



**State of Delaware**  
**Property Management**  
**Request for Proposal**  
**Contract No. NAT19004\_PROPERTY**  
**MANAGEMENT**

*March 12, 2019*

**- Deadline to Respond -**  
**May 17, 2019**  
**1:00 PM (Local Time)**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control  
Division of Parks and Recreation

**CONTRACT NO. NAT19004\_PROPERTY MANAGEMENT**

ALL VENDOR(S):

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Property Management Services. The proposal consists of the following:

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
  - a. Attachment 1 – No Proposal Reply Form
  - b. Attachment 2 – Non-Collusion Statement
  - c. Attachment 3 – Exceptions
  - d. Attachment 4 – Company Profile and Capabilities
  - e. Attachment 5 – Confidentiality and Proprietary Information
  - f. Attachment 6 – Business References
  - g. Attachment 7 – Subcontractors Information Form
  - h. Attachment 8 – Monthly Usage Report
  - i. Attachment 9 – Subcontracting (2<sup>nd</sup> tier spend) Report
  - j. Attachment 10 – Office of Supplier Diversity Certification Application
  - k. Attachment 11 – Bond Form
  - l. Attachment 12 – Proposal Reply Requirements
  - m. Appendix A – Scope of Work details
  - n. Appendix B – Pricing Form(s) and Instructions (if applicable)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and Vendor(s) name** by **May 17, 2019 at 1:00 PM** (Local Time) to be considered.

**Proposals must be mailed to:**

State of Delaware/DNREC  
Division of Parks and Recreation, Office of Business Services  
NAT19004\_PROPERTY MANAGEMENT  
89 Kings Highway  
Dover, DE 19901

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Patricia Tanner at (302) 739-9224 or email [patricia.tanner@delaware.gov](mailto:patricia.tanner@delaware.gov).

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**I. INTRODUCTION**

**A. PURPOSE**

The State of Delaware provides certain facilities for the use and benefit of the public in areas under the administration of the Department of Natural Resources and Environmental Control, Division of Parks and Recreation (the "Division") and is seeking a qualified and competent Vendor(s) to provide Property Management Services for Division owned rental properties available to be rented by the general public commencing on **November 1, 2019** (the "Vendor(s)"). Vendors may initiate booking process and marketing as early as September 4, 2019. No physical stays or functions until November 1, 2019.

The purpose of this Request for Proposal is to obtain sealed proposals from a Vendor(s) capable of satisfying the Division requirements for Property Management Services for Division owned rental properties across New Castle, Kent and Sussex Counties in Delaware.

It is the goal of this Request for Proposal to identify a Vendor(s) who: (i) meets Division requirements and the business and legal criteria set forth herein; (ii) is capable of executing a Contract within the timeline provided; and (iii) can provide Property Management services to the Division as stated in Vendor(s)'s submitted proposal.

**1. COMPETITIVE SEALED PROPOSAL**

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

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

**2. CONTRACT REQUIREMENTS**

This Contract may be issued to procure Property Management Services for Division owned rental properties across New Castle, Kent and Sussex Counties in Delaware.

**3. AGENCY USE CONTRACT**

Pursuant to 29 Del. C. [§6904](#)(e) respectively, 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.

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**4. MULTIPLE SOURCE AWARD**

The Agency reserves the right to award this Contract to more than one Vendor(s) pursuant to 29 Del.C. §6926. The Division will award the best suited Vendor(s) to provide Property Management Services in the best interest of the State of Delaware.

**5. POTENTIAL CONTRACT OVERLAP**

Vendor(s) 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 Vendor(s) 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.

**6. CONTRACT PERIOD**

The Vendor(s)'s Contract shall be valid from **September 4, 2019 to October 31, 2022**. The Contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor(s) and the Division. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement. From September 4, 2019 – October 31, 2019, only bookings and marketing may occur due to existing contract expiring November 1, 2019; physical stays may begin November 1, 2019.

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. In the event of an extended procurement effort and the Contract's available renewal options have been exhausted, Division reserves the right to extend the Contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the Division and Vendor(s) at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new Contract.

**B. KEY RFP DATES/MILESTONES**

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

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Vendor(s)	Tuesday, <b>March 12, 2019</b>
Written Questions Due No Later Than (NLT)	Thursday, <b>March 28, 2019</b> at 1:00 P.M. (local)
Written Answers Due/Posted to Website NLT	Thursday, <b>April 18, 2019</b>
Proposals Due NLT	Thursday, <b>May 17, 2019, 1:00 P.M. (local)</b>
Public Proposal Opening	Thursday, <b>May 17, 2019, 1:00 P.M. (local)</b>
Proposal Evaluation/Presentations, as required	<b>As Required</b>
Vendor(s) Best & Final Discussions, as required	<b>As Required</b>
Contract Award	Will occur within 90 days of bid opening

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Division of Parks and Recreation

**C. INQUIRIES & QUESTIONS**

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **March 28, 2019**. All questions will be answered in writing by **April 18, 2019**. Responses will be posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

**D. RFP DESIGNATED CONTACT**

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

**State of Delaware/DNREC**  
**Division of Parks and Recreation/Attn: Patricia Tanner**  
**89 Kings Highway**  
**Dover, DE 19901**  
**Attn: Patricia Tanner**  
[patricia.tanner@delaware.gov](mailto:patricia.tanner@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.

**E. CONTACT WITH STATE EMPLOYEE**

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

**II. SCOPE OF WORK**

**A. OVERVIEW**

The Vendor(s) shall provide all equipment, materials and labor to administer and operate an on-going rental and maintenance program for the State of Delaware and to supplement the need for Property Management Services for Division owned rental properties across New Castle, Kent and Sussex Counties in Delaware as described herein. The Contract will require the Vendor(s) to cooperate with the Division to ensure the State receives the most current state-of-the-art material and/or services.

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**B. BACKGROUND**

The Division is seeking proposals for Property Management Services and in doing so will select the most qualified and competent Vendor(s) to manage and operate the services stated herein.

**C. STATEMENT OF NEEDS**

Vendor(s) shall furnish all labor, personnel, equipment and supplies necessary to operate Property Management Services per the terms and conditions as described herein. The Division of Parks and Recreation is interested in procuring services with an emphasis on excellent customer service, operations/management knowledge and capabilities in providing Property Management Services in accordance with the specifications listed herein.

**D. DETAILED REQUIREMENTS**

The technical requirements of this RFP are stated in Appendix A. **Vendor(s) must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.**

**III. FORMAT FOR PROPOSAL**

**A. INTRODUCTION**

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

**B. PROPOSAL RESPONSE**

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

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

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

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

**C. NON-CONFORMING PROPOSALS**

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

**D. CONCISE PROPOSALS**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional

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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.

**E. COVER LETTER**

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

**F. TABLE OF CONTENTS**

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

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

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

**H. SAMPLES OR BROCHURES**

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

**I. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a bid, each Vendor(s) 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.

**J. PERFORMANCE BOND REQUIREMENT**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Enter Agency Name with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 11 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

**K. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with four (4) paper copies and two (2) electronic copies on CD, DVD, media disk or flash drive. One of the copies shall be marked "**Master Copy**" and will contain original signatures in all locations requiring a Vendor(s) signature. The remaining copies do not require original signatures. **CD, DVD, media disk or flash drive must also contain the completed Appendix B Excel sheets, in Excel format.**

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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 May 17, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware/DNREC  
Division of Parks and Recreation, Office of Business Services  
NAT19004\_PROPERTY MANAGEMENT  
89 Kings Highway  
Dover, DE 19901  
Attn: Patricia Tanner**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing Vendor(s) bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Vendor(s) proposals, each Vendor(s) 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 Vendor(s) from any obligation in respect to this RFP.

**L. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the initial contract term.

**M. WITHDRAWAL OF PROPOSALS**

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

**N. PROPOSAL MODIFICATIONS**

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

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

**O. 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(s) 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.

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**P. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)**

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

**Q. INCURRED EXPENSES**

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

**R. ECONOMY OF PREPARATION**

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

**S. DISCREPANCIES AND OMISSIONS**

Vendor(s) 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(s). Should Vendor(s) find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Vendor(s) 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)'s proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

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

**T. EXCEPTIONS**

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening. **Exceptions must be submitted utilizing Attachment 3 to be considered.** Exceptions listed elsewhere in the Vendor(s)'s proposal will not be considered. The Division of Parks and Recreation maintains sole discretion to reject any Vendor(s) exceptions that are submitted.

**U. BUSINESS REFERENCES**

Business references are to be provided via Attachment 6.

**V. DOCUMENT(S) EXECUTION**

All Vendor(s) must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded Vendor(s) will be presented with the

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Contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Division of Parks and Recreation.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to Vendor(s). Successful completion of this form enables the creation of a State of Delaware Vendor(s) record. The Taxpayer ID (SSN or EIN) and Applicant (Vendor(s)) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the Vendor(s) record cannot be approved.

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

Any questions about completing this form or specific comments about a form that you have submitted, please contact Vendor(s) services by phone at 302-672-5000.

## **W. SUBCONTRACTS**

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

## **X. CONFIDENTIALITY**

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)'s proposal will be treated as confidential during the evaluation process. As such, Vendor(s) 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)'s information to a competing Vendor(s) 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(s) 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(s) 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(s) 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)'s confidential business information may be lost.

In order to allow the State to assess its ability to protect a Vendor(s)'s confidential business information, Vendor(s) 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

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number. The envelope must contain a letter from the Vendor(s)'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)'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(s) designation as set forth in this section. Any Vendor(s) 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.

**Y. PRICE NOT CONFIDENTIAL**

Vendor(s) shall be advised that as a publically bid contract, no Vendor(s) shall retain the right to declare their pricing confidential.

**Z. ATTACHMENTS**

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Certification Application
- Attachment 11a and 11b – Bond Forms
- Attachment 12 – Proposal Reply Requirements
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions

Vendor(s) shall complete each attachment included in the bid packet and include in their response to this RFP. Vendor(s) who do not complete the attachments may be considered non-responsive.

**IV. PROPOSAL EVALUATION PROCEDURES**

**A. GENERAL ADMINISTRATION**

**1. STATE'S RIGHT TO REJECT PROPOSALS**

The Division of Parks and Recreation reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendor(s) submitting proposals may be afforded an opportunity for discussion. Vendor(s) may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendor(s) who submit

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proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendor(s) during the negotiation process.

**2. STATE'S RIGHT TO CANCEL SOLICITATION**

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

This RFP does not constitute an offer by the State of Delaware. Vendor(s)'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.

**3. FORMAL CONTRACT**

No employee of the Vendor(s) is to begin any work prior to the receipt of an executed Contract with the Division of Parks and Recreation signed by representatives of the agency.

**4. DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor(s) as well as the designation of the Contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP.

**NOTE: All bids must clearly display the Contract number on the envelope.**

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Division of Parks and Recreation, Office of Business Services  
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89 Kings Highway  
Dover, DE 19901**

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

**5. PUBLIC OPENING OF PROPOSALS**

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

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

**6. DISQUALIFICATION OF VENDOR(S)**

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

- a. More than one proposal for the same contract from an individual, Vendor(s), or corporation under the same or different names.

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- b. Evidence of collusion among Vendor(s).
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the Vendor(s) by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

**7. AUTHORITY OF AGENCY**

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

**8. OR EQUAL (PRODUCTS BY NAME)**

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

**B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR(S)**

The Division of Parks and Recreation shall award this Contract to the most responsible and responsive Vendor(s) who best meets the terms and conditions of the proposal.

- 1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
- 2. Vendor(s) whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
- 3. Responsibility of Vendor(s). -- It shall be determined whether a Vendor(s) is responsible before awarding a Contract. Factors to be considered in determining if a Vendor(s) is responsible include:

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- a. The Vendor(s)'s financial, physical, personnel or other resources, including subcontracts;
  - b. The Vendor(s)'s record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the Vendor(s) is qualified legally to contract with the State;
  - e. Whether the Vendor(s) supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria for a particular procurement which an agency may establish.
4. If a Vendor(s) is determined to be non-responsible, the Vendor(s) shall be informed in writing.
  5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor(s). All Vendor(s) will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

### C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware, Division of Parks and Recreation.

The Committee reserves the right to:

- Select for Contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Vendor(s) during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Vendor(s) and negotiate with more than one Vendor(s) at the same time.
- Select more than one Vendor(s) pursuant to 29 Del. C. §6926. Such selection will be based on the needs of the Division of Parks and Recreation.

### D. REQUIREMENTS OF THE VENDOR(S)

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

- Brief history of the organization, including accreditation status, if applicable.
- Vendor(s)'s experience, if any, providing similar services. Vendor(s) shall include support documentation of qualifications in providing Property Management Services. Include references on Attachment 6.
- Financial Information (balance sheets and income statements) **for the past three years.**
- Describe the techniques and business approach used for providing Property Management Services, including **marketing plan and timeline**. Include a well-defined **ACTION PLAN** that will

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describe the Vendor(s)'s organization and method for providing Property Management Services where applicable and providing services as specified herein. **Include customer billing and payment processing/options, customer service, advertising and marketing plans and employee training procedures.**

- Submit a business portfolio providing how Vendor(s) will provide for a safe and enjoyable environment for daily, weekly, monthly, or annual property rentals and ongoing maintenance.
- Submit a business portfolio that includes:
  - How Vendor(s) will maintain the integrity of the properties and collaborate with the Division to achieve the most effective results;
  - How Vendor(s) will ensure their services will provide a financial return on investment; and
  - How Vendor(s) will provide for a safe and enjoyable environment for daily, weekly, monthly or annual property rentals.
  - How Vendor(s) will maintain properties through maintenance and scheduled cleaning.
- Sample customer Rental Agreement.
- Property Management service fee and fee structure for services requested by the Division.
- All forms included in this RFP.
- Vendor(s) Emergency Contact Data as required in this Proposal on checklist Attachment 12.

**E. CRITERIA AND SCORING**

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:

	<b>EVALUATION CRITERIA</b>	<b>Weighted Percentage</b>	<b>Points</b>
1.	Background and experience (e.g., past performance on similar Agreements) company history, qualifications and experience of the Vendor(s) and employees (Broker(s), Associate Broker(s) and Salesperson(s) etc.) and the organization in managing and providing Property Management Services. Vendor(s)'s certifications and licenses listed herein.	<b>25%</b>	<b>100</b>
2.	Financial stability/resources, past performance and references.	<b>10%</b>	<b>40</b>
3.	Vendor(s)'s business portfolio; techniques and/or business approach for providing Property Management Services, including the scheduling of rentals, marketing, customer service, tenant screenings, cleaning, maintenance, compliance with local, state and federal Laws and Regulations, and flexibility regarding the addition or removal of available rental properties at the Division's discretion.	<b>30%</b>	<b>120</b>
4.	The Value of Vendor(s)'s proposal to the Division.	<b>30%</b>	<b>120</b>
5.	Extent to which Vendor(s) agrees to the State of Delaware's Contract terms and conditions and specifications without taking exceptions.	<b>5%</b>	<b>20</b>
	<b>TOTAL SCORE</b>	<b>100%</b>	<b>400</b>

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

**F. BEST AND FINAL OFFERS**

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

**G. REFERENCES**

The Committee may contact any customer of the Vendor(s), 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(s) personnel. If the Vendor(s) is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**H. MANDATORY PRE-BID MEETING**

There is **no pre-bid meeting** for this Request for Proposal.

**V. DEFINITIONS AND GENERAL PROVISIONS**

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

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

**STATE:** The State of Delaware

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

**BID INVITATION:** The "Invitation to Bid" or "Request for Proposal" is a packet of material sent to Vendor(s) and consists of General Provisions, Special Provisions, specifications, and enclosures.

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

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

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

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

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

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

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

**RFP:** Request for Proposal.

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

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

**VENDOR(S):** Any individual, company, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPERTY MANAGEMENT SERVICES:** According to 24 Del. C. Ch. 29 § 2902 Definitions (18) "Property management services" means those actions taken for others, pursuant to an agreement, in exchange for a fee, commission, compensation or other valuable consideration which include the supervision and the administration of the physical maintenance and/or the financial matters of real property. These supervision services may include assisting the Division in decisions in the selection of tenants, budgeting for the operation of property or properties, collecting of rent or rents, or maintaining security deposits.

## **B. GENERAL PROVISIONS**

### **1. SILENCE OF SPECIFICATIONS**

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

### **2. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

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

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**3. PUBLIC INSPECTION OF PROPOSALS**

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

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

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

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

**4. LAWS TO BE OBSERVED**

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

**5. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting Contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

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**6. 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.

**7. PERMITS AND LICENSES**

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

**8. PATENTED DEVICES, MATERIAL AND PROCESSES**

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

**9. EMERGENCY TERMINATION OF CONTRACT**

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

**10. TAXES**

- a. The Division is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor(s). Each Vendor(s) shall take its exemption into account in calculating its bid for its work.

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**11. INVOICING**

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

**12. FEES PAYABLE TO THE STATE**

Fees and/or rates shall remain firm for the initial three (3) year term of the Contract, unless further negotiations are deemed necessary by the State or changed through mutual agreement by both parties.

The fee policy that Vendor(s) choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. The fee policy must address any contingencies on the addition or removal of Division owned rental properties, at the Division's discretion.

**13. PRICE ADJUSTMENT**

The Vendor(s) is not prohibited from offering a price adjustment on its services offered under the Contract. The State is not prohibited from requesting a price adjustment on those services during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this Contract beyond the initial Contract term, the Division of Parks and Recreation shall have the option of negotiating.

**14. COOPERATIVES**

Vendor(s), who have been awarded similar Contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**15. INDEPENDENT VENDOR(S)**

The parties to any Contract from this solicitation shall be independent Vendor(s) to one another, and nothing herein shall be deemed to cause the 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.

**16. FUNDING OUT or NON-APPROPRIATION**

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

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**17. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor(s) 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(s) for all purposes including any required compliance with the Affordable Care Act by the Vendor(s). Vendor(s) 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(s) 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(s) 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)'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(s) will waive any separation fee provided an employee works for both the Vendor(s) 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.

**18. 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(s).

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(s), but does not state the required amount of the fee. The State requires that all Vendor(s) shall identify the Additional Fee to obtain health coverage from the Vendor(s) and delineate the Additional Fee from all other charges and fees. The Vendor(s) 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(s). Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting Vendor(s) for award.

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**19. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the Vendor(s) 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 Vendor(s) must carry the following coverage:

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and
- b. Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and
- c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,  
and
- d. The Vendor(s) 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(s) is an independent Vendor(s) and is not an employee of the State of Delaware.

All Vendor(s) must carry (a), (b), and (c), and (d) at all times during the Contract term.

**Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:**

**State of Delaware/DNREC  
Division of Parks and Recreation, Office of Business Services  
NAT19004\_PROPERTY MANAGEMENT  
80 Kings Highway  
Dover, DE 19901**

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

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

**20. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor(s) shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

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

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**21. INDEMNIFICATION**

- a. **General Indemnification:** By submitting a proposal, the proposing Vendor(s) 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)'s its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
  
- b. **Proprietary Rights Indemnification:** Vendor(s) 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(s) in writing and Vendor(s) shall defend such claim, suit or action at Vendor(s)'s expense, and Vendor(s) 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(s) (collectively "Products") is or in Vendor(s)'s reasonable judgment is likely to be, held to constitute an infringing product, Vendor(s) shall at its expense and option either:

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

**22. FORCE MAJEURE**

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

**23. VENDOR(S) NON-ENTITLEMENT**

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

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

## 24. 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.

Provide complete accounting records, including receipts and disbursements quarterly to the Division at [Parks\\_OBS@delaware.gov](mailto:Parks_OBS@delaware.gov).

Provide a report of revenue and expenses broken out by property address, by month. Report is due within twenty (20) days of the end of the quarter.

A complete and accurate Usage Report (Attachment 8) 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 on this contract.** The reports shall be submitted and sent as an attachment to [Parks\\_OBS@delaware.gov](mailto:Parks_OBS@delaware.gov). Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. 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, Vendor(s) 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(s) 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 reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [Vendor\(s\)usage@state.de.us](mailto:Vendor(s)usage@state.de.us) on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

## 25. METHOD OF PAYMENT

The Vendor(s) will pay the State per the terms and conditions of the Contract.

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**26. SCHEDULE FOR PERFORMANCE OF WORK**

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

**27. VENDOR(S) 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(s) or its Subcontractor provided final fulfillment of the order. **Subcontractor, if any, shall be clearly identified in the Vendor(s)'s proposal by completing Attachment 7, and are subject the approval and acceptance of the Division of Parks and Recreation.**

**28. ENVIRONMENTAL PROCUREMENT REQUIREMENTS**

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

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

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

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: [Environmentally Preferred Purchasing Policy](#)

**29. PERSONNEL, EQUIPMENT AND SERVICES**

- a. The Vendor(s) represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Contract.
- b. All of the services required hereunder shall be provided by or performed by the Vendor(s) or under its direct supervision, and all personnel, including Subcontractor, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the services covered by this Contract shall be subcontracted without the prior written approval of the State. Only those Subcontractor identified in Attachment 7 are considered approved upon award. Changes to those Subcontractor(s) listed in Attachment 7 must be approved in writing by the State.
- d. Vendor(s) shall, upon written request from the Division, provide an employee list for all employees and Subcontractor/employees including name, title, function and qualification.

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**30. NON-DISCRIMINATION**

In performing the services subject to this RFP, Vendor(s) agrees that it will not discriminate against any employee or applicant because of race, creed, color or sex or national origin. Vendor(s) 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 the Contract.

**31. SOLICITATION OF STATE EMPLOYEES**

Vendor(s) shall not, directly or indirectly, solicit any employees of the State of Delaware to leave employment with the State of Delaware in order to accept employment with Vendor(s), its affiliates, actual or prospective Vendor(s), or any person acting in concert with Vendor(s), without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by Vendor(s) may result in rejection of Vendor(s)'s proposal.

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

**32. 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. Vendor(s) doing business with the State are encouraged to adopt fair background check practices. Vendor(s) can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**33. VENDOR(S) BACKGROUND CHECK REQUIREMENTS**

The 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 Vendor(s). 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(s) to penalty, including Contract cancellation for cause.

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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.

### 34. TERMINATION OF CONTRACT

The Contract awarded as a result of this RFP may be terminated as follows by the Division of Parks and Recreation.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor(s) fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor(s) 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(s) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

On receipt of the contract cancellation notice from the State, the Vendor(s) shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A Vendor(s) response shall not effect or prevent the Contract cancellation unless the State provides a written acceptance of the Vendor(s) response. If the State does accept the Vendor(s)'s method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor(s) must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor(s) successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor(s)'s proposed action plan and proceed with the original Contract cancellation timeline.

- b. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

### 35. CHANGES

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

### 36. DISPUTE RESOLUTION

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the

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parties 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, OMB 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 OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB 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. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**37. INTEREST OF VENDOR(S)**

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

**38. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced in whole or part under this Contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor(s) for anything other than their intended purpose under this Contract. The Vendor(s) shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

**39. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this Contract by the State, the Vendor(s) 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(s) 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(s) shall meet and confer about coordination of representation in such action.

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**40. TESTING AND INSPECTION**

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

**41. COVENANT AGAINST CONTINGENT FEES**

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

**42. GRATUITIES**

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

**43. AFFIRMATION**

The Vendor(s) 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.

**44. AUDIT ACCESS TO RECORDS**

The Vendor(s) 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(s) 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(s). Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor(s) 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(s), 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)'s financial records will be borne by the

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Vendor(s). Reimbursement to the State for disallowances shall be drawn from the Vendor(s)'s own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**45. REMEDIES**

Except as otherwise provided in this Contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor(s) arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**46. SUBCONTRACTS**

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

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

**47. AGENCY'S RESPONSIBILITIES**

The Agency shall:

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

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**48. CONTRACT DOCUMENTS**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor(s). In the event there is any discrepancy between any of these Contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Vendor(s) Proposal Response
- Special Instruction

**49. ASSIGNMENT**

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

**50. NOTICE**

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

**State of Delaware/DNREC  
Division of Parks and Recreation, Office of Business Services  
NAT19004\_PROPERTY MANAGEMENT  
89 Kings Highway  
Dover, DE 19901**

**51. VENDOR(S) 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(s). 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 Vendor(s) 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.

**52. 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.

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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(s) shall not use the State's seal or imply preference for the solution or goods provided.

**C. AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF PROPOSALS**

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

**2. MATERIAL GUARANTY**

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

**3. AWARD OF CONTRACT**

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

**4. EXECUTION OF CONTRACT**

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

**5. WARRANTY**

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

**6. THE CONTRACT(S)**

The Contract(s) with the successful Vendor(s) will be executed with the Division of Parks and Recreation acting for all participating governmental entities.

**7. INFORMATION REQUIREMENT**

The successful Vendor(s) shall be required to advise and provide the Department of Natural Resources and Environmental Control's Division of Parks and Recreation with the gross costs associated with this Contract.

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**VI. PROPOSAL REPLY SECTION**

**CONTRACT NO. NAT19004\_PROPERTY MANAGEMENT  
Rental Property Management Services**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation by **Thursday, May 17, 2019 at 1:00 P.M. (Local Time)** at which time bids will be opened.

**NO MANDATORY PRE-BID MEETING**

**Proposals must be mailed to:**

**State of Delaware/DNREC  
Division of Parks and Recreation, Office of Business Services  
NAT19004\_PROPERTY MANAGEMENT  
89 Kings Highway  
Dover, DE 19901**

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

**PUBLIC PROPOSAL OPENINGS**

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

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

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

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**Attachment 1**

**Contract No.:** NAT19004\_PROPERTY MANAGEMENT  
**Contract Title:** Property Management

**NO PROPOSAL REPLY FORM**

To assist us in obtaining good competition on our Request for Proposals, we ask that each Agency 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)'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: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Agency NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor(s)'s List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor(s)'s List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

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**Attachment 2**

**CONTRACT NO.:** NAT19004\_PROPERTY MANAGEMENT  
**TITLE:** Property Management

**DEADLINE TO RESPOND: May 17, 2019 at 1:00 PM (local time)**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor(s) 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-Vendor(s) to another Vendor(s) who also submitted a proposal as a primary Vendor(s) in response to this solicitation** submitted this date to the State of Delaware, the Division of Parks and Recreation.

It is agreed by the undersigned Vendor(s) that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor(s)'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, the Division of Parks and Recreation.

COMPANY NAME \_\_\_\_\_ (Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

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

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

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

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

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

COMPANY CLASSIFICATIONS:  CERT.NO: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[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 Agency, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

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

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

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



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**Attachment 4**

**Contract No.:** NAT19004\_PROPERTY MANAGEMENT  
**Contract Title:** Property Management

**COMPANY PROFILE & CAPABILITIES FORM**

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

1.	Provide business profiles and a brief history our your Agency in a manner that will support your Agency's ability to successfully meet the requirements of this RFP: <ul style="list-style-type: none"> <li>- Number of years in business</li> <li>- Number of years doing business in the State of Delaware</li> <li>- Number of employees and Property Managers(Full and Part time)</li> <li>- Type of business entity and principles (LLC, Sole Proprietor, Corporation, EIN#, D&amp;B#);</li> <li>- List parent company if applicable</li> <li>- <b>List current licenses, certifications and memberships</b> (e.g., Licensure for professions such as Broker, Associate Broker, Salesperson, REALTOR® Membership, Residential Management Professional, Certified Manager of Community Associations, Certified Property Manager awarded by the Institute of Real Estate Management, etc.)</li> </ul>
2.	Provide Agency Emergency Point(s) of Contact, include: Phone#; Cell # and/or Emergency Contact #. Describe your Agency's experience with providing Property Management Services to clients.
3.	Describe any awards, recognition in the last three (3) years.
4.	Describe your business management process and team structure.
5.	Please list the team personnel associated with this Bid including their position and a brief description of duties. If using subcontractor(s) under this Contract, please include their information as well. Provide certificate copies for any positions that require certifications/licenses or State or Federal accreditation/endorsement.
6.	Describe the skills, knowledge, instructional approach and techniques used for providing Property Management Services including: <ul style="list-style-type: none"> <li>- work plan</li> <li>- rental timelines</li> <li>- cleaning and maintenance action plan</li> <li>- well defined action plan describing Vendor(s)'s organization and method for providing the services as specified herein (include customer service, billing, payment processes/options, safety procedures and any other relevant Property Management Services to be provided)</li> </ul>
7.	Has Vendor(s) ever filed bankruptcy? If so, provide details.
8.	Describe any change in ownership or any planned changes in ownership in the next (3) years.
9.	List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the past ten (10) years and identify any awarded contracts or sales agreements your company has terminated as a result of litigation or dispute. For any

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	applicable occurrence list the company's name and the term of the Contract. For occurrences resulting in Contract termination, provide an explanation as to why the Contract was terminated.
10.	Please describe any incentives or promotions to be advertised to the public for the rental properties. How will these promotions be offered (signage, social media, customer emails, newspaper, radio, and/or sign postings)?
11.	<ul style="list-style-type: none"> <li>- provide a copy of your marketing/advertising plan for the term of the Contract</li> <li>- what strategies will be used to promote and increase property rentals and efficiently manage the Division owned rental properties?</li> <li>- include a list of any clubs, associations, memberships, partnerships or affiliations related to the services included in this Request for Proposal that your company is involved with or a member of</li> <li>- describe the product research, social media or other strategies used to best promote property rentals and Property Management services.</li> </ul>
12.	Sample Customer Rental Agreement.
13.	In response to the Division seeking Property Management Services for multiple properties across New Castle, Kent and Sussex Counties; please list the counties your Agency is interested in providing the requested services in.
14.	Please describe any contingencies your Agency has regarding the addition or removal of rental properties available to receive your Property Management Services.



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**Attachment 6**

Contract No.: **NAT19004\_PROPERTY MANAGEMENT**  
 Contract Title: **Property Management**  
**BUSINESS REFERENCES FORM**

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 the Contract(s).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor(s) (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor(s) (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor(s) (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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**Attachment 7**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR(S)</b>		
1. CONTRACT NO. <b>NAT19004_PROPERTY MANAGEMENT</b>	2. Proposing Vendor(s) Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**Use a separate form for each Subcontractor**

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**Attachment 8**

Department of Natural Resources and Environmental Control  
 Division of Parks and Recreation  
 Facility Management Services Rental History

Contract Number	FAC-DSSP-XXX-01-2019
Vendor Name	<i>vendor name</i>
Park name	DELAWARE SEASHORE
Date of report	JULY 15, 2019
Period of report	June-2019 (monthly )

SAMPLE REPORT - FOR ILLUSTRATIVE PURPOSES ONLY

Attachment 8

Rental Property	Rental Period Start	Rental Period End	Number of Days	Customer Data						Property Rental Fee	Additional Fees	Total Revenue	Reason for additional fee	Management Fee Earned
				Name	Address	City	State	E-mail	phone					
Coastal Highway	June 1, 2019	June 14, 2019	14	John Doe	Box 1	Dallas	TX	<a href="mailto:bigtex@gmail.com">bigtex@gmail.com</a>	444-555-9100	\$ 2,500.00	\$ 400.00	\$ 2,900.00	pet damage and extra cleaning	\$ 203.00
										\$ -		\$ -		example
										\$ -		\$ -		
									\$ 2,500.00	\$ 400.00	\$ 2,900.00		\$ 203.00	

**Note:** A copy of the current Usage Report will be sent by electronic mail to the Awarded Vendor(s).

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

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Attachment 9

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

<b>State of Delaware</b>																		
<b>Subcontracting (2nd tier) Quarterly Report</b>																		
<b>Prime Name:</b>						<b>Report Start Date:</b>												
<b>Contract Name/Number</b>						<b>Report End Date:</b>												
<b>Contact Name:</b>						<b>Today's Date:</b>												
<b>Contact Phone:</b>						*Minimum Required			Requested detail									
Vendor (s) Name*	Vendor (s) TaxID*	Contract Name/Number*	Vendor (s) Contact Name*	Vendor (s) Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid	

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor(s)

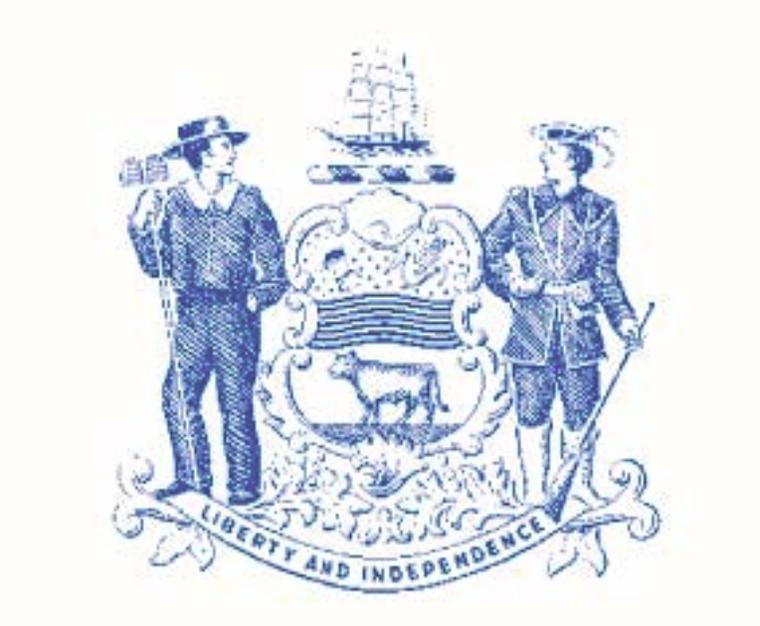
Completed reports shall be saved in an Excel format, and submitted to the following email address: [Parks\\_OBS@delaware.gov](mailto:Parks_OBS@delaware.gov)

**State of Delaware  
Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

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

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

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

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR(S) BID RESPONSE PACKAGES.**

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**Attachment 11a**

**PROPOSAL BOND WAIVED**

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**Attachment 11b**

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

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

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

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

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

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

**PRINCIPAL**

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

**SURETY**

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Attachment 12

**PROPOSAL REPLY REQUIREMENTS**

Item No.	Description	Included?? (check yes or no)
1.	Brief Vendor(s) Cover Letter including Vendor(s)'s experience, if any, providing similar services. The letter shall be <b>signed</b> by a representative who has the legal capacity to enter.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	Table of Contents clearly identifying the structure of the proposal and showing page numbers for each of the required components.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	<b>Four (4) paper copies</b> of the Vendor(s)'s proposal, <b>One (1) copy shall be marked "Master Copy"</b> and will contain <b>original signatures in ALL locations</b> . <b><u>This includes all Appendix B Tabs printed and all Forms required in the RFP.</u></b> Brochures are also required.  <b>PLEASE DO NOT PUT SUBMISSION DOCUMENTS INTO SHEET PROTECTORS.</b>  The Appendix B – Pricing Spreadsheet is available at the following website: <a href="http://www.bids.delaware.gov">www.bids.delaware.gov</a> Vendor(s) <b>MUST</b> provide copies of all pricing spreadsheet tabs.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	<b>Two (2) electronic</b> copies of the <b>complete Vendor(s)'s bid package</b> (submitted on CD/DVD media disk or USB flash drive). This means two (2) separate CD/DVD's or USB's must be submitted. If the paper copy of the proposal includes a printed catalog or brochure, an electronic version of the catalog or brochure must be included on the CD's. (If catalogs are not available in electronic version, then two (2) additional copies of the paper catalog must be provided).  <b>All copies must have completed Appendix B in <u>active EXCEL format</u>, Vendor(s)'s Proposal and Forms required in this proposal.</b>  Include Vendor(s) menus and brochures in pdf. Format on each CD or DVD. <b>VERIFY ALL CD/DVD MEDIA DISC WORK CORRECTLY FROM SEVERAL SOURCES PRIOR TO SUBMISSION.</b>  All documents in Vendor(s)'s proposal CD, <b>excluding Appendix B, Menus and Brochures</b> , should be scanned and saved as <b>one</b> PDF file. Please avoid saving individual pdf. pages of your proposal.	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	<b>(Attachment 2)</b> <b>One (1) complete</b> signed and <b>notarized</b> copy of the Non-Collusion agreement <b>MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	<b>(Attachment 3)</b> <b>One (1) completed</b> RFP Exception form – please check box if no information. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>

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7.	<b>(Attachment 4)</b> <b>One (1) completed</b> Company Profile and Capabilities form.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.	<b>(Attachment 5)</b> <b>One (1) completed</b> Confidential and Proprietary form – please check box if no information provided will be considered confidential or proprietary. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.	<b>(Attachment 6)</b> <b>One (1) completed</b> Business Reference form – please provide references other than State of Delaware contacts. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
10.	<b>(Attachment 7)</b> <b>One (1) complete</b> and signed copy of the Subcontractor Information Form for each Subcontractor – only provide if applicable. Click on N/A if not using Subcontractor.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
11.	<b>(Attachment 10)</b> <b>One (1) complete</b> OSD application ( <i>see <a href="#">link on Attachment 10</a></i> ) – only provide if applicable.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
12.	<b>(Attachment 12)</b> One (1) completed copy of this checklist filled out by the Vendor(s).	Yes <input type="checkbox"/> No <input type="checkbox"/>
13.	<b>Two (2) Copies</b> of each brochure.	Yes <input type="checkbox"/> <input type="checkbox"/>
14.	<b>One (1) copy</b> of Financial information (balance sheets and income statements) for the <b><u>past three years.</u></b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
15.	<b>One (1) certificate of insurance.</b> Please ensure you have the <b><u>correct insurance levels as specified in this RFP. DO NOT LIST THE STATE OF DELAWARE AS AN ADDITIONAL INSURED.</u></b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
16.	<b>Copies of certifications, licenses, memberships or certificates listed in the Vendor(s) proposal.</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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**APPENDIX A  
SCOPE OF WORK**

**I. INTRODUCTION**

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation, is seeking a qualified and competent Property Management Vendor(s) to manage their rental properties across New Castle, Kent and Sussex counties. The successful Property Management Vendor(s) will be granted a Contract herein for the provision to operate as a Property Manager for the Division's rental properties. Property Management Vendor(s) should prepare their proposals based on the requirements set forth in this RFP and Scope of Work.

The goal of the Division of Parks and Recreation is to procure a Property Management Vendor(s) that: (i) meets the needs of the Division's rental property management service requirements; (ii) the business and legal criteria set forth herein; (iii) ensure the Division continues to rent out its properties in New Castle, Kent and Sussex Counties; and (iv) advance the Division's ability to implement rental programs for the general public's use.

Further, the Division seeks to identify Vendor(s) that: (i) are capable of executing a Contract within the timeline provided; (ii) can deliver exceptional customer service on behalf of the Division and as demonstrated in the Property Management Vendor(s)'s submitted proposal and respective business portfolio; and (iii) continues to provide an economic engine to further achieve our financial objectives, while reducing overall overhead.

**II. BACKGROUND**

The Division owns properties available for rent by the general public throughout New Castle, Kent and Sussex counties. The Division, in its sole discretion, may offer additional rental properties and/or remove rental properties as needed, upon notice, to the awarded Vendor(s).

**III. OBJECTIVES**

- a. The Awarded Property Management Vendor(s)'s proposal and conceptual business portfolio shall provide for a safe, clean and enjoyable environment for daily, weekly, monthly or annual property rentals and ongoing maintenance as described herein.
- b. Vendor(s) shall submit a business portfolio that includes: (i) how they will maintain the integrity of the properties and collaborate with the Division to achieve the most effective results; and (ii) how they will ensure their services will provide a financial return on investment, whereby, boosting rental income and increasing the Division's revenues from the use of its properties.

**IV. FEE FOR SERVICES**

- a. The Awarded Property Management Vendor(s) shall receive a percentage commission of the occupant's gross payment from each rental. Vendor(s) shall state the percentage of compensation for services provided hereunder in the Appendix B, Pricing Spreadsheet. Vendor(s) shall list fees in area provided in Appendix B.

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- b. Vendor(s) shall not receive nor anticipate any additional compensation for expenses incurred or services rendered in the management of these properties, other than those expressly stated herein or included by addenda in the future.
- c. Vendor(s) agrees to provide, at its sole expense, all licenses, permits, equipment, supplies, materials, merchandise, transportation, and labor necessary for the satisfactory operation of property management, except for any particular items of which specific mention is made herein.
- d. Vendor(s) agrees to submit to: [OBS Parks@state.de.us](mailto:OBS_Parks@state.de.us), a mandatory services usage report once a month, by the 15<sup>th</sup> of each month, covering each day's operation under the Contract; plus a tabulated annual gross receipts report, for the period of operation on or before December 31<sup>st</sup> of each year.
- e. Vendor(s) will not pay the daily Park entrance fees for participation in Property Management Services; however it **is the expectation of the Division that all visitors to Delaware State Parks pay daily entrance fees where applicable or procure an annual park pass.**

**V. SCOPE OF SERVICES AND EXPECTATIONS**

- a. Conduct ordinary and usual business affairs of Division relating to the management, leasing and operation of the premises and shall implement, or cause to be implemented, the policies of Division for the conduct of such business affairs in accordance with the guidelines provided.
- b. Establish the property rental rates with clients at an appropriate market rental fee as agreed upon with the Division. The Vendor(s) shall offer a free consultation or competitive market analysis, by county, and provide personal guidance to maximize the Division's income.
- c. The Vendor(s) shall use commercially reasonable efforts to rent the properties on a daily, weekly, monthly or annual basis including, but not limited to: providing a comprehensive marketing program that includes a strategic search engine placement, specialized URLs, internet advertising, electronic and printed advertisements in local and national publications, social media, periodicals, signs, Chamber of Commerce partnerships and full color brochures containing professional photographs approved or provided by the Division of the rental properties.
  - i. The Vendor(s) shall be allowed to offer Flex Pricing for properties not rented within fourteen (14) days of check-in date. The Division must approve Flex Pricing discount rates.
  - ii. The Vendor(s) shall be allowed to offer guests early check-in (approximately Noon) if the property is available for occupancy (check-in day only).
- d. The Vendor(s) shall place Division-approved temporary rental signage on the property for advertisement purposes. Sign placement, lettering and décor or advertising content is limited to the County Board of Real Estate Commissions and applicable ordinances and must be in the best interest of the Division.
- e. Showing prospective tenants the properties and processing customer reservations.
- f. Perform all tenant screenings and ensure tenants can meet financial obligations to determine whether or not an applicant should be approved for Division rental properties.
- g. Utilize the best efforts to cause the premises to be rented and kept desirable to tenants.

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- h. The Vendor(s) shall ensure a seamless reservation process, collect rental deposits, rental fees and damage deposits (and any other miscellaneous amounts due from the client on behalf of the Division, and electronically deposit the proceeds into the Division bank account as provided in the Property Manager/Division Real Estate Rental Agreement. Submit quarterly reports to the Division of income and expense receipts for the preceding calendar quarter.
- i. Inform the Division in a timely manner if tenant becomes delinquent in submitting rent or other income due from the premises.
- j. Promptly manage and respond to complaints, requests from tenants, and all client disputes (including payment issues) in a professional manner. Any major complaint must be communicated to the Division in a timely manner. A major complaint shall mean plumbing leaks, such as sewage overflowing into the property; plumbing blockage; failure of HVAC system; pest invasion; escape of gas or fumes; electrical fittings in contact with water; outside doors that need secured; burst storage tanks, cylinders or pipes; failure of all lights or all power; hot water heater failure; mold; and roof leak. This list is not meant to be exhaustive, but gives a list of some items considered major or immediate.
- k. Deposit Gross Revenues collected from client(s) into a special escrow or trust account in a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "FDIC").
- l. Deposit funds of Division into said Escrow or Trust account and draw on such account any payment to be made by Property Management Vendor(s) to discharge any of the liabilities or obligations incurred by the Property Management Vendor(s) pursuant to an Agreement.
- m. Vendor(s) shall maintain complete, detailed and legible records and accounts as they pertain to all properties managed. Internal control procedures implemented by Vendor(s) shall be adequate to insure that all revenue is accounted for and provides a simple and clear audit trail. Records to be maintained by Vendor(s) and returned to Division at termination of Contract shall include all occupant payment receipts to present, records of all escrowed monies whether for security deposits or scheduled repairs, insurance settlements, prospective occupant list and applications, policies in force, occupant agreement files with all correspondence, property insurance records, and other records as deemed necessary by Division. Vendor(s) shall not destroy nor remove any records, files, or correspondence without Division pre-approval in writing
- n. Provide twenty-four (24) hour emergency response for repair services to the properties.
- o. Vendor(s) shall report any maintenance issues to the Division in order to arrange repairs with approved State Vendor(s). All repair personnel shall be experienced, licensed, and insured to perform work on State-owned property.
- p. Vendor(s) shall NOT incur any expense above two hundred and fifty dollars (\$250.00) without prior approval from the Division. In the event of an emergency, Division approval is not required where immediate repairs are required to preserve the property, continue essential services to the property or avoid danger to life or property, or to comply with federal, state and local laws. Upon approval and receipt of a Purchase Order, the Property Management Vendor(s) shall arrange all repairs, replacements and decorating necessary to maintain property in its present condition and for the operating efficiency of said property.
  - 1. Maintenance, replacement or repair which does not exceed two hundred and fifty dollars (\$250.00) may be made by the Property Management Vendor(s) from the operation or expense account at the Division's expense without prior notice to the Division. All expenses,

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reimbursements and distributions shall be included in the required reporting from the Vendor(s).

- q. Vendor(s) must notify the Division immediately of any fire, accident, or other casualty, condemnation proceedings; rezoning or other governmental order, lawsuits or threat thereof.
- r. Vendor(s) shall inspect rental properties for damages upon renters vacating the property and managing any costs to repair or replace unit items. These inspections should include, but are not limited to: checking keys, cable/internet services as applicable, bathroom facilities, bedding, screening, smoke detectors, pet stains, yard care, etc.
- s. Vendor(s) shall provide interior rental property cleaning services on a daily, weekly, monthly or annual basis, depending on the term of the lease. Property Manager shall ensure any carpet stains or any unsightly soiled spots are cleaned professionally prior to renting to new clients. Property Management Vendor(s) shall notify the Division if professional cleaning does not eradicate the stain.
- t. Vendor(s) shall ensure that cleaning services include pest control inspection, to include, but not limited to: fleas, roaches and bed bugs. For bed bugs, the rental property must be thoroughly inspected after each rental of the property. Property Management Vendor(s) shall notify the Division immediately if it is determined that there is a bed bug infestation.
- u. Keep premises in clean and sanitary condition and to make (or cause to be made) all repairs, alterations, replacements, and installations, do all landscaping<sup>1</sup>, and purchase all supplies necessary for the proper operation of the premises.
- v. Vendor(s) shall ensure client trash and recyclables are removed and disposed of in accordance with local ordinances. This shall be accomplished a minimum of twice a week during rentals.
- w. Hire, supervise and terminate independent Vendor(s) or Property Management Vendor(s) personnel, if any, reasonably required in the operation of the rental property. Select, employ, pay, supervise, direct and discharge all employees necessary for the management, operation, and maintenance of premises. All Subcontractor must be approved by the Division.
- x. Promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all Federal, State and municipal or other government authorities.
- y. Vendor(s) shall safeguard client information.
- z. Maintain accurate records of all moneys received and disbursed in connection with the management of the rental properties and such records shall be available for auditing at the discretion of the Division.

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<sup>1</sup> Landscaping responsibilities will vary depending on property location. Planting of foliage will be done only by prior approval of Division.

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**VI. MARKETING, SOCIAL MEDIA, AND PROMOTION PLANS; SIGNS AND ADVERTISING:**

- a. The Vendor(s) is encouraged to work with the Division of Parks and Recreation on a marketing and promotion plan for each calendar year. The agreed upon marketing plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with individual state parks or facilities. Copies of the publications promoting the properties shall be made available to the Park Management for distribution.
- b. The Vendor(s) agrees not to use signs or any other means of soliciting business without the initial approval of the Division. Logos, advertisement examples and Marketing Plan shall be submitted to the Division for approval prior to publication. Vendor(s) shall not be required to submit every subsequent advertisement or special promotion provided that Vendor(s) remains within the same theme.
- c. At no time shall Vendor(s) post or advertise media containing negative or controversial information that could be damaging to the Division or the State of Delaware.
- d. The Division, through their authorized agents, reserves the right to prohibit the erection, display or use of signs which are not in keeping with the park area. Permission must be granted by the Division or their authorized agents prior to the erection, display or use of signs. The Division also reserves the right to designate the type, size, wording, color and number of signs requested by the Vendor(s).
- e. Any signs authorized by the Division shall become the property of the Division, if not removed by the Vendor(s) after reasonable notice from and at the direction of the Division.

**VII. EMERGENCIES:**

Vendor(s), and the Division or their designated agent(s), shall be available by phone twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term of the Contract. Information on how to contact the Vendor(s) or their designee is to be provided as part of Vendor(s)'s proposal (Attachment 4).

**VIII. RESPONSIBILITIES OF THE VENDOR(S)**

Vendor(s) shall be responsible for the following:

- a. The Property Management Vendor(s), its employees, and independent Vendor(s) shall be responsible for leasing and managing designated properties for the Division in the best interest of the State of Delaware and per the Division's goals for the properties. Property Management Vendor(s) shall adhere to all terms and conditions included in this RFP.
- b. Vendor(s), its employees, and independent Vendor(s) shall at all times be licensed or certified to lease and/or manage real property in the State of Delaware. Property Management Vendor(s) must comply with all applicable laws, including performing all aspects of the residential and commercial real estate functions as required by State Statutes, the rules and regulations of the National Association of Realtors, Delaware Real Estate Commission and the local County Real Estate Commission (e.g., Kent County Board of Realtors).
- c. Vendor(s) must follow all regulations listed within 24 Del. C. Ch. 29 Real Estate Services, Brokers, Associate Brokers and Salespersons.

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- d. Vendor(s), their agents and/or staff shall be innovative, knowledgeable and professional at all times when dealing with the public, Division and Park personnel.
- e. Vendor(s) shall ensure client(s) lease includes a “No Smoking” policy and smoke damage is included in the security deposit.
- f. Vendor(s) shall ensure client(s) lease includes a “No Pets” policy and pet damage is included in the security deposit.

**IX. DIVISION RESPONSIBILITIES**

- a. Division shall provide Park access to the rental properties.
- b. Division shall provide utilities (Electric, Gas, Propane, Fuel), water and sewer, cable/internet services, and trash removal/recycling. Division shall provide trash receptacles and recyclable containers for rental properties.
- c. Division shall provide repair and maintenance services for heating, air conditioning equipment (filter replacement, cleaning, etc.), plumbing, electrical and lighting systems. Division shall service the HVAC system annually.
- d. Division is responsible for the rental property exterior structure (including downspouts and gutters, caulking, putty, glazing, or weather stripping), grounds, parking area and maintenance of ice and snow removal, unless in the case of a long-term rental, removal at the expense of renter.
- e. Division shall provide tree care.
- f. Division shall provide annual termite inspections.
- g. Division shall provide rental property furnishings (only for those properties already furnished) and household items, including, but are not limited to:
  - 1. Furniture for each room to accommodate the number the property sleeps.
  - 2. Pillows, mattress pads, bedspreads or comforters.
  - 3. Refrigerator, range, oven, microwave, coffeemaker, and toaster.
  - 4. Pots, pans and twice the amount of kitchenware (i.e., plates, glasses and silverware) as the number of guests which the property sleeps.
  - 5. Smoke detectors, one (1) on each floor at a minimum.
- h. Division, in its sole discretion and based on availability, may remove certain rental dates, from the rental agreement list of dates provided to Property Manager, for programming enterprise functions. Division will not incur any fees or charges from the Property Manager for the dates impacted.
- i. Division shall have the right to enter the premises at reasonable hours to make inspections, alterations, or repairs to the building or the premises upon notification. In event of an emergency,

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Division shall have the right of entry at any time and may perform any acts related to safety, protection, preservation or improvement of the rental property.

- j. Division shall make available to the Property Management Vendor(s) all data, records or documents pertaining to the rental properties which Property Manager may require to properly to exercise its Broker fiduciary duties under a rental agreement (e.g., property disclosure form; lead-based paint disclosure for residential properties built prior to 1978).

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**APPENDIX B**  
**Pricing Forms**

Refer to the Pricing Spreadsheet included in this RFP posting available at <http://bids.delaware.gov/>.

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**CURRENT PROPERTY AVAILABLE**

Appendix C – SUSSEX COUNTY  
 22219 Coastal Highway  
 Dewey Beach, Delaware

Bedrooms:	3
Baths	2
1st BR	1 King
2nd BR	1 Queen
3rd BR	1 Double/twin bunk
Living Area	Queen sofa bed
Maximum Sleeping Capacity	8
Water Views	Oceanfront
Off Street Parking	4
Outside Shower	Not Enclosed
Appliances	4 tvs, dishwasher, microwave, toaster, coffee maker, DVD, vacuum, iron, ironing board, blender
Internet	Wireless
Cable	Satellite
Grill	Gas
Deck	Yes - oceanfront
Heat	Electric baseboard
AC type	Central Air
Pet friendly	No



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