

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE TEMPORARY PROJECT REPRESENTATIVE
AND ASSOCIATED ADMINISTRATIVE SUPPORT SERVICES
ISSUED BY DELAWARE'S DIVISION OF FACILITIES MANAGEMENT
CONTRACT NUMBER: OMB11001-PROJECT_MGMT**

I. Overview

The State of Delaware Office of Management and Budget, Division of Facilities Management seeks temporary project representatives and associated administrative support services. This Request for Proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Public Notice	Date: June 30, 2011
Written Questions Due No Later Than	Date: July 8, 2011
Written Answers Due/Posted To Website No Later Than	Date: July 15, 2011
Deadline for Receipt of Proposals	Date: No later than 1:00 PM EST on July 25, 2011

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 July 8, 2011. All questions will be answered in writing by July 15, 2011 and posted on www.bids.delaware.gov and www.dfm.delaware.gov. 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.

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

CONTRACT NO. OMB11001-PROJECT_MGMT

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES" for temporary project representatives and associated administrative support services. The proposal consists of the following documents:

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES - CONTRACT NO.: OMB11001-PROJECT_MGMT

- I. Introduction
- II. Scope of Services
- III. Positions and Classifications
- IV. Required Information
- V. Professional Services Administrative Information
- VI. Proposal Reply Section
 - a. Attachment 1 – Confidentiality and Proprietary Information
 - b. Attachment 2 – Exceptions
 - c. Attachment 3 – Business References
 - d. Attachment 4 – No Proposal Reply Form
 - e. Attachment 5 – Non-Collusion statement
 - f. Attachment 6 – Monthly Usage
 - g. Attachment 7 – Subcontracting (2nd tier spend) Report
 - h. Attachment 8 – Company Profile and Capabilities
 - i. Attachment 9 -Office of Minority and Women Business Enterprise Certification Application
 - j. Appendix A – Pricing Form and Instructions

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by **July 25, 2011 at 1:00pm Local Time** to be considered.

Proposals must be mailed to:

**Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904 - 8202**

II. Scope of Services and Expectations

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

The selected vendor(s) must be able to provide qualified staff to:

Construction Project Manager:

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

Architect:

This position involves performing technical administrative work involving project management, review and approval, and technical assistance in support of building operational systems in new or remodeled State buildings.

- Provides pre-design services, planning, programming, development of scopes of work and construction cost estimates for facility construction and renovation projects for all State building projects including correctional, higher education, health, office, recreational, court and residential facilities.
- Provides recommendations and guidance to state officials including agency heads for the review, development and coordination of various types of State construction, planning and renovation projects.
- Ensures compliance with applicable building and construction codes as they relate to the life safety, height and area standards, and means of egress and barrier removal.
- Analyzes the long range space and project funding needs for the Division of Facilities Management and other State agencies.
- Negotiates space requirements and design standards with other State agency clients. Negotiates contracts for architectural services serving Agencies State wide and individually.
- Prepares reports correspondence, design review of specs, drawings, bidding packages for State agencies lacking engineering support.
- Develops and draws final architectural space design plans for new and renovation projects. Must be proficient in the use of AutoCAD software.
- Draws final architectural space design plans for new and renovation projects and architectural drawings for small building and minor capital improvement projects.

- Possesses skill in analyzing building and interior space designs, evaluating alternatives and providing cost-effective solutions. Has the ability to develop good working relationships with people of diverse backgrounds and capabilities.

Building Support Systems Engineer:

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

Environmental Health Specialist:

- Performs technical work of a comprehensive nature involving data collection and research analysis used to determine and implement control measures.
- Work includes collecting samples of dust, gas, vapors and other potential toxic materials for analysis; investigating the adequacy of ventilation, equipment, materials and other conditions which may affect employees, health, comfort or efficiency.
- Be able to conduct building surveys to determine safety limits of exposure to materials or conditions such as temperatures, noise, dust fumes, vapors, mists, gases, solvents, and radiation which are known or suspected of being real or potential detriments to health.
- Collaborate with other technical professionals to institute control and remedial measures;
- Provides technical guidance to management labor organizations, governmental agencies regarding health related problems as well as participating in educational meetings to instruct employees in matters pertaining to occupational health and prevention of accidents. This job requires knowledge of occupational safety and health laws, rules, regulations, standards, policies, and procedures. Inspection of asbestos abatement projects for compliance will be emphasized.

In addition to all other information required within this RFP, Vendors are requested to provide the following in their proposal:

1. Invoicing. Please provide a detailed description of your agency's invoicing procedures. Topics of particular interest include: Your agency's ability and willingness to use a standardized State timesheet (see attached Appendix – Sample State Timesheet) and your agency's weekly payroll timing, including deadlines for submission of timesheets.

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

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

Vendors should be aware of the following expectations regarding their staff assigned under this contract:

- a) The selected Vendor's staff is expected to conduct themselves in a professional manner.
- b) Selected Vendor is expected to provide an acceptable replacement for any assigned Vendor staff that are unable or unavailable to provide the contractual services.
- c) Vendor's staff must be respectful of all State employees with whom they interact. The State reserves the right to request removal by the selected Vendor of any candidate or assigned Vendor's staff that does not exhibit common courtesy and cordiality towards State employees or representatives of the State.
- d) Use of illegal drugs and/or alcohol is prohibited. Should any of Vendor's staff be found to have violated this prohibition, the State reserves the right to have the staff member removed and replaced immediately.
- e) Vendor's staff is expected to dress professional and appropriate for their assignment. Where an I.D. badge is required, the badge MUST be turned in at the end of the assignment. The selected Vendor will be held accountable for the return of the badge and financially responsible for the costs incurred for card replacement.
- f) The selected Vendor in each category will be given a reasonable time as determined by the agency to fill a job order. In the event that the selected Vendor cannot fill the job order within a reasonable time as determined by the requesting agency, the requesting agency reserves the right to cancel the order and obtain the services on the open market.

It is the State's intention, in all cases where possible and regardless of the size of the order, to provide timely and reasonable notice to the selected Vendor concerning orders placed with them. In an emergency situation where the requirement to fill a job is less than the normal response time and the selected Vendor cannot fill the order, the requesting agency can cancel the order and place it with another vendor.

- g)** Vendor must seek prior approval from the State for payment of additional time, including overtime, on any individual project.
- h)** The State will hold the selected Vendor(s) liable for fraudulent or over-reporting of hours worked.
- i)** The selected Vendor is responsible to assure only qualified personnel are provided under this contract, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks including criminal background checks on all applicants prior to filling any State of Delaware position. All costs associated with skills and background verification shall be paid by the selected Vendor.

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

All potential selected Vendors' staff are required to be fingerprinted and from this a criminal history record is obtained. Fingerprinting is available at the location below or any Delaware State Police Troop, Monday through Friday, 9:00 a.m. - 3:00 p.m.

Division of State Police
Bureau of Identification
Route 13
Dover, DE 19901
Contact: Captain John W. Ford
Phone: (302) 739-5872
Cost: \$25.00 per person

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

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

The State reserves the right to reject any potential Vendor staff member for assignment based on the background check.

- j)** The vendor will provide the Division of Facilities Management with a pool of resumes for review. The Division of Facilities Management will choose potential candidates and will have the option to interview candidates before selection.
- k)** Vendor will waive any separation fee provided an employee works for both the vendor & hiring agency, continuously, for a 3 month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second (2) month if it is the State's intention to hire.

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

II. Required Information:

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

A. Minimum Requirements

1. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00

B. General Evaluation Requirements

1. Experience and Reputation. The demonstrated experience base and business profile.
2. *Expertise (for the particular project under consideration)*
3. Vendor capacity to meet requirements (size, financial condition)
4. Demonstrated ability to provide the required resources
5. Familiarity with public works and its requirements
7. Thoroughness and completeness of the proposal relative to the requirements
8. Rate structure
9. Service and Quality Assurance Program
10. References
11. Consideration for assimilation of existing assigned resources

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form only through the State of Delaware; The Department of Facilities website at www.dfm.delaware.gov and the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981 and 6982 (a).

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware.

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

NAME: Ken Starke
DEPARTMENT: Division of Facilities Management
ADDRESS: Thomas Collins Building
540 S. DuPont Highway
Dover, DE 19901
EMAIL: ken.starke@state.de.us

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

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - 3) has violated ethical standards set out in law or regulation; and
 - 4) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

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

contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM EST on July 25, 2011**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

DEPARTMENT: Government Support Services
ADDRESS: 100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM EST on July 25, 2011**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through October 31, 2011. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

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

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 1 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.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 1 should be completed by checking the appropriate box found at the top of the attachment.

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement.

The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

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

b. Multiple Proposals

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

13. Discrepancies and Omissions

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

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

14. State's Right to Reject Proposals

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

15. State's Right to Cancel Solicitation

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

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract.

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

16. State's Right to Award Multiple Source Contracting

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

17. Notification of Withdrawal of Proposal

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

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

18. Addenda to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov and www.dfm.delaware.gov. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

19. Exceptions to the RFP

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 2. All exceptions must be listed on Attachment 2. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 2.

20. Award of Contract

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

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

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

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

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

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

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

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

2. Proposal Selection Criteria

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

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and

responsible contractor and participate in the Proposal Evaluation Team’s consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

a. Criteria Weight

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

Criteria	Points
Experience and Reputation. The demonstrated experience base and business profile.	20
Expertise (for the particular project under consideration)	20
Vendor capacity to meet requirements (size, financial condition)	20
Demonstrated ability to provide the required resources	20
Familiarity with public works and its requirements	20
Thoroughness and completeness of the proposal relative to the requirements.	20
Rate structure (e.g. mark-up)	15
Service and Quality Assurance Procedures	15
References	10
Consideration for assimilation of existing assigned resources	10
Total	170

3. Proposal Clarification

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

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits. Business references are to be provided via Attachment 3.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and the State, in addition to related project management resources shall be for three (3) years with two extensions for a period of one (1) year each upon thirty (30) days written notice at the discretion of the State.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor.

Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

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

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

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

All vendors must complete and submit with its proposal the non-collusion statement with original signatures that is enclosed with this Request for Proposal labeled as Attachment 5. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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

5. General Contract Terms

a. Independent contractors

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

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

b. Non-Appropriation

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

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the

process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

d. Notice

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

NAME: Ken Starke
DEPARTMENT: Division of Facilities Management
ADDRESS: Thomas Collins Building
540 S. Dupont Highway
Dover, DE 19901

e. Indemnification

1. General Indemnification.

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

2. Proprietary Rights Indemnification

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

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

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

f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

- | | | | |
|-----|---------------------------------|--------------------------------|--------------------------|
| a) | Comprehensive General Liability | \$1,000,000 | |
| and | b) | Medical/Professional Liability | \$1,000,000/ \$3,000,000 |
| or | c) | Misc. Errors and Omissions | \$1,000,000/\$3,000,000 |
| or | d) | Product Liability | \$1,000,000/\$3,000,000 |

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

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

- | | | |
|----|--|---------------------|
| e) | Automotive Liability (Bodily Injury) | \$100,000/\$300,000 |
| f) | Automotive Property Damage (to others) | \$ 25,000 |

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

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Costs and Payment Schedules

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

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

i. Penalties

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

j. Termination for Cause.

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

k. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is

useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

l. Non-discrimination

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

m. Covenant against Contingent Fees

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

n. Vendor Activity

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

o. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State.

The vendor will seek written permission to use any product created under the contract.

p. Contract Documents

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

will constitute the entire agreement between the State of Delaware and the vendor.

q. Applicable Law

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

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

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

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

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

r. Scope of Agreement

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

s. Other General Conditions

- (1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

- (3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

2. RFP Reference Library

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

3. Definitions of Requirements

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

4. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months.

Unreleased or beta test hardware, system software, or application software will not be acceptable.

5. Required Reporting

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

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all services on this contract. The reports (Attachment 6) shall be submitted electronically in EXCEL and sent as an attachment to ken.starke@state.de.us. It shall contain the six-digit department and organization code.

Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 2.

2nd tier reports (Attachment 7) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at:

http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and OMWBE

Executive Director at vendorusage@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.

6. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall

be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

V. **PROPOSAL REPLY SECTION for CONTRACT NO.: OMB11001-PROJECT MGMT**

**TEMPORARY PROJECT REPRESENTATIVE AND ASSOCIATED ADMINISTRATIVE
SUPPORT 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, Government Support Services by **July 25, 2011 at 1:00 PM (Local Time)** at which time bids will be opened.

Proposals must be mailed to:

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

Contract No. OMB11001-PROJECT_MGMT

Contract Name: **TEMPORARY PROJECT REPRESENTATIVE AND ASSOCIATED ADMINISTRATIVE SUPPORT SERVICES**

Business References

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

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

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

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

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

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

STATE OF DELAWARE
Division of Facilities Management

NO PROPOSAL REPLY FORM

CONTRACT NO.: OMB11001-PROJECT_MGMT

CONTRACT TITLE: TEMPORARY PROJECT REPRESENTATIVE AND ASSOCIATED ADMINISTRATIVE SUPPORT SERVICES

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

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

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

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

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

FIRM NAME	SIGNATURE
-----------	-----------

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

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

OPENING DATE: July 25, 2011

Attachment 5

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____ Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE
 (Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

PURCHASE ORDERS SHOULD BE SENT TO:
 (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Contract No. OMB11001-PROJECT_MGMT

Contract Name: **TEMPORARY PROJECT REPRESENTATIVE AND ASSOCIATED ADMINISTRATIVE SUPPORT SERVICES**

PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

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

1.	Please provide a description of your company's pre-testing procedures. Include detailed descriptions of any aptitude or skills tests that are administered prior to qualifying any employee for a particular position.

2.	Please describe the methods you recommend to resolve issues with staff or agency performance.

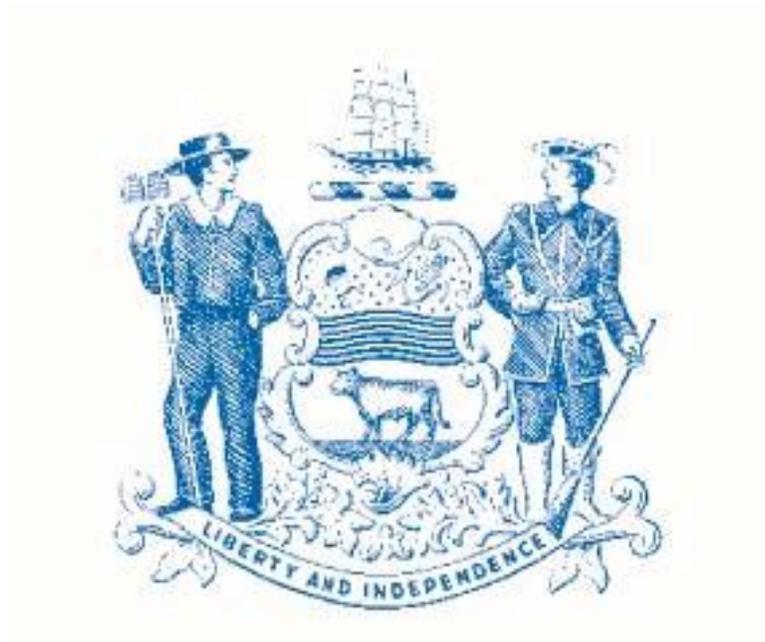
3.	Provide the name, description and approximate size in revenue received from each governmental account, including current accounts and those ended within the last twelve months. Please limit the number to ten (10) if your company has such accounts. As an example: State of Florida, DMV, current account, \$100,000 received in 2010.

OMWBE Certification Application found here:

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

II. State of Delaware

III. Office of Minority and Women Business Enterprise Certification Application



Complete application and send via email, fax or mail to:

Office of Minority and Women Business Enterprise (OMWBE)

100 Enterprise Place Suite # 4 Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: deomwbe@state.de.us

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>