

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
PROPERTY MANAGEMENT SUPPORT
ISSUED BY OFFICE OF MANAGEMENT AND BUDGET, DIVISION OF FACILITIES
MANAGEMENT
CONTRACT NUMBER OMB18001-PROPERTY_MGT**

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I. Overview

The State of Delaware Office of Management and Budget (OMB), Division of Facilities Management (DFM) seeks professional services to enhance staff resources managing the State's real estate portfolio. 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	June 11, 2018
Mandatory Pre-Bid Meeting	10:00am June 19, 2018
Deadline for Questions	4:00pm June 20, 2018
Response to Questions Posted by	June 27, 2018
Deadline for Receipt of Proposals	3:00 pm July 11, 2018
Estimated Notification of Award	TBD

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

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Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States.

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

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has been scheduled for 10:00am Tuesday, June 19, 2018. Meeting will be held at the Thomas Collins Building, Third Floor, Division of Facilities Management (540 S. Dupont Hwy. Dover, DE 1990. Vendors arriving more than 5 minutes late will not be permitted into the meeting. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

II. Scope of Services

DFM is issuing this Request for Proposal (RFP) in order to engage a Vendor(s) to enhance staff resources managing the State's real estate portfolio. The Vendor(s) will be required to implement industry best practices while complying with all applicable legal requirements. The Vendor(s) will partner with OMB in lease negotiations and administration, portfolio and facility management, asset management, and other additional services.

The technical requirements of this RFP are stated in Appendix B.

III. Required Information

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

A. Minimum Requirements

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

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).

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5. Vendor must have a full service office and be able to respond to a meeting request within two (2) hours to the DFM Thomas Collins Building location in Dover, Delaware.

B. General Evaluation Requirements

1. Vendor Experience – The quality and extent of the Vendor’s relevant experience (including that of its proposed employees) and length of service in the industry demonstrating its ability to perform the required services.
2. Scope of Services – Completeness of accomplishing the scope of services and the extent the Vendor meets the goals and requirements of the RFP.
3. Cost Proposal

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Courtney McCarty
OMB, Government Support Services (GSS)
100 Enterprise Place, Suite 4
Dover, DE 19904
Courtney.McCarty@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.

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5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

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

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

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2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. OMB reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. One of the paper copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Vendor signature. The remaining paper copy does not require original signatures. CD, DVD media disk or USB memory stick must contain the proposal response, excluding Appendix C, saved in PDF format. Appendix C Excel sheets is to be saved in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **3:00 PM (Local Time) on July 11, 2018**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Courtney McCarty
OMB, Government Support Services (GSS)
100 Enterprise Place, Suite 4
Dover, DE 19904

Vendors are directed to clearly print "BID ENCLOSED" and "CONTRACT NO. OMB18001-PROPERTY_MGT" on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. 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 December 31, 2019. The State of Delaware reserves the right to ask for an extension of time if needed.

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6. Late Proposals

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

7. Proposal Opening

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

The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with *29 Del. C. 100*.

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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

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

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

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

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

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "prime contractor". The "prime contractor" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and

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financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

a. Primary Vendor

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

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

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

b. Sub-contracting

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

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

c. Multiple Proposals

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

14. Sub-Contracting

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

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

15. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **4:00pm June 20, 2018**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **June 27, 2018**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

16. State's Right to Reject Proposals

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

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware

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makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

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

19. Potential Contract Overlap

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

20. 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.

21. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. Exceptions to the RFP

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

23. Business References

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

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24. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in *29 Del. C. § 6981 and 6982*. Professional services for this solicitation are considered under *29 Del.*

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C. [§6982\(b\)](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director, Office of Management and Budget, Division of Facilities Management, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. [§6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

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

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Criteria Weight

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

Criteria	Weight
Vendor Experience – The quality and extent of the Vendor’s relevant experience (including that of its proposed employees) and length of service in the industry demonstrating its ability to perform the required services.	30
Scope of Services – Completeness of accomplishing the scope of services and the extent the Vendor meets the goals and requirements of the RFP.	40
Cost Proposal	30
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor’s capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

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

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V. Contract Terms and Conditions

1. Agency Contract

This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by 29 Del. C. [§ 6910](#).

2. Cooperative Use of Award

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

3. General Information

- a. The term of the contract between the successful Vendor and OMB shall be for two (2) years with two (2) optional extensions for a period of one (1) year for each extension.
- b. RESERVED
- c. The selected Vendor will be required to enter into a written agreement with OMB. OMB 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 OMB. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- d. The selected Vendor or Vendors will be expected to enter negotiations with OMB, 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.
- e. RESERVED
- f. No Vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the contract specifications and the special instructions, once it is received by the awarded Vendor.
- g. RESERVED.
- h. OMB 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.

4. 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.

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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.

5. 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.

6. 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.

7. General Contract Terms

a. Independent Contractors

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

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

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

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

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

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c. ACA Safe Harbor

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

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

d. Licenses and Permits

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

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

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

e. Notice

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

**OMB, DFM
540 S. Dupont Highway, Suite 1
Dover, DE 19901
Attn: Donna Diaz and Michael Svaby**

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f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

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

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

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

g. Insurance

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

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3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate
 - c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
 - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
 - ii. Automotive Property Damage (to others) - \$25,000
 4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
 5. The State of Delaware shall not be named as an additional insured.
 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- h. Performance Requirements**
The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

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i. BID BOND

There is no Bid Bond Requirement.

j. PERFORMANCE BOND

There is no Performance Bond requirement.

k. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

l. Warranty

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

m. Costs and Payment Schedules

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

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

n. Liquidated Damages

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

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o. Dispute Resolution

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

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by OMB, Division of Facilities Management.

1. Termination for Cause

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

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance

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of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

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

3. Termination for Non-Appropriations

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

q. Non-discrimination

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

r. 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.

s. 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.

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Failure to adhere to this requirement is cause for elimination from future consideration.

t. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of OMB, Division of Facilities Management.

u. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. Fair Background Check Practices

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

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

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

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

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

x. RESERVED

y. 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.

z. 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.

aa. Applicable Law

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

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

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

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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.

bb. 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.

cc. Assignment Of Antitrust Claims

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

dd. 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.

ee. Affirmation

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

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ff. 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.

gg. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

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- 10. Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- 11. Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number OMB18001-PROPERTY_MGT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
- 12. Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 13. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

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

2. Definitions of Requirements

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

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by 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.

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VII. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Cost Proposal

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

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

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

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

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@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.

NO PROPOSAL REPLY FORM

Contract No. OMB18001-PROPERTY_MGT
Contract Title PROPERTY MANAGEMENT SUPPORT

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

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

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

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

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

FIRM NAME

SIGNATURE

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

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

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

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Attachment 2

CONTRACT NO.: OMB18001-PROPERTY_MGT
CONTRACT TITLE: PROPERTY MANAGEMENT SUPPORT
DEADLINE TO RESPOND: July 11, 2018 at 3:00 PM (Local Time)

NON-COLLUSION STATEMENT

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

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

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Division of Facilities Management.

COMPANY NAME _____	Check one)		Corporation
NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) _____			Partnership
			Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

	Certification type(s)	Circle all that apply
COMPANY CLASSIFICATIONS: CERT. NO.:	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 firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
OFFICE OF MANAGEMENT & BUDGET, DIVISION OF FACILITIES MANAGEMENT

Attachment 5

Contract No. OMB18001-PROPERTY_MGT
Contract Title PROPERTY MANAGEMENT SUPPORT

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 provide a separate list of the contract(s).

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. OMB18001-PROPERTY_MGT	2. Proposing Vendor 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		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
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

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required			Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor 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	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

**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@state.de.us
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 BID RESPONSE PACKAGES.
AGENCY MAY REMOVE THIS PAGE IN ITS ENTIRETY IF NO BOND IS REQUIRED**

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Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

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

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining Vendor proposal package shall identify how the Vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation, using Appendix C. Additional alternative offerings may be proposed based on best value separately.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Proposal marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**. All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

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

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the Vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the Vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

I. INTRODUCTION

A. Background

The Office of Management and Budget (OMB), Division of Facilities Management (DFM) is responsible for management of space owned and leased by the State, as well as for providing design and construction services for governmental entities. These include identifying and providing public or private space for agency use, providing space planning and construction oversight, and as appropriate, working with Surplus managing the sale of state surplus lands and properties.

DFM's current leased real estate portfolio consists of 117 properties that account for 1,561,084 square feet with a current value of \$27M. Of the 117 leased properties, 78 leases will be expiring within the next five (5) years.

In accomplishing DFM's core responsibilities, DFM provides comprehensive real property services such as lease negotiations, space planning, appraisals, surveys, title research, and environmental assessments. DFM team is responsible for the administration and daily operations of all DFM-owned and managed state office buildings. The DFM Engineering team provides a full range of high quality architectural, engineering and construction management services to state agencies.

Delaware owns extensive real estate assets used for diverse purposes including, but not limited to, government office buildings; educational institutions; health care facilities; correctional facilities; parking facilities; conservation land; recreational parks; state right-of-ways; land abutting roads and highways and lands under water. Some of these properties are owned outright and others are bonded. In addition, the State also holds a sizeable portfolio of leases for additional office space, warehouses and storage facilities, parking facilities, and specialized spaces, including, but not limited to, laboratories and data centers.

These real estate assets support the services, activities and programs that Delaware agencies provide. The investment in, management of, purchase and/or lease of these assets is driven by programmatic needs and the need to maximize the State's investments in the most cost-effective way. Managing these assets means ensuring that they are properly utilized to their fullest potential, maintaining, preserving and protecting them and acquiring and selling of assets as needed in order to serve the State's mission.

Currently, real estate related tasks, procedures and the collection and use of information pertaining to the same are decentralized throughout numerous state agencies and there is no centralized approach to managing the State's real estate assets. Even within DFM the existence of a cohesive enterprise dedicated to real estate is not fully realized. This decentralized approach leads to duplication of efforts and expenditures and prevents the State from implementing an overall strategy for its real estate portfolio management.

The State is actively engaged in a review of its real estate management processes to ensure efficient management and oversight. The goal of this initiative is to create efficiencies in state-owned buildings and existing leases, and modernize its facility approach by utilizing real property experience and expertise.

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B. Overview

OMB is issuing this Request for Proposal (RFP) in order to engage a Vendor(s) to enhance staff resources managing the State's real estate portfolio. The Vendor(s) will be required to implement industry best practices while complying with all applicable legal requirements. The Vendor(s) will partner with the State in lease negotiations and administration, portfolio and facility management, and other additional services.

OMB will partner with the Vendor(s) to enhance staff. The Vendor(s) will also partner with DFM to carry out recommendations and process improvements that DFM has proposed.

The budgetary position of the State, OMB and affected agencies will dictate the funds available to carry out the Vendor's recommendations. OMB, at its sole discretion, from time to time, may withdraw any assignment(s) with no liability to the State. OMB may also add other assignments for which the Vendor(s) will be compensated under the payment structure set forth above.

Vendor(s) may be required to work and/or coordinate efforts with other State contract awarded Vendor(s).

All records with respect to examinations described in this RFP must be made available at the request of the DFM team within two (2) business days from the date of such request from the DFM office. (Saturdays, Sundays and state announced holidays, as published by the State of Delaware Department of Human Resources will not be considered business days for Vendor responsiveness.)

Vendor must be able to service the entire state in a timely manner. Vendor must have regional offices and/or staff available to service all areas of the state.

The term of the contract between the successful Vendor and OMB shall be for two (2) years with two (2) optional extensions for a period of one (1) year for each extension. The Vendor is responsible for completing all work assigned prior to the termination of the contract, even if that requires the Vendor to continue work after the termination of the contract.

No later than thirty (30) days prior to the expiration of the contract, DFM and the Vendor will develop a list of pending assignments on which the Vendor will continue its efforts. The final determination of those assignments will be in the sole discretion of DFM.

C. Assignment Administration and Reporting

As part of the Vendor's performance, the following apply to all assignments given to the Vendor pursuant to any contract issued as a result of this RFP and shall be provided, at no additional compensation:

1. The Vendor will carry out assignments under the direction and control of DFM. DFM, with the commencement of this contract, shall designate representatives to oversee this contract. The representatives will request, oversee, supervise and accept performance of services provided by the Vendor and shall receive any required submissions. Whenever an action is to be taken or approval for services given by DFM, such action or approval may be given only by the representatives designated pursuant to this section. All notices under this contract shall be directed to the representatives identified in this section, or their designees. DFM may on written notice designate other individuals as its representatives.

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2. The Vendor will be required to attend a “kick off” meeting and training/orientation sessions at a location determined by DFM at the commencement of the contract in order to become familiar with DFM processes. Meetings may also be required for some assignments. DFM will schedule these meetings.
3. The Vendor and DFM staff will have constant communication regarding assignments, but there shall also be regular meetings, at times and locations as determined by DFM, with the Vendor’s designated contact and applicable staff in order to review assignments.
4. The Vendor will submit weekly briefings updating DFM on assignments. These reports should discuss the work accomplished during the reporting period, work to be accomplished in the next reporting period, problems and questions which should be brought to DFM’s attention and any proposed deviations from agreed- upon work plans.
5. The Vendor’s performance will be assessed by DFM according to the achievement of Vendor’s contractual obligations in a timely and professional manner, as set forth herein. DFM will utilize the weekly briefings and contract meetings discussed in this section to ensure that assignments are carried out on a timely basis and result in effective recommendations and work products. The final acceptance of assignment deliverables will be made by the DFM representatives or their designees in their sole discretion.

II. REQUIRED PROPERTY MANAGEMENT SERVICES

The Vendor shall perform the following primary services as requested at the discretion of the State:

A. Leased Property Management Acquisition

- Lease procurement, including market analyses, lease negotiations and the implementation of strategies designed to streamline the leasing process;
- Assist with the creation of bids to procure leased property to meet the needs of the end agency users, including final negotiation of ancillary services included with the leased space;
- Work with internal state resource teams to post lease bids on Bids.Delaware.gov;
- Ancillary services to be negotiated into the lease may include, but not limited to:
 - Water fees and sewer fees,
 - Janitorial services,
 - Property maintenance and upkeep,
 - Exterior, structural and grounds, including sidewalks,
 - Parking, and maintenance/care (i.e potholes, snow removal),
 - Taxes and insurance,
 - Other items, as identified by DFM, including:
 - Periodic refresh with extension or multi-year period, including:
 - Painting,
 - Carpet repair/replacement,
 - Other appearance conditions
- Financial analysis and analysis of proposed new facility costs to include total cost of occupancy prior to new lease acquisition;

B. Lease Creation

The Vendor(s) shall be granted rights to represent OMB with respect to all real property leases/licenses; however, Vendor(s) will work collaboratively with OMB.

With each assignment the Vendor(s) must provide an affidavit disclosing any true or apparent conflicts of interest or indicating that no true or apparent conflict exists.

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The Vendor(s) will be required to provide documentation for and assist with the creation of periodic reports which evaluate performance measures.

OMB has a portfolio of leased space across the state that encompasses small and large spaces used for a variety of functions (e.g. office space, storage, parking, data centers and retail space). The Vendor(s) will provide assistance with the following services:

1. Implement programming requirements for leased space in conformance with strategic plans developed by DFM and consistent with best practices for space standards and utilization;
2. Prepare Requests for Information in compliance with all applicable laws, rules, regulations, policies and procedures;
3. Building off of the work being done by DFM, review requests for leased space to determine if the request is a good use of funds and provide a cost benefit analysis which prioritizes all proposed assignments in terms of efficiency, need and return on investment;
4. Review suitability of existing space and other proposed space for conformance with the occupying agency's needs and overall plans and the recommendations of the State's strategic plan;
5. Review and analyze proposals to determine what is the best value to the State;
6. Prepare market surveys;
7. Conduct site visits with State personnel;
8. Inspect proposed sites to determine if they meet the occupying agency's needs in terms of electrical power capacity, HVAC and floor loads, access requirements, structural requirements, parking requirements, etc.;
9. Assist with Vendor responsibility reviews in compliance with State law;
10. Negotiations of new leases/licenses and renewals, extensions and modifications;
11. Move coordination, when requested;
12. Emergency relocations; and
13. Implementation of strategies to streamline the leasing process. This will include implementing processes for leasing assignments that shorten the time involved and ensure that occupying agencies have a new lease in place before the expiration of an existing lease.

No later than thirty (30) days prior to the expiration of the contract, OMB and the Vendor(s) will develop a list of pending assignments which the Vendor(s) will continue its efforts. The final determination regarding of those assignments will be in the sole discretion of OMB.

C. Real Estate/Real Property Management Acquisition

- Work with DFM and agencies to review, ensure authority and initiate real estate acquisitions; including but not limited to:
 - Sufficient finances to procure;
 - Legislative authority through capital budget and/or epilogue;
- Environmental surveys, plans and site evaluations for intended use.

D. Strategic Property Management Oversight and Planning

- Implementation of strategic real estate planning for leased, state-owned and/or surplus properties;
- Implementation of policies and procedures designed to streamline control, management and oversight of assets from an enterprise perspective;
- Implementation of policies and procedures to coordinate planning and decision making with state budget cycles;
- Implementation of space planning policies and strategies designed to optimize occupancy standards working with state awarded contract Vendor(s);

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- Work with OMB (DFM) and Office of State Planning to ensure siting is in line with objectives. Consideration of downtown redevelopment, brownfield, coastal zones, economic centers of excellence, etc.

E. Sale of Surplus Real Property

The State has properties that may no longer be utilized or may be underutilized. These properties are located across the state and encompass small and large spaces used for a variety of functions (e.g. office space, storage space, correctional facilities, residential facilities, health facilities and military armories). Once a property is available for public sale the Vendor will provide assistance with the following services, as requested:

1. Plan for Property Sale: The Vendor will prioritize properties that have the greatest potential for sale in a manner which will maximize revenue in a short amount of time. This will include proposing strategies for sale which will utilize social media and other technologies in a modern, cost efficient way. The Vendor shall also work to implement strategies that are a best value to the State. This may mean a wholesale change in the statutory framework and processes pertaining to property sales and the Vendor should feel free to make such recommendations. For example, selling a property in order to avoid continued costs for maintenance and upkeep rather than retaining the property because no offers were received which met the appraised value of the property or revisions to applicable laws.
2. Representation: The Vendor will assist with preparation and review of bid documents and communication with potential and actual Vendors. Specifics will be unique to each sale and will be determined in accordance with all applicable laws, rules, regulations, policies and procedures.

For assignments that are assigned to the Vendor, the State will not employ or retain any other person or selling agency to solicit or secure a sale upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or other compensation.

III. OPTIONAL PROPERTY MANAGEMENT SERVICES

The Vendor(s) may be asked to provide, or work with any other Vendor(s) identified by OMB in providing, other services such as energy efficiency management; architectural and engineering services; construction management services; analysis of current practices pertaining to parking management; commercial and residential appraisal preparation and review; survey and title services; lease data collection and analysis; relocation services, including, but not limited to, move coordination, furniture selection, acquisition and installation; environmental reviews; and assistance with, continuation of and further development of strategic planning and policy development being undertaken by the State and/or DFM.

The level of services required by the Vendor is dependent on available resources.

In the event such services are requested, the Vendor shall provide OMB with a detailed proposal that includes, at a minimum, a detailed statement of work, timeline, a detailed proposed compensation package including industry comparable to justify price broken down by title / rate and number of hours, and description of deliverables. Additional services shall be first pre-approved in writing by OMB.

Additional Services shall only be performed when pre-approved in writing by OMB, and shall be compensated at the hourly rate negotiated by the State and the Vendor.

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A. Lease Administration

The Vendor(s) will provide assistance throughout the term of a lease to ensure that the landlord is fully complying with lease requirements and assist with the review of payments to the landlord, audits of landlord expenses including, but not limited to, those submitted in escalation billings and resolution of occupying agency complaints and disputes with the landlord.

The Vendor(s) will be required to accept work order requests through the selected system of record for maintenance requests, etc.

The Vendor(s) will be assigned additional projects by OMB on an as needed basis.

Assistance with, as requested and in cooperation with DFM, organization and coordination of relocation services, including, not limited to, move coordination, furniture selection, acquisition and installation, through state approved processes and where applicable state awarded contracts;

Work with property owners or agents to ensure all permits of tenancy based on the intended use have been obtained.

B. Real Estate/Property Management Services

The Vendor(s) will be requested to provide services throughout the State. The strategic goals for this contract are:

- a) Cost savings/avoidance;
- b) Increased modernization and operational efficiencies;
- c) Coordination of specific plans with overall priorities and initiatives;
- d) Implementation of process improvement recommendations, including the implementation of industry best practices;
- e) Recommendations for expediting and streamlining the sale of surplus property; and
- f) Adherence to administration directives, executive orders and all applicable rules and laws.

In all matters concerning the awarded contract the Vendor's sole and absolute loyalty and fiduciary duty is to the State of Delaware.

- Auditing of lease cost reimbursements and assistance with disputes;
- Facility assessments including, but not limited to: facility condition overviews and energy audits;
- Implementation of maintenance and operating costs reduction initiatives;
- Financial analysis and analysis of current facility maintenance practices;
- Implementation of plans for planning, budgeting and completion of capital projects and maintenance;
- Implementation of processes for managing government owned real property assets and maximizing revenue derived from these assets;
- Use of applicable software systems;
- Data collection and analysis and implementation of standardized facility data metrics; and
- Assistance with and continuation of transformation of DFM technology platforms;
- Lease administration, including resolving issues of non-performance;
- Lease renewal negotiations and an on-going effort to reduce rents for leased space renewals;
- Financial analysis and analysis of current facility costs to include total cost of occupancy prior to lease renewal;
- Assist with obtaining commercial and/or residential real estate appraisals through awarded state contracts for these services;
- Assist with title research and survey acquisition(s);

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- Assist with review of municipal codes, authority and/or zoning;
- Financial analysis and analysis of current facility ownership costs and on-going projections of the same;
- Environmental surveys, plans and site evaluations for intended use.

C. Real Property Services

OMB issues easements and grant licenses and permits for the public or private use of antennas, uplands and lands under water. The Vendor will be asked to provide the following support, as requested:

1. Analysis of Assets: The Vendor will analyze current licenses, permits and easements and the costs associated therewith and provide recommendations for the best uses of these assets. These determinations should be based upon the State's overall goals and objectives and the interest's location and value.
2. Best Practices: The Vendor will identify best practices related to real property management that would be beneficial to the State.
3. Analysis of the Fee Structures: The Vendor will be asked to:
 - Analyze the current fee structure for permits and easements for uplands and lands under water and make recommendations for changes to the structure that will be effective and efficient;
 - Assess current practices regarding the granting of riparian rights and easements for pipelines and make recommendations for changes;
 - Analyze the current fee structure for granting licenses and easements for antennas and make recommendations for cost-effective changes; and
 - Create strategies to streamline processes for granting rights in real property.

D. Strategic Property Management Oversight and Planning

- Assistance with and continuation of capital planning;
- Assistance with and continuation of the creation of governance policies and procedures;
- Analysis of current parking management processes and development of recommendations designed to improve efficiencies and lower ongoing parking facility-related operating expenses;
- Assistance with and continuation of strategic planning;
- Continuation of the development and implementation of best practices in the management and operation of the real estate assets;
- Create and process tenant surveys, compiling data and reporting to leadership, including but may not be limited to:
 - Facility conditions and tenant satisfaction;
 - Feedback on maintenance and DFM responsiveness; and
 - Other service level performance.

E. Software and Data Collection/Management

1. Software

State agencies currently utilize various software programs to maintain information. This has created a decentralized approach to data management and planning. In addition, the approach to maintaining and updating this software differs among agencies. As a result, there is no central repository of information pertaining to the State's real estate assets. The State's goal is to centralize and standardize its software systems and data management.

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The Vendor will work with DFM to evaluate all software systems currently used by the State to determine what aspects should be retained and what aspects are not useful. The Vendor will then provide a web-based system for statewide lease inventory, project management and drawings, etc. that incorporates the useful aspects of the State's current systems. This new system should utilize, maintain and manage a web-based project/information management control system utilizing a central data bank to monitor and control all aspects of the project. The system should allow for Internet based information exchange with State agencies/client access to include, but not be limited to:

- Project accounting, including overall total project costs, allowances, and unit pricing;
- Communication including a project tracking system, correspondence and meeting minutes exchanges;
- Scheduling capability;
- Exchange of digital photos and drawings;
- Ability to develop reports that can be customized to meet various agency programmatic requirements; and
- Lease Inventory System – The Vendor will be responsible for maintaining, updating, and tracking the State's inventory of leases.

The system must provide full project management functionality as well as the ability to track the lease portfolio. A document management system with no project management functionality will not be acceptable. Vendors must describe how the proposed system meets the above requirements and may need to demonstrate its functionality as part of the interview process.

Vendors must describe the ownership structure of the proposed system and identify specifically how the State will be able to continue use of the system if the contract is terminated or after contract expiration. In addition, included in the cost of their proposal, the Vendor will be responsible for the migration of all existing data currently stored in database systems that the State currently uses and for determining the best solution for transitioning to a single database and project management system.

2. Data Collection and Management

The Vendor will be asked to assist with the implementation and use of a centralized data collection and management system for the State. The system should focus on ensuring that the data is collected in a consistent manner. The system should allow for analysis at both the agency level and the statewide level and should allow for review and analysis of data in a manner that allows for centralized decision-making.

F. Facility Management Processes

The Vendor will work with DFM to evaluate current State owned properties using annual and strategic planning templates and manuals developed by DFM in order to analyze the costs, benefits and return on investment associated with the utilization of each property or building.

The Vendor will be asked to provide services and expertise relating to financial analysis and the analysis of current facility management practices and suggest best practices and guidance for optimizing those processes.

The Vendor will be asked to implement immediate and long-term processes and data management tools developed by DFM that allocate capital resources in a manner that aligns with capital planning schedules. The Vendor will be expected to assist with the implementation of capital planning and maintenance recommendations.

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The Vendor will also be asked to conduct annual facility assessments during which they physically assess the condition of the facility and analyze the value of the facility versus the cost of the facility. This Vendor may then be asked to use this information to make and update recommendations as to what the State should do with the facility.

The Vendor will be asked to assist with the implementation and use of a centralized data collection and management system for the State. The system should focus on ensuring that the data is collected in a consistent manner. The system should allow for analysis at both the agency level and the statewide level and should allow for review and analysis of data in a manner that allows for centralized decision-making.

IV. COMPENSATION

The State of Delaware will not be held liable for any cost incurred by Vendors for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

A. Commissions on Leases/Licenses

Commission percentages shall be inclusive of all costs, including licenses, insurance, travel, administrative, overhead and profit. All commission rates will be firm for the duration of the contract. No increase in commissions will be permitted. Payments will be based on a commission rate as negotiated between the Vendor and the State.

If the Vendor recommends a relocation of a state agency to state owned space from leased space, the State will pay no commission to the Vendor.

If the Vendor recommends a relocation of a governmental entity to Vendor owned or operated space no commission will be paid to the Vendor and the conflict of interest processes outlined in this contract must be complied with.

In all matters relating to this contract, the Vendor's sole and absolute loyalty and fiduciary duty is to the State of Delaware. All recommendations and actions should be based upon that duty and without regard to whether the Vendor is paid or not.

The commission rates shall be calculated on Base Rent only as set forth in the lease/license executed by the State. Excluded from base rent are any additional rent, operating expenses paid directly by the State, operating expense escalations, real estate taxes paid directly by the State, real estate tax escalations, electricity costs, tenant alteration costs reimbursed by the State directly to the landlord, and the like. Unless otherwise agreed to in writing by DFM, all commissions will be limited to one full commission.

Rental adjustments negotiated as an incentive to the State will be averaged over the term of the lease for the purpose of calculating the commission.

B. Sales

The Vendor's sole compensation for services rendered in connection with the sale of surplus properties will be payment of the commission rates (percentages) as set forth in the Vendor's proposal. Commission percentages shall be inclusive of all costs, including licenses, insurance, travel, administrative, overhead and profit. All commission rates will be firm for the duration of the contract. No increase in commissions will be permitted.

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If the Vendor recommends a sale of surplus property to another governmental entity, whether federal, state or local the State will pay no commission to the Vendor.

In all matters relating to this contract, the Vendor's sole and absolute loyalty and fiduciary duty is to the State of Delaware. All recommendations and actions should be based upon that duty and without regard to whether the Vendor is paid or not.

Payments for brokering and marketing the Sale of surplus properties will be based on a commission rate as negotiated between the Vendor and the State. This payment will be billable upon receipt of a proper invoice and final disposition of sale and receipt of monies.

C. Optional Property Management Services

If the Vendor provides services identified within this contract as optional, it will be paid on an hourly basis in accordance with the rates provided in its proposal. These rates shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs.

Additional services must be preapproved in writing by DFM and will be compensated at the hourly rates proposal. Such approval must accompany invoices for payment.

D. Invoicing

1. General

Each invoice must be itemized and include, in addition to service specific minimum requirements, the following information: Contract ID number (i.e.: **OMB18001-PROPERTY_MGT**); date; and property for which services were provided.

Invoices without the minimum information will be returned to Vendor to be completed as required in the paragraph above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved.

2. Required Property Management Services

Invoices will be paid at the commission or hourly rate, depending on service provided, as negotiated by the Vendor and the State.

3. Optional Property Management Services

In addition to the minimum requirements outlined above, each invoice for optional services delivered, at the request of DFM, shall include: service requested; actual number of hours worked; a detailed description of services performed (referencing proposal); and itemized costs for services provided.

Invoices will be paid at the hourly rate, as negotiated by the Vendor and the State.

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V. TECHNICAL PROPOSAL CONTENT AND ORGANIZATION

In order for DFM to evaluate proposals fairly and completely, Vendors must follow the format set forth herein and must provide all of the information requested. The Vendor should submit a clear and concise proposal. The Vendor is advised to thoroughly read and follow all instructions contained in this RFP. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the scoring process or may be deemed to be non-responsive which may necessitate rejection of the proposal.

The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated. Attachment 11 includes a list of the minimum mandatory submission requirements. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements and the specific page of the response in the Vendor's proposal.

A. Cover Letter – Each proposal must be accompanied by a letter that is signed by a representative who has the legal capacity to enter the organization into a format contract with DFM and provides the following information:

1. Contract number (**OMB18001-PROPERTY_MGT**)
2. Submitting Organization's Name (Vendor)
3. Identify the name, title, telephone and fax number, and email address of the person authorized to contractually obligate the organization.
4. Name, title, telephone and fax number, and email address of the person authorized to negotiate the contract on behalf of the organization.
5. Name, title, telephone and fax number, and email address of the contact person for proposal clarification(s).
6. Acknowledge receipt of any and all amendment to this RFP.
7. Confirmation that should the contract be awarded to your company, you would be prepared to begin services once the contract is approved by the Office of Management and Budget.

B. Table of Contents – clearly identifying the structure of the proposal and showing page numbers for each of the required sections and attachments.

C. Minimum Qualifications Submission – Vendors must submit proof that they meet the minimum qualifications set forth in Section III.A of this RFP. Proof shall include submission of applicable licenses, office locations and a description of experience which complies with Section III.A.5 of the RFP.

D. Technical Proposal – The purpose of the technical proposal is to provide Vendors with an opportunity to demonstrate their qualifications, competence and capacity to undertake the services described herein, in a manner which complies with the requirements of this RFP. The technical proposal shall specifically detail the Vendor's qualifications and experience in providing the services described herein.

The technical proposal shall include:

- Statement of Business Organization: The Vendor shall provide the following:
 1. The full name and address of your organization and its branch office(s) and, if applicable, other subordinate(s) that will perform, or assist in performing, the work described herein;
 2. An organization chart for the organization;
 3. Any primary and secondary businesses performed by the Vendor;
 4. The Vendor's code of conduct and/or ethics protocols/program; and

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5. Information regarding whether or not Subcontractors will be used. If Subcontractors will be used, list all Subcontractors including firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information regarding the Subcontractor's organization and abilities and a statement from the Subcontractors that they are capable and willing to carry out the work.
- Management Plan: The Vendor shall demonstrate adequate professional staff and experience to perform this contract by providing the following:
 1. A summary of the services that will be delivered. Include any recommended additional strategies that could result in significant increases in cost savings;
 2. A plan for accomplishing the services that will be delivered. The plan shall include a detailed narrative description of how the Vendor will accomplish the objectives and tasks set forth herein;
 3. The number of executive and professional personnel by position, skill and qualification that will be employed on this contract. Indicate where these individuals will be physically located during the term of the contract and the percentage of each person's time that will be dedicated to this contract.
 4. Identify which individuals are key personnel on the contract by name and title. Specify the amount of dedicated management time that will be devoted to this contract and identify the manager by name and title. Staffing levels must be sufficient to provide full service within required time frames, even in the event of illness or other causes preventing completion by initially assigned staff;
 5. Resumes for each of the staff members that will be assigned to this contract. Resumes should include a detailed description of all applicable qualifications and relevant work experience; and
 6. Information regarding the manager, including:
 - Length of career in providing real estate services;
 - Professional designations;
 - Discussion of successful completion of similar contracts; and
 - Experience with the real estate portfolios of government entities.
 - Vendor Experience: The Vendor shall provide the following information:
 1. The number of years that the Vendor has been in business;
 2. A summary of the Vendor's expertise that describes the capabilities of the Vendor and the individuals that will be assigned to the contract in providing the services requested herein;
 3. A description of all prior relevant experience during the last five (5) years. Descriptions shall include assignment descriptions that have similar scope and complexity, examples of work done for those clients and the results achieved by the client, and starting and completion dates. The descriptions should demonstrate the Vendor's specific qualifications and experience providing the services set forth in Sections 1.2 and 4 (pages 2 & 3 of this RFP). Where applicable, the descriptions shall include specific facility data such as services provided and information on the location, type, size, age and ownership of the facility involved. If possible, the description should include work done for other entities comparable to Delaware. Experience with a large government entity such as a medium to large state or a major metropolitan city is preferred. If possible, the description should discuss assignments that the Vendor has worked on in which they have worked with another consultant or implemented the recommendations of another consultant in a manner similar to the situation that will exist between the eventual Vendor and DFM; and

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4. In addition, if possible, the Vendor should include a description of exceptional examples of value-added services the Vendor can provide if awarded the contract.
- References: The Vendor shall provide a minimum of three (3) references of similar scope which best represents their abilities to satisfy the requirements of this RFP. References from current clients (those with which the Vendor has an existing contractual relationship) are preferred. References should include a brief narrative description of the assignment (discuss the scope of the services provided to the client). A minimum of three (3) references shall also be provided for any Subcontractors listed as part of the Vendor's proposal. References shall be able to document:
 1. The Vendor's ability to manage large scale assignments;
 2. The quality and scope of services provided by the Vendor;
 3. The following information:
 - Name of the client;
 - Name, title and telephone number for the contact at the client;
 - Value, type and duration of contract with the client;
 - Services provided, including geographic area involved; a description of how the Vendor satisfied the client's requirements and improvements made to the client's systems as a result of the Vendor's efforts; and
 - If applicable, an explanation of why the Vendor is no longer providing services to the client.

The inability to contact a reference provided by the Vendor will be considered as part of the evaluation process and Vendors may be asked for additional references.

- Conflict of Interest: Any Vendor offering to provide services pursuant to this RFP, as a Vendor or Subcontractor, shall attest that its performance of the services outlined in this RFP does not and will not create a conflict of interest with nor cause the Vendor to breach any other contract currently in force with the State of Delaware. In the event of known Conflict of Interest, both parties may agree to proceed only with acceptance of a dual representation agreement.

Furthermore, Vendors shall attest that they will not act in any manner that is detrimental to any State assignment on which the Vendor is rendering services. Specifically, Vendors shall submit with their proposal a letter, signed by an officer authorized to bind the company, attesting that:

- The fulfillment of obligations by the Vendor, as proposed in the response, does not violate any existing contracts or agreements between the Vendor and the State;
- The fulfillment of obligations by the Vendor, as proposed in the response, does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the Vendor has with regard to any existing contracts or agreements between the Vendor and the State;
- The fulfillment of obligations by the Vendor, as proposed in the response, does not and will not compromise the Vendor's ability to carry out its obligations under any existing contracts between the Vendor and the State;
- The fulfillment of any other contractual obligations that the Vendor has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
- During the negotiation and execution of any contract resulting from this RFP, the Vendor will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole, including but not limited to, any action or decision to divert resources from one State assignment to another; and,

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- In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Vendor will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as whole including, but not limited to, any action or decision to divert resources from one State assignment to another.
- The State recognizes that conflicts may occur in the future because the Vendor may have existing or newly established relationships. DFM will review the nature of any such conflict and reserves the right to terminate the contract for cause if, in its sole judgment, a real or potential conflict of interest cannot be cured.
- For purposes of this RFP, a conflict of interest may include, among other things, being a landlord of the State or having an affiliation or a professional relationship with any entity that is a landlord of the State. The determination as to whether any situation, event, or relationship may constitute a conflict of interest shall be at the sole discretion of the State.
- The State understands that Vendors will have involvement with properties and business relationships outside of its possible contracts with the State. However, the State is very concerned that any such interests do not conflict, either in fact or even by appearance, with the duties and responsibilities undertaken on behalf of the State. The State is also concerned that neither ownership interest in a property by principals or employees of the Vendor, nor that any current nor future agency agreement entered into by the Vendor, shall influence, or appear to influence, the Vendor's recommendations or negotiations. The proposal submission shall identify areas of actual or potential conflict of interest and fully detail the program the Vendor proposes to avoid any conflict of interest, or the appearance of any conflicts of interest. The proposal submission should identify a salaried individual who is independent from all brokerage activities and who will be the Vendor's Conflicts of Interest Officer. This person's job should be dedicated to preventing conflicts of interest, and the proposal submission should describe in detail how she/he will monitor and safeguard against them.
- Discussion Topics: Vendors shall include written responses to the following as part of their proposal. In responding, Vendors shall demonstrate an understanding of the complexity of need for the services described in the Scope of Work, and an understanding of the requirements of this RFP. These topics and the responses provided may be addressed further during the oral interview process.
 - Describe how the Vendor would assist the State and DFM in implementing a strategic real estate plan for leased, state-owned and surplus properties;
 - Describe how the Vendor would implement policies and procedures designed to streamline control, management and oversight of assets from an enterprise perspective;
 - Describe how the Vendor would implement policies and procedures designed to coordinate planning and decision making with state budget cycles;
 - Describe how the Vendor would implement space planning policies and strategies designed to optimize occupancy standards;
 - Describe how the Vendor would carry out lease procurement, including market analyses, lease negotiations and the implementation of strategies designed to streamline the leasing process;
 - Describe how the Vendor would carry out lease administration, including resolving issues of non-performance;
 - Describe how the Vendor would carry out auditing of lease cost reimbursements and assistance with disputes;
 - Describe how the Vendor would carry out the marketing and sale of surplus properties and the implementation of strategies designed to streamline the process;
 - Describe how the Vendor would carry out facility assessments including, but not limited to, facility condition overviews and energy audits;

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- Describe how the Vendor would implement maintenance and operating cost reduction initiatives;
- Describe how the Vendor would assist with financial analysis and analysis of current facility maintenance practices;
- Describe how the Vendor would assist the State in implementing plans for planning, budgeting and completion of capital and maintenance plans for existing assets;
- Describe how the Vendor would assist the State in implementing processes for managing government assets and maximizing revenue derived from these assets; and
- Describe how proposed software systems meet the requirements of this RFP and be prepared to demonstrate its functionality as part of the interview process. Vendors must describe the ownership structure of the proposed system and identify specifically how the State will be able to continue use of the system if the contract is terminated or after contract expiration.
- Describe how the Vendor will assist with data collection and analysis and implementation of standardized data metrics;
- Describe how the Vendor will assist with relocation services, including, but not limited to, move coordination, furniture selection, acquisition and installation;
- Describe how the Vendor will assist with commercial and residential real estate appraisals;
- Describe how the Vendor will assist with title research and surveys;
- Describe how the Vendor will assist with environmental reviews;
- Describe how the Vendor will assist with architectural, engineering and construction project management services;
- Describe how the Vendor would assist the State with and continue the transformation of technology platforms;
- Describe how the Vendor would assist the State with capital planning;
- Describe how the Vendor would assist the State with the creation of governance policies and procedures;
- Describe how the Vendor would assist with the analysis of current parking management processes and the development of recommendations designed to improve efficiencies and lower ongoing parking facility-related operating expenses;
- Describe how the Vendor would assist with and continue strategic planning; and
- Describe how the Vendor would continue the development and implementation of best practices in the management and operation of the State's real estate assets.
- Describe how the Vendor would assist with emergency relocations due to nature or other disasters.

E. Cost Proposal – The Vendor shall provide its commission rates for leases/licenses and sales of properties. Commission percentages bid shall be inclusive of all costs, including licenses, insurance, travel, administrative costs, overhead and profit. All commission rates quoted in the Vendor's response to this RFP will be firm for the duration of the contract. No increase in commissions will be permitted. Final commission percentage will be as negotiated between the Vendor and the State.

If the Vendor recommends a relocation of a state agency to state owned space from leased space no commission will be paid to the Vendor.

If the Vendor recommends a relocation of a state agency to Vendor owned or operated space no commission will be paid to the Vendor and the conflict of interest processes must be complied with.

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If the Vendor recommends a sale of surplus property to another governmental entity, whether federal, state or local no commission will be paid to the Vendor.

Vendors shall bid a percentage fee of savings realized through the performance of lease audit services as provided for in Optional Property Management Services. Percentages quoted must be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs and be fixed for the term of the contract. Note that Vendors must bid a single fixed percentage. Sliding scales or ranges are not acceptable and will result in rejection of proposal. Vendors will be paid a percentage of the total savings realized and/or reimbursed to the state agency based upon the Vendor's audit of the lease.

Vendors will not be paid for projected savings for future lease costs that will be billed for the remainder of the lease term.

The Vendor shall provide hourly rates for the services set forth in Optional Property Management Services. This hourly rate shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs. If the Vendor chooses to provide these additional services at no charge, Vendors shall place a \$0 in Appendix B-Cost Proposal form. Blanks on the Cost Proposal form will be evaluated as no cost.

In all matters relating to this contract, the Vendor's sole and absolute loyalty and fiduciary duty is to the State of Delaware. All recommendations and actions should be based upon that duty and without regard to whether the Vendor is paid or not.

