Vendor is expected to provide an acceptable replacement for any assigned Vendor staff who are unable or unavailable to provide the contractual services.

Vendor’s staff must be respectful of other State employees with whom they interact with. The State reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards other State employees or representatives of the state.

10. Drug and Alcohol Use
Use of illegal drugs and/or alcohol is prohibited. Should any of vendor’s staff be found to have violated this prohibition, the State reserves the right to have the staff member removed and replaced immediately.

11. Dress Code
Dress Code must be followed in guidelines with the agency issuing the service order. Where an I.D. badge is required; the badge MUST be turned in at the end of the assignment. The successful bidder will be held accountable for the return of the badge and financially responsible for the costs incurred for card replacement.

12. Overtime
Vendor must seek prior approval from the State for payment of additional time, including overtime, on any individual project.

13. Holidays
Holidays are defined as the legal holidays of the State of Delaware. Regular hourly rates will be paid on the observed holiday only to those placed employees working in a facility that operates on a 24/7 basis on a designated holiday.

https://dhr.delaware.gov/labor/holidays/

Temporary employees not working in a 24/7 facility will not be eligible for holiday pay by the State of Delaware. Temporary employees are not prohibited from taking advantage of any holiday or vacation time permitted by their employer.
14. Fraudulent or Over-Reporting of Hours Worked
The State will hold the contracted vendor(s) liable for fraudulent or over-reporting of hours worked.

15. Inclement Weather & State of Emergencies
In the event of inclement weather, including State of Emergency declarations, late openings, early closing temporary employees are to follow the same instructions as Non-Essential personnel. Temporary employees will not be paid for those hours not worked due to State Delays & Closings. Information regarding State of Delaware Delays & Closings can be found online at: https://dhr.delaware.gov/closings/index.shtml

16. Acceptable Use Policy
The successful vendor(s) will abide by the State of Delaware Acceptable Use Policy, found at http://dti.delaware.gov/pdfs/pp/AcceptableUsePolicy.pdf. Signed Acknowledgement Statement will be required by all Temporary Employees how are granted access to the State’s network.

17. Request for Placement
The vendor will provide the Division of Facilities Management with a pool of resumes for review. The Division of Facilities Management will choose potential candidates and will have the option to interview candidates before selection.

C. Service and Quality Assurance
The State considers service and quality issues very important. Vendors are asked to respond to the service and quality assurance areas listed below in the proposed Reply Section of this RFP.

1. Fulfillment Rates
Please provide an explanation of how your company tracks and measures fulfillment rates. Also provide minimum fulfillment rates that your agency proposes to maintain for the State of Delaware and penalties for not maintaining these minimums.

2. Staff Screening
Please provide a description of your company’s screening procedures for new temporary employee applicants. Include detailed descriptions of any background checks and drug testing that is done.

3. Staff Pre-Testing
Please provide a description of your agency’s pre-testing procedures. Include detailed descriptions of any aptitude or skills tests that are administered prior to qualifying any employee for a particular position.

4. Invoicing
Please provide a detailed description of your agency’s invoicing procedures. Topics of particular interest include:

- All vendors awarded under this contract will be required to utilize the State of Delaware standardized time sheet.
- Vendor’s staff will provide the area supervisor a copy of their completed signed time card; then the supervisor shall verify hours, sign, and email or fax the
completed time sheet to the contractor for processing. The vendor’s staff and the area supervisor shall retain a copy of the final timesheet. Copies of time sheets must be attached to the Invoices.
• Your agency’s weekly payroll timing, including deadlines for submission of timesheets.

5. **Conflict Resolution**
   Please describe the methods you recommend to resolve issues with staff or agency performance.

6. **Employee Benefits**
   Please provide detailed information of paid time off, life insurance, health and retirement programs sponsored for its employees.

7. **Operating State Equipment**
   Any and all positions covered under this contract may require the placed employee to operate a State vehicle or other equipment. Requests for non-state employee drivers are reviewed by the Insurance Risk Office. Approval from the Insurance Risk Office does not waive any liability of the vendor.

   Mileage reimbursement requests received due to (but not limited to): (1) a vendor’s unwillingness to authorize the use of State equipment; or (2) the temporary employee not approved by Fleet and/or the Insurance Coverage Office; or (3) the temporary employee electing to utilize their personal vehicle instead of a Fleet vehicle (with authorization) or carpooling will not be approved.

8. **No-Compete Clause**
   Does your employment contract (signed between the vendor and employee) contain a No-Compete Clause? Please provide a copy of any employment contracts your employees are required to sign.

9. **Transition Plan**
   These positions are being filled by a current Vendor. All Vendors must submit in their proposal a Transition Plan that identifies the critical tasks that need to occur to provide a smooth and orderly transition of functions between current Vendor’s staff and the selected Vendor staff with minimal disruption to operations. The transition plans should include provisions to provide:

   a. Current Vendor’s staff to continue their assignment to a logical completion even as new requisitions open for selected Vendor’s staff.

10. **Contract Expiration**
    Upon expiration of the contract any project currently assigned shall continue under the same terms and conditions until completion of the project. No assignment of new projects after contract expiration may be given to staff.

D. **Construction Project Manager**
   • Coordinates and oversees construction projects to ensure compliance with state laws, department and division policies and procedures.
   • Provides technical assistance in defining and determining the feasibility of construction and renovation projects.
• Develops construction project budgets and approves expenditures.
• Provides technical input into the development of project specifications and drawings.
• Oversees contract bidding to ensure compliance with contractual requirements and state bidding laws.
• Selects and recommends approval of professional services.
• Reviews, approves and coordinates payment of services and change orders.
• Conducts site inspections to determine contractual compliance and to ensure safety and conformance to project plans.
• Reports to a technical superior.
• Performs the full range of essential functions.
• Serves as a liaison between parties involved in construction, renovation, and maintenance during all phases of projects; resolves on-site problems.
• Coordinates processing of construction documents and maintains project records.
• Contacts include agency staff, architects, consulting engineers, planners, and other professionals to coordinate construction project activities.

E. Architect
• This position involves performing technical administrative work involving project management, review and approval, and technical assistance in support of building operational systems in new or remodeled State buildings.
• Provides pre-design services, planning, programming, development of scopes of work and construction cost estimates for facility construction and renovation projects for all State building projects including correctional, higher education, health, office, recreational, court and residential facilities.
• Provides recommendations and guidance to state officials including agency heads for the review, development and coordination of various types of State construction, planning and renovation projects.
• Ensures compliance with applicable building and construction codes as they relate to the life safety, height and area standards, and means of egress and barrier removal.
• Analyzes the long-range space and project funding needs for the Division of Facilities Management and other State agencies.
• Negotiates space requirements and design standards with other State agency clients. Negotiates contracts for architectural services serving Agencies State wide and individually.
• Prepares reports correspondence, design review of specs, drawings, bidding packages for State agencies lacking engineering support.
• Develops and draws final architectural space design plans for new and renovation projects. Must be proficient in the use of AutoCAD software.
• Draws final architectural space design plans for new and renovation projects and architectural drawings for small building and minor capital improvement projects.
• Possesses skill in analyzing building and interior space designs, evaluating alternatives and providing cost-effective solutions. Has the ability to develop good working relationships with people of diverse backgrounds and capabilities.

F. Building Support Systems Engineer
• Perform technical administrative work involving project management, review and approval, and technical assistance in support of building operational systems in new or remodeled State buildings. Coordinate and analyze the design of facilities support systems on initial architectural and structural plans.
STATE OF DELAWARE  
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- Conducts periodic inspections of mechanical, electrical, instrumental systems located in/around new and existing state-owned or state-leased facilities and formulate recommendations based on findings.
- Analyzes system design specifications, drawings and bidding documents for physical feasibility, code compliance, cost effectiveness, and completeness.
- Prepares reports correspondence, design review of specs, drawings, bidding packages for State agencies lacking engineering support.
- Conducts building surveys to address condition of buildings; structural components and performance of systems operations.
- Analyzes long range project funding needs for the Division of Facilities Management and other State agencies.
- This individual must have knowledge of general mechanical and electrical engineering theories and application including heating, ventilation and power distribution requirements for major buildings or a building complex (institutional), and possesses skill in analyzing building system designs, evaluating alternative and providing cost-effective solutions. Has the ability to develop good working relationships with people of diverse backgrounds and capabilities.
- This individual must possess a Professional Engineer (PE) license in the State of Delaware. Preference will be given to those knowledgeable in mechanical and/or electrical engineering.

G. Environmental Health Specialist (Project Manager)

This job requires knowledge of occupational safety and health laws, rules, regulations, standards, policies, and procedures for the State of Delaware. Inspection of asbestos abatement projects for compliance will be emphasized.

- Preference will be given to applicants that possess a Delaware Asbestos Project Monitor Certification.
- EPA Asbestos approved training for Project Supervisor and Project Designer training are preferred but not required.
- Performs technical work of a comprehensive nature involving data collection and research analysis used to determine and implement control measures.
- Work includes collecting samples of dust, gas, vapors and other potential toxic materials for analysis; investigating the adequacy of ventilation, equipment, materials and other conditions which may affect employees, health, comfort or efficiency.
- Be able to conduct building surveys to determine safety limits of exposure to materials or conditions such as temperatures, noise, dust fumes, vapors, mists, gases, solvents, and radiation which are known or suspected of being real or potential detriments to health. This would also include sampling for Indoor Air Quality, Lead Base Paint and especially for Asbestos containing materials in person or with third party oversite.
- Collaborate with other technical professionals to institute control and remedial measures;
- Provides technical guidance to management labor organizations, governmental agencies regarding health-related problems as well as participating in educational meetings to instruct employees in matters pertaining to occupational health and prevention of accidents. This job requires knowledge of occupational safety and health laws, rules, regulations, standards, policies, and procedures. Inspection of asbestos abatement projects for compliance will be emphasized.
III. Required Information

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

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

   Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.

3. Complete all appropriate attachments and forms, including pricing, as identified within the RFP.

4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise (for the particular project under consideration)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Demonstrated ability to provide the required resources
5. Familiarity with public work and its requirements
6. Thoroughness and completeness of the proposal relative to the requirements
7. Rate structure
8. Service and Quality Assurance Program

IV. Professional Services RFP Administrative Information

A. RFP Issuance

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

2. Obtaining Copies of the RFP
   This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.
3. Assistance to Vendors with a Disability
Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact
All requests, questions, or other communications about this 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.

PETER KOROLYK
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
Peter.korolyk@delaware.gov

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 the State’s 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) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
   2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

e. Has violated ethical standards set out in law or regulation; and

f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a 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 two (2) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses. Separately saved price file may be on the same electronic media as the qualitative proposal submission.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM (Local Time) on date provided in the Overview Section on page 1 of this Professional Services RFP. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

PETER KOROLYK
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. GSS20739-PROJECT_MGMT” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any costs for returned proposals. 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 September 30, 2020. 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 in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor. The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with Executive Order # 31 and Title 29, Delaware Code, Chapter 100.

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

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

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

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

11. Confidentiality of Documents
Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor’s proposal will be treated as confidential during the evaluation process. As such, 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 unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. (“FOIA”). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor’s confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” and include the specific 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, 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. A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publicly bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor.” 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.18 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 sub-contractors must be approved by State of Delaware.

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

14. **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.

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

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

a. **RFP Question and Answer Process**
   The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than the date identified in the Overview section located on page 1 of the Professional Services RFP. All questions will be consolidated into a single set of responses and posted on the State’s website at www.bids.delaware.gov by the date specified in the Overview section on page 1 of the Professional Services RFP. Vendor 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.
Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. **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.

17. **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.

18. **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.

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

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

21. 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.

22. 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 www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP
Any exceptions to the RFP, or the State of Delaware’s terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Business References
Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

25. 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 or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

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

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

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

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

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

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

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the 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 any of the following criteria:
  - By position identified
  - Multiple providers and/or by position identified, and as selection and award determination meets the best interests of the state

**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:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience, Reputation, and Demonstrated ability to provide the required personnel resources/expertise as identified by the scope of services.</td>
<td>40</td>
</tr>
<tr>
<td>Vendor capacity to meet requirements (size, financial condition)</td>
<td>20</td>
</tr>
<tr>
<td>Familiarity with public works and its requirements</td>
<td>20</td>
</tr>
<tr>
<td>Thoroughness and completeness of the proposal relative to the requirements.</td>
<td>20</td>
</tr>
<tr>
<td>Service and Quality Assurance Procedures</td>
<td>15</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Consideration for assimilation of existing assigned resources</td>
<td>10</td>
</tr>
<tr>
<td>Rate structure (e.g. price and mark-up)</td>
<td>15</td>
</tr>
<tr>
<td>ACA Safe Harbor Additional Fee</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>160</strong></td>
</tr>
</tbody>
</table>
Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor’s capabilities so the responding vendor should be detailed in their proposal responses.

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

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

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

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

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

V. **Contract Terms and Conditions**

1. **Contract Use by Other Agencies**
   REF: **Title 29, Chapter 6904(e) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency’s contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency’s contract when the arrangement is agreeable to all parties.

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

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

4. **General Information**
   a. The term of the contract between the successful bidder and the State shall be for a three (3) year initial term with seven (7) optional extensions for a period of one (1) year 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 within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. 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.
   g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
   h. Vendors are not restricted from offering lower pricing at any time during the contract term.
5. **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.

6. **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.

7. **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.

8. 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 may provide working space and sufficient supplies and material to augment the Contractor’s services.

   b. Temporary Personnel are Not State Employees Unless and Until They are Hired
      Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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

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

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

d. **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.

e. **Notice**

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

**Government Support Services**
**100 Enterprise Place, Suite 4**
f. 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.

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.

   g. 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. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

   a. Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law.

   b. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.

   c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

      1. $1,000,000 combined single limit each accident, for bodily injury;

      2. $250,000 for property damage to others;

      3. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;

      4. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and

      5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

   a. Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate

   and

   b. Miscellaneous Errors and Omissions - $1,000,000 per occurrence/$3,000,000 per aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Government Support Services**  
**Contract No:** GSS20739-PROJECT_MGMT  
**State of Delaware**  
**100 Enterprise Place, Suite 4**  
**Dover, DE 19904**

Nothing contained herein shall restrict or limit the Vendor’s right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware’s self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).

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

6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**h. 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.

**i. BID BOND**  
There is no Bid Bond Requirement.

**j. PERFORMANCE BOND**  
There is no Performance Bond requirement.
k. **Vendor Emergency Response Point of Contact**
   The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

l. **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.

m. **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%).

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

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

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

p. Remedies
Except as otherwise provided in this solicitation, including but not limited to Section 8.0 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

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

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

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

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

3. **Termination for Non-Appropriations**

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

r. **Non-discrimination**

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

s. **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.

t. **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.

u. **Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal by completing Attachment 6, and are subject the approval and acceptance of Government Support Services.
v. Personnel, Equipment and Services
1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

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

x. Vendor Background Check Requirements
Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State’s on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:
• Delaware Sex Offender Central Registry at: https://sexoffender.dsp.delaware.gov

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee’s service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency’s decision to allow or deny access to any individual identified on a registry database is final and at the Agency’s sole discretion.

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

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the
background check requirements of any authorized Subcontractor providing service to the Agency’s contract.

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

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

z. 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.

aa. 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.

bb. 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.

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

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

e. 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.

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

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

hh. IRS 1075 Publication (If Applicable)

1. Performance
In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.
2. Criminal/Civil Sanctions
Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

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

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for
safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

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

ii. 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. Assignment – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **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.

9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

11. **W-9** - The State of Delaware requires registration through the Division of Accounting's State of Delaware eSupplier Portal at [https://esupplier.erp.delaware.gov](https://esupplier.erp.delaware.gov) to make payments to vendors. Successful registration enables the creation of a State of Delaware vendor record.

12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS20739-PROJECT-MGMT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

13. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

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**VI. RFP Miscellaneous Information**

1. **No Press Releases or Public Disclosure**
   The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

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

2. **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.

3. 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 at 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.

VII. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Company Profile and Capabilities
- Appendix C – Pricing Matrix and ACA Safe Harbor Fee
IMPORTANT – PLEASE NOTE

- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31st), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.
NO PROPOSAL REPLY FORM

Contract No. GSS20739-PROJECT_MGMT  Contract Title: TEMPORARY PROJECT REPRESENTATIVES

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

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

____ 1. We do not wish to participate in the proposal process.

____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

________________________________________________________________________

________________________________________________________________________

____ 3. We do not feel we can be competitive.

____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

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

________________________________________________________________________

________________________________________________________________________

____ 6. We do not sell the items/services on which Proposals are requested.

____ 7. Other:___________________________________________________________________

________________________________________________________________________

________________________________________     ____________________________
FIRM NAME   SIGNATURE

____ We wish to remain on the Vendor’s List for these goods or services.

____ We wish to be deleted from the Vendor’s List for these goods or services.

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.
STATE OF DELAWARE
Government Support Services

CONTRACT NO.: GSS20739-PROJECT_MGMT
CONTRACT TITLE: TEMPORARY PROJECT REPRESENTATIVES
DEADLINE TO RESPOND: March 5th, 2020 at 1:00 PM (Local Time)

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

COMPANY NAME __________________________________________________________________Check one)
NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) ____________________________
SIGNATURE ____________________________ TITLE ____________________________
COMPANY ADDRESS ____________________________
PHONE NUMBER ____________________________ FAX NUMBER ____________________________
EMAIL ADDRESS ____________________________ STATE OF DELAWARE LICENSE NUMBER ____________________________
FEDERAL E.I. NUMBER ____________________________

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

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME)
ADDRESS ____________________________
CONTACT ____________________________
PHONE NUMBER ____________________________ FAX NUMBER ____________________________
EMAIL ADDRESS ____________________________

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES ________ NO ________ if yes, please explain ____________________________

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SNWORN TO AND SUBSCRIBED BEFORE ME this ________ day of ______________________, 20__________
Notary Public ____________________________ My commission expires ____________________________
City of ____________________________ County of ____________________________ State of ____________________________
Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
list a minimum of three business references, including the following information:

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

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

1. **Contact Name & Title:**
   **Business Name:**
   **Address:**
   **Email:**
   **Phone # / Fax #:**
   **Current Vendor (YES or NO):**
   **Years Associated & Type of Work Performed:**

2. **Contact Name & Title:**
   **Business Name:**
   **Address:**
   **Email:**
   **Phone # / Fax #:**
   **Current Vendor (YES or NO):**
   **Years Associated & Type of Work Performed:**

3. **Contact Name & Title:**
   **Business Name:**
   **Address:**
   **Email:**
   **Phone # / Fax #:**
   **Current Vendor (YES or NO):**
   **Years Associated & Type of Work Performed:**

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**
## SUBCONTRACTOR INFORMATION FORM

### PART I – STATEMENT BY PROPOSING VENDOR

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. CONTRACT NO.</td>
<td>2. Proposing Vendor Name</td>
<td>3. Mailing Address</td>
</tr>
<tr>
<td>GSS20739-PROJECT_MGMT</td>
<td></td>
<td></td>
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</tbody>
</table>

| 4. SUBCONTRACTOR |   |
|                  |   |
| a. NAME | 4c. Company OSD Classification: |
|          | Certification Number:   |
| b. Mailing Address: |   |
|                  | 4d. Women Business Enterprise: Yes No |
|                  | 4e. Minority Business Enterprise: Yes No |
|                  | 4f. Disadvantaged Business Enterprise: Yes No |
|                  | 4g. Veteran Owned Business Enterprise: Yes No |
|                  | 4h. Service Disabled Veteran Owned Business Enterprise: Yes No |

| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR |   |
|                                          |   |

| 6a. NAME OF PERSON SIGNING | 7. BY (Signature) | 8. DATE SIGNED |
|                           |   |   |
| 6b. TITLE OF PERSON SIGNING |   |   |

### PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR

<p>| | | |</p>
<table>
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<tbody>
<tr>
<td>9a. NAME OF PERSON SIGNING</td>
<td>10. BY (Signature)</td>
<td>11. DATE SIGNED</td>
</tr>
<tr>
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<td></td>
<td></td>
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<tr>
<td>9b. TITLE OF PERSON SIGNING</td>
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</table>

* Use a separate form for each subcontractor
STATE OF DELAWARE
Government Support Services

STATE OF DELAWARE
MONTHLY USAGE REPORT
SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware - Monthly Usage Report

<table>
<thead>
<tr>
<th>Supplier Name:</th>
<th>State Contract Item Sales $</th>
<th>Report Start Date:</th>
<th>Report End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Non-State Contract Item Sales $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>Total Sales $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Today's Date: ________________

Customer Group: 
Customer Department, School District, or OTHER - Municipality / Non-Profit
Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)
Item Description
Awarded Contract Item YES/NO
Contract Item Number
Unit of Measure
Qty
Contract Proposal Price/Rate
Total Spend (Qty x Contract Proposal Price/Rate)

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

### Subcontracting (2nd tier) Quarterly Report

<table>
<thead>
<tr>
<th>Prime Name:</th>
<th>Report Start Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name / Number</td>
<td>Report End Date:</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Today's Date:</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>*Minimum Required</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name*</th>
<th>Vendor TaxID*</th>
<th>Contract Name / Number*</th>
<th>Vendor Contact Name*</th>
<th>Vendor Contact Phone*</th>
<th>Report Start Date*</th>
<th>Report End Date*</th>
<th>Amount Paid to Subcontractor*</th>
<th>Work Performed by Subcontractor UNSPSC</th>
<th>M/WBE Certifying Agency</th>
<th>Veteran / Service Disabled Veteran Certifying Agency</th>
<th>2nd tier Supplier Name</th>
<th>2nd tier Supplier Address</th>
<th>2nd tier Supplier Phone Number</th>
<th>2nd tier Supplier Email</th>
<th>Description of Work Performed</th>
<th>2nd tier Supplier Tax Id</th>
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**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@delaware.gov
The Office of Supplier Diversity (OSD) has moved to the Division of Small Business (DSB)

Supplier Diversity Applications can be found here: https://gss.omb.delaware.gov/osd/

Completed Applications can be emailed to: OSD@Delaware.gov

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

Self-Register to receive business development information here: http://directory.osd.gss.omb.delaware.gov/self-registration.shtml

New Address for OSD:
Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915
Email: OSD@Delaware.gov
Web site: https://gss.omb.delaware.gov/osd/

Dover address for the Division of Small Business
Local applicants may drop off applications here:
Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.
Appendix A – MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant’s experience, if any, providing similar services.

2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements. At a minimum Vendors ARE REQUIRED to provide detailed responses to the questions posted in Appendix B and submit with their proposal.

Vendors are further encouraged to review both the Scope of Services requested and the Evaluation criteria identified (to see how the proposals will be scored) and verify that the Vendor response has sufficient documentation to support each scoring criteria listed.

3. Pricing as identified in the solicitation (See Appendix C)

4. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (See Attachment 2). Bid marked “ORIGINAL”, MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK. All other copies may have reproduced or copied signatures – Form must be included.

5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.

6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.

7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.

8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.

9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

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

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. One (1) paper copy must be an original copy, marked “ORIGINAL” on the cover, and contain original signatures.

2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy.
Appendix B – COMPANY PROFILE AND CAPABILITIES

Contract No. GSS20739-PROJECT_MGMT
Contract Title: Temporary Project Representatives

PROPOSAL REPLY SECTION

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

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
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<tbody>
<tr>
<td>1</td>
<td>How many years has your company been in operation?</td>
</tr>
<tr>
<td>2</td>
<td>What is your company’s main line of business? Please be specific as to the types of job classifications/positions your company can provide.</td>
</tr>
<tr>
<td>3</td>
<td>Provide the name, description and approximate size in revenue received from each governmental account, including current accounts and those ended within the last twelve months. Please limit the number to ten (10) if your company has such accounts. As an example: State of Maryland, Division of Motor Vehicles, current account $100,000 received in 2011.</td>
</tr>
<tr>
<td>4</td>
<td>What is the average length of time that your employees are retained in a position, once placed with a client?</td>
</tr>
<tr>
<td>5</td>
<td>What percentage of resumes sent to a client for review are; on average, requested to be interviewed by the client?</td>
</tr>
</tbody>
</table>
6. On average, how many resumes are sent to a client for review/consideration, and what is the screening process your agency uses when deciding a candidate is qualified for a position prior to sending the client those resumes you qualified?

7. Once a client requests to interview candidates from your agency, what percentage of the time do they hire one of those candidates?

8. List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company’s name, name of the project, nature of the litigation, and the current status of the dispute.

9. List any past disputes as a result of which your company has been terminated from an awarded contract. List the company’s name, the term of the contract, and an explanation as to why your company was terminated.

Attach additional pages as necessary in the same format as requested above.
## Appendix C – PRICING MATRIX AND ACA SAFE HARBOR FEE

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY TEMP PAY RATE</th>
<th>HOURLY BILL RATE</th>
<th>PERCENT MARK-UP ¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction Project Manager</strong></td>
<td>FROM</td>
<td>TO</td>
<td>FROM</td>
</tr>
<tr>
<td><strong>Architect</strong></td>
<td>FROM</td>
<td>TO</td>
<td>FROM</td>
</tr>
<tr>
<td><strong>Building Support Systems Engineer</strong></td>
<td>FROM</td>
<td>TO</td>
<td>FROM</td>
</tr>
<tr>
<td><strong>Environmental Health Specialist</strong></td>
<td>FROM</td>
<td>TO</td>
<td>FROM</td>
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<tr>
<td><strong>ACA Safe Harbor Additional Fee</strong></td>
<td>FROM</td>
<td>TO</td>
<td>FROM</td>
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</tbody>
</table>

All submitting vendors SHALL provide the ACA Safe Harbor Fee "Additional Fee" in the space above. The Additional Fee shall be clearly defined (i.e. cost per invoice, per hour) AND MUST be separately line item billed on each invoice to the State. A Vendor's refusal to clearly identify this fee may result in the Vendor's proposal being removed from consideration.

If necessary, enter below how the Vendor has identified the ACA Safe Harbor Additional Fee will be billed (i.e. per invoice, per hour):

¹ Percent Mark-up is the % difference between pay rate to the hourly employee versus the bill rate charged to the agency.