

**REQUEST FOR PROPOSALS
FOR PROPOSALS FOR NATURAL GAS INFRASTRUCTURE FUND GRANTS ISSUED BY
DELAWARE DEPARTMENT OF STATE
DIVISION OF SMALL BUSINESS
CONTRACT NUMBER STA18001NATGASINFA**

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I. Overview

The State of Delaware Department of State (DOS) Division of Small Business (DSB), seeks proposals for grant funding to support enhancements for natural gas infrastructure and equipment necessary to foster or support new business or expansions of existing business. While this solicitation is for proposals for grant funding, DOS will follow the guidelines for professional services procurement in 29 *Del. C.* §§ [6981](#) and [6982](#) to issue awards.

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

Public Notice	Date: May 7, 2018
Mandatory Pre-Bid Meeting	Date: May 15, 2018 10:00 am
Deadline for Questions	Date: May 15, 2018 noon
Response to Questions Posted by:	Date: May 25, 2018 noon
Deadline for Receipt of Proposals	Date: June 12, 2018 at 1:00 PM (Local Time)
Presentations to Review Committee	Date: July 11, 2018
Estimated Notification of Award	Date: July 23, 2018

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

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Applicant 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 May 15, 2018 at 10:00 a.m. in the Delaware Division of Small Business Conference Room located at 99 Kings Highway, Dover, DE 19901. **This is a mandatory meeting.** If an Applicant does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

II. Background and Authorization

The purpose of the Natural Gas Infrastructure Fund ("Fund") is to support enhancements for natural gas infrastructure and equipment necessary to foster or support new business or expansions of existing business.

On June 18, 2014, Delmarva Power & Light Company ("Delmarva Power"), Exelon, Pepco Holdings, Inc. ("PHI"), Purple Acquisition Corporation, Exelon Energy Delivery Company, LLC, and Special Purpose Entity (collectively, the "Joint Applicants") filed an application with the Delaware Public Service Commission (the "Commission") seeking approvals under 26 *Del. C.* §§ 215 and 1016 for a change of control of Delmarva Power to be effected by a merger of PHI with a wholly owned subsidiary of Exelon (the "Merger").

The Joint Applicants, along with the Delaware Public Service Commission Staff ("Staff"), the Delaware Division of the Public Advocate (the "Public Advocate"), and intervenors the Department of Natural Resources and Environmental Control ("DNREC"), the Delaware Sustainable Energy Utility, Mid-Atlantic Renewable Energy Coalition, and the Clean Air Council (collectively, the "Settling Parties") entered into an Amended Settlement Agreement (the "Amended Settlement Agreement") and requested that the Commission approve the Merger and the Amended Settlement Agreement. On June 2, 2015, the Commission adopted Order No. 8746, approving the Merger and the Amended Settlement Agreement.

The Settling Parties negotiated a "most favored nation" ("MFN") provision in the Amended Settlement Agreement, pursuant to which the Joint Applicants agreed to provide additional benefits in the State of Delaware if the Joint Applicants were ordered or agreed to provide greater financial or other specified benefits in connection with approval of the Merger in other jurisdictions.

The Merger closed on March 23, 2016. On November 1, 2016, the Commission adopted Order No. 8970, finding an additional MFN financial benefit for Delaware in the aggregate

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amount of Twenty-Seven Million, One Hundred Thirty-Two Thousand, Six Hundred Eighteen Dollars (\$27,132,618).

Of these additional funds, the Commission ordered that Six Million Dollars (\$6,000,000) be set aside as an endowment fund and expended as directed by the Delaware Economic Development Office ("DEDO"). DEDO and Exelon entered into a Memorandum of Understanding ("MOU") dated April 13, 2017 concerning the use of the available funds. For three years after funding is made available pursuant to this allocation, these funds shall be utilized to support enhancements for natural gas infrastructure and equipment necessary to foster or support new business or expansions of existing business. After three years, any remaining funds provided pursuant to this allocation may be utilized for economic development opportunities for new or existing renewable energy or energy efficiency businesses located or planning to locate in the State of Delaware. DEDO may use this funding for projects located in the State of Delaware and shall not be limited to funding projects within Delmarva Power's service territory. On June 29, 2017, the Delaware General Assembly enacted, HB 226, which the Governor subsequently signed into law. HB 226 transferred the authority of DEDO to implement this grant to the Delaware Division of Small Business, Development and Tourism within the Delaware Department of State.

III. Scope of Services

Applicants for grant funding under this RFP must submit a completed Application in the form of Attachment 1.

Requested funding must include a full Scope of Work with details regarding the project hard costs entitled in the form of Appendix B. Funds that are being requested through this grant application must meet each of the following criteria within the scope of services:

1. Requested funding will be utilized to support enhancements for natural gas infrastructure and equipment necessary to foster or support new business or expansions of existing business
2. Requested funding **must be utilized for projects within the State of Delaware.**

IV. 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 Proposer shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

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

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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).
5. Demonstrate financial capacity to fund the project. The funds available under this solicitation will be paid upon completion of the project.

B. General Evaluation Requirements

- Qualifications and experience of the applicant and the persons to be assigned to the project
- Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance, including financial stability.
- Safety performance record, for staff and patrons, creating, building and running similar projects
- References
- Project geographic location: The degree to which a project is located in a Coastal Zone Conversion Permit Act site, or Delaware State Planning Office Level 1 or Level 2 sites
- The degree to which projects result in net, new permanent, jobs
- Amount of private investment related to the project proposed by the Applicant

V. 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 Applicants with a Disability

Proposers 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

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may disqualify the proposer. Proposers should rely only on written statements issued by the RFP designated contact.

Patricia A. Cannon, MSM
State of Delaware – Department of State
820 N. French Street, 10th Floor
Wilmington, DE 19801
Email: patricia.cannon@State.de.us

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

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the proposer's responses. Proposer 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. Proposers 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 contractors or 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 person, principal, Board member or entity 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

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- 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 proposal, each proposer shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with twelve (12) paper copies and one (1) electronic copy on a USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on June 12, 2018**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Patricia A. Cannon
Department of State
Carvel State Office Building
820 N. French Street
10th Floor
Wilmington, DE 19801**

Proposers are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. STA18001NATGASINFA” 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 Applicant 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 proposals, each proposer 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 Applicants 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

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

5. 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, Applicant 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.

6. 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 proposer.

There will be no public opening of proposals but a public log will be kept of the names of all organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

7. 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.

8. 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.

9. Realistic Proposals

It is the expectation of the State of Delaware that proposers 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 proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

10. 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 Applicant's proposal will be treated as confidential during the evaluation process. As such, Applicant proposals will not be

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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 proposer's information to a competing proposer prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the proposer'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 proposer 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 Applicant's confidential business information may be lost.

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

Proposer(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 Proposer'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 proposer's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any Applicant designation as set forth in this section. Any Applicant 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, Proposer(s) assume the risk that confidential business information included within a proposal may enter the public domain.

11. Multi-Applicant Solutions (Joint Ventures)

Multi-Applicant 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

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joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all 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 Applicant of responsibility for the professional and technical accuracy and adequacy of the work. Further, proposer 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-Applicant 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 Applicant.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime Applicant 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.

Multiple Proposals

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

12. Discrepancies and Omissions

Proposer 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 Applicant. Should Applicant find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Applicant 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 Applicant'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 **May 15, 2018 by noon**. 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 **May 25, 2018 by noon**. Proposer 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

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Paragraph number

Page number

Text of passage being questioned

Questions submitted electronically shall be formatted in Microsoft Word.

13. 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 Applicant'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.

14. State's Right to Cancel Solicitation

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

This RFP does not constitute an offer by the State of Delaware. Proposer'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.

15. State's Right to Award Multiple Source Contracting

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

16. Potential Contract Overlap

Proposers 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 Applicants 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.

17. Notification of Withdrawal of Proposal

Proposer 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

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date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

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

18. 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.

19. 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.

20. 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.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful proposer(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 proposer 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 Applicant 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 proposer 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 proposer who receives the highest total point score, rather the contract will be awarded to the proposer whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

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After a final selection is made, the winning proposer(s) will be invited to negotiate a contract with the State of Delaware; remaining proposers will be notified in writing of their selection status.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Applicants. Proposers 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 Team shall determine which proposers meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more Applicants during the same period and may, at its discretion, terminate negotiations with any or all Applicants. The Team shall make a recommendation regarding the award to the DOS 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 proposer 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 Applicant'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:

- 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 Applicants during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Applicant and negotiate with more than one Applicant at the same time.
- Select more than one Applicant pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:

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- Qualifications and experience of the applicant and the persons to be assigned to the project
- Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance, including financial stability
- Safety performance record, for staff and patrons, creating, building and running similar projects
- Financial stability of the Proposer
- References
- Project geographic location: The degree to which a project is located in a Coastal Zone Conversion Permit Act site, or Delaware State Planning Office Level 1 or Level 2 sites
- The degree to which projects result in net, new permanent, jobs
- Amount of private investment related to the project proposed by the Applicant

Criteria Weight

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

Criteria	Weight
The qualifications and experience of the persons to be assigned to the project.	15
Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight, financial stability and on-going project support and maintenance.	20
Safety performance record, for staff and patrons, creating, building and running similar projects.	10
References	10
Project geographic location: The degree to which project is located in CZ Conversion Permit Act site, or State Planning Office Level 1 or Level 2 sites.	20
The degree to which projects result in net, new permanent jobs & projected future new permanent jobs.	15
Amount of private investment related to the project proposed by the Applicant	10

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Criteria	Weight
Total	100%

Applicants 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 an Applicant's capabilities so the responding Applicant should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any Applicant 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 proposer, whether or not included in the proposer'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 proposer personnel. If the Applicant 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 a determination that Applicant(s) are qualified to perform the required services, all qualified Applicants that have determined to have met all requirements described in this Request for Proposal may be invited to make oral presentations to the Evaluation Team. The Evaluation Team may use the oral presentation to assess the criteria outlined above.

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

VI. Contract Terms and Conditions

1. General Information

- a. The selected proposer will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Proposers will be required to sign the contract for all services, and may be required to sign additional agreements.
- b. The selected proposer(s) will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement.

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- c. The successful proposer shall promptly execute a contract incorporating the terms of this RFP. No proposer is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful proposer.
- d. If the proposer to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another proposer.

Collusion or Fraud

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

By responding, the proposer shall be deemed to have represented and warranted that its proposal is not made in connection with any competing proposer submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Applicant 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 proposer's proposal preparation.

Advance knowledge of information which gives any particular proposer advantages over any other interested proposer(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.

2. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Proposers 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 proposer 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.

3. Solicitation of State Employees

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Until contract award, proposers 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 Applicant, its affiliates, actual or prospective contractors, or any person acting in concert with proposer, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by an Applicant may result in rejection of the Applicant's proposal.

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

4. 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

Proposer 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 Proposer for all purposes including any required compliance with the Affordable Care Act by the Proposer. Proposer 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 Proposer 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, Proposer agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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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 Proposer'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. Proposer will waive any separation fee provided an employee works for both the proposer and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

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

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 Proposer, but does not state the required amount of the fee. The State requires that all Proposers shall identify the Additional Fee to obtain health coverage from the Proposer and delineate the Additional Fee from all other charges and fees. The Proposer 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 Applicant. 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 Applicant(s) for award.

d. Licenses and Permits

In performance of the contract, the Applicant 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 Applicant. The Applicant 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 proposer 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.

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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 Applicant 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:

**Department of State
Carvel State Office Building
820 N. French Street
10th Floor
Wilmington, DE 19801
CONTACT: Patricia A Cannon, MSM**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposer 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 Applicant's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Applicant shall warrant that all elements of its work, 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 Applicant in writing and Applicant shall defend such claim, suit or action at Applicant's expense, and proposer 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 Applicant (collectively "Products") is or in Applicant's reasonable judgment is likely to be, held to constitute an infringing product, proposer 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.

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g. Insurance

1. Proposer 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 Applicant'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 Applicant in their negligent performance under this contract.
2. The Applicant 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 Applicant is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the proposer shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Proposer 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 proposer 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 Applicant 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

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4. The proposer shall provide a Certificate of Insurance (COI) as proof that the proposer has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Applicant(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 proposer(s) will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. Performance Bond

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section [6927](#), to the State of Delaware for the benefit of Department of State with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 10 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

j. Emergency Response Point of Contact

The awarded proposer(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 Applicant. 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.

k. Warranty

The Proposer 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 Proposer to correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

l. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Proposer'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 Applicant is required to pay.

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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.

m. Liquidated Damages

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

n. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Department of State:

1. Termination for Cause

If, for any reasons, or through any cause, the Proposer fails to fulfill in timely and proper manner its obligations under this Contract, or if the Proposer 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 Applicant 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 Applicant under this Contract shall, at the option of the State, become its property, and the Applicant 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 Proposer 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 proposer response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the proposer response. If the State does accept the Proposer's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Proposer must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Proposer successfully rectifies the original violation(s). At its discretion the State may reject in writing the Proposer'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 Proposer 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

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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.

o. Non-discrimination

In performing the services subject to this RFP the proposer, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful proposer 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.

p. Covenant against Contingent Fees

The successful proposer 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 Proposer 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.

q. Applicant 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 Applicant. The proposer must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

r. Applicant Responsibility

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

s. Personnel, Equipment and Services

1. The Proposer 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 Proposer 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

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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.

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

u. Background Check Requirements

Proposer(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 Applicants. Should an individual be identified and the Proposer(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Proposer(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 Proposer 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 Proposer(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

v. Work Product

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

w. Contract Documents

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The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful Applicant shall constitute the contract between the State of Delaware and the proposer.

x. Applicable Law

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

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

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

If any proposer 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 Applicant in default.

The selected Applicant 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.

y. 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.

z. 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.

aa. Affirmation

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The Proposer 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.

bb. Audit Access to Records

The Proposer 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 Proposer 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 Proposer. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Proposer 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 Proposer, 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 Proposer's financial records will be borne by the Proposer. Reimbursement to the State for disallowances shall be drawn from the Proposer's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

1. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
2. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
3. **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.
4. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VII. 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 Applicant(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the proposer shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

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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. Proposers 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.

VIII. Attachments

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

- Attachment 1 – Application
- 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
- Attachment 10 – Performance Bond
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

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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 Applicants. 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 quarter, 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 Patricia A. Cannon, MSM, with a copy going to the contract officer identified as your point of contact. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Applicants 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 Applicant 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 Employment 2nd Tier report is shown as in Attachment 8.

Accurate Employment 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.

Delaware Gas Infrastructure Fund Application

A. General Information:

Instructions: This application is designed to be completed electronically, then printed, signed and notarized. Please make all efforts to complete the application electronically, although it will be accepted if completed by hand. Return one original, one electronic copy and twelve (12) hard copies, including exhibits as described in the Request for Proposal, to Delaware Gas Infrastructure Fund, c/o Delaware Department of State Attention: Patricia A. Cannon, MSM, Carvel State Office Building, 10th Floor, Wilmington, DE 19801. This application is not a commitment for funds, nor does it obligate the State of Delaware or any State agency to lend any form of financial assistance.

Legal Name of Applicant (Business)	Delaware Business License & Type	Tax I.D. or SS# for an Individual Request
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D/B/A (if applicable)	Date Business Established (mm/yyyy) /	NAICS Code ¹
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Sole Proprietorship	General Partnership	Limited Partnership	S-Corp	C-Corp	LLC	Individual Business Request
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Applicant's Billing Address	Business Phone # () -
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Applicant's Street Address (if different)	Applicant's Fax # () -
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Business Description	State of Incorporation
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Primary Project Contact, Email & Phone Number	Title	Amount of Financing Requested \$
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¹ A North American Industry Classification System (NAICS) Code is a 6 digit number assigned to your business by the Delaware Department of Labor. NAICS Codes replaced SIC codes. A NAICS code is also referred to as the Principal Business Activity or Principal Product or Service code on your federal income tax return.

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B. Employment Impact:

Indicate the number of Delaware-based full-time people that will be employed by the applicant or its related affiliate at the end of the first, second, and third year period after the project has been funded. All projections should be accurate, conservative, and achievable since employment projections may become a part of the financing agreements. Include existing, new, and relocated jobs.

Provide job titles that correspond to the newly created or relocated jobs as a result of the Infrastructure Fund grant, together with estimated annual wages for each title. If more space is necessary, ignore here and please attach a complete list as "Exhibit: Employment Impact"

Will you be attaching a separate list: Yes No

Job Titles	Job Type	# of Jobs	Estimated Minimum Wages	Benefits Included
			\$	
			\$	
			\$	
			\$	
			\$	

Please provide a detailed description of how the project will create a significant number of direct, permanent, quality, full-time jobs:

Number of Applicant's Permanent Delaware-Based Full-time Jobs

(These numbers must coincide with the Employment Impact Section Above)

Presently on Site	To Be Maintained	To Be Created	To Be Relocated to Delaware	TOTAL
-------------------	------------------	---------------	-----------------------------	-------

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C. Management & Ownership

(Show 100% ownership. If more space is necessary, ignore here and attach a complete list formatted like below as "Exhibit: Management & Ownership – 1")

Name	SS# or Tax ID#	% Ownership	Address (if different from applicants)	Guarantor?	Spouse Guarantor?
		%			
		%			
		%			
		%			
		%			
		%			
		%			

Has the applicant or any person listed above:

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Yes	No	Been the subject of, or a party to, any formal or informal inspection, inquiry, investigation, administrative proceeding, criminal prosecution or civil litigation by any federal or state agency administering, or private person seeking relief under, state or federal statutes, regulations or rules governing collective bargaining, hours of labor, working conditions, industrial hygiene and safety, minimum wage standards, discrimination in wages, child labor, unemployment insurance, workers' compensation or other labor law matters?
Yes	No	Been the subject of or a party to any formal or informal inspection, inquiry, investigation, administrative proceedings, criminal prosecution or civil litigation by any federal or state agency administering, or private person seeking relief under, state or federal environmental statutes or regulations?
Yes	No	Been the subject of, or a party to, any formal or informal inspection, inquiry, investigation, administrative proceeding, criminal prosecution or civil litigation by any state or federal law enforcement, regulatory or administrative agency for the criminal or civil violation of any federal or state statute, regulation, rule or the terms of any license or permit issued by a federal or state agency, including the failure to hold such a license or permit?
Yes	No	Been the defendant in any civil litigation in which any type of fraud, misrepresentation, unfair or deceptive trade practices were alleged?
Yes	No	Been debarred or suspended from contracting with any state or federal agency or from receiving financial assistance from any state or federal agency?
Yes	No	Been denied any license or permit or had any license or permit revoked or suspended by any federal, state or local agency or governmental body?
Yes	No	Been convicted of a crime?
Yes	No	Filed a voluntary petition in bankruptcy or had an involuntary petition in bankruptcy filed against the Applicant, in any bankruptcy court, or been subject to any other state or federal insolvency or receivership proceedings?

If the answer to any question above is "yes," furnish details on a separate page and attach as: "Exhibit: Management & Ownership – 2"

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G. Source and Use of Funds

	Funded by Infrastructure Grant	Funded by Applicant
Construct, maintain, extend or enhance any natural gas infrastructure and equipment necessary to foster or support new business or expansions of existing businesses. This is the PRIMARY INTENDED PURPOSE OF THESE FUNDS.	\$ _____	\$ _____
Construct, maintain, extend or enhance any energy transmission lines	\$ _____	\$ _____
Other (Specify):	\$ _____	\$ _____
Total Infrastructure Costs	\$ _____	\$ _____
Total Project Costs	\$ _____	\$ _____

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H. Certifications and Notarization To Applicants

CERTIFICATION -- Eligibility for financial assistance from the Delaware Gas Infrastructure Fund is determined by the information presented in this application and in the required exhibits and attachments as described in the Request for Proposal. Any change in the status of the proposed project from the facts presented herein could disqualify the project, including but not limited to, the commencement of construction or the acquisition of assets such as land or equipment. Please contact the Committee, c/o DOS, before taking any action which would change the status of the project as reported herein.

I, the undersigned, being duly sworn upon my oath say:

1. The Applicant as listed in section 1-A is the recipient of the funds. The undersigned is authorized to bind the applicant and any other recipient of Grant funds pursuant to this application.
2. The Applicant hereby agrees, if this application is approved, to comply with all federal, state, and local laws affecting the grant to be issued and the operation of the proposed project. As part of this agreement, the Applicant agrees to use its best efforts in good faith to meet all employment projections set forth herein and to give the first opportunity of employment to qualified Delaware residents for all unskilled and semi-skilled workers employed by the Applicant. The Applicant agrees to report to the Department of State, no later than June 30 of the year following the start of its operation of the project, the total number of its unskilled and semi-skilled employees and the number of its unskilled and semi-skilled employees who were residents of Delaware at the time of their employment.
3. The Applicant hereby acknowledges and agrees that the Committee reserves the right to and may disclose any information contained in this application and its supporting documents to the staff and attorneys of the Committee and Delaware Department of State, at any public hearing held on this application, in any published notice of such hearing, and that this application is subject to the Delaware Freedom of Information Act.
4. The Applicant hereby agrees that any officers, employees, agents or attorneys of the Delaware Department of State (DOS) may have access to and copy any and all information in any form pertaining to Applicant, including, but not limited to, tax returns and information from tax returns as used in 30 Del. C. §368, in the custody of any State of Delaware, or other State, department, agency, instrumentality, division, office, board, bureau, council, commission, committee, panel or "public body," as that term is defined in the Delaware Freedom of Information Act, 29 Del. C. § 10002(a), including, but not limited to, the Departments of Finance, State, Labor, and Natural Resources and Environmental Control of the State of Delaware, the United States Environmental Protection Agency, the United States Department of Labor, the National Labor Relations Board or any other agency of the federal government having custody of information deemed pertinent by Delaware Department of State (DOS) or DOS staff or attorneys in evaluating Applicant's application for assistance.
5. This application, with all attachments & exhibits, is the product of diligent and reasonable investigation that I have either overseen or been personally involved.
6. I have carefully read this application, including all attachments and exhibits, and the information contained in this application, including all attachments and exhibits, is true, accurate and complete to the best of my information and belief. These representations are made in support of a request for government funds.
7. I understand that if I have intentionally made a false statement in this application, or someone else has made a false statement herein that I know or believe to be false, I am subject to criminal prosecution.
8. I understand the Committee may also require the following:
 - A. Appraisals on real property and/or machinery and equipment.
(Appraisers acceptable to the Department of State).
 - B. An environmental analysis - Phase I.
 - C. Accounts receivable aging.
 - D. Accounts payable aging.
 - E. Bank loan exception letters.
 - F. Financial information to be prepared by a CPA acceptable to the Committee.
 - G. Additional information as determined by DOS or the Committee.
9. I understand that no funds will be used for refinancing existing debt.
10. I understand that no funds may be used for equipment other than that which is directly infrastructure-related.
11. I understand that no funds may be used for speculative real estate ventures.

Name of Applicant (Business)

Signature of the Representative of the Applicant

Title

Date Signed

/ /

STATE OF DELAWARE
Department of State

Notary Information

State of _____

County of _____

Signed and sworn to (or affirmed) before me on:

/ / 20____ by

(Representative of Applicant, not Notary)

[SEAL]

(Name of Notary Public)

My Commission Expires:

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EXHIBITS REQUIRED

This application will not be considered complete unless the following items are submitted with the application form.

A. “If yes” or “If Necessary” exhibits from application:

Attached	NA	Exhibit: Management & Ownership – 1
Attached	NA	Exhibit: Employment Impact
Attached	NA	Exhibit: Other: _____

B. Certificate of Good Standing* and Business License:

Attached	In Process	An original Certificate of Good Standing issued by the Division of Corporations of the Delaware Secretary of State’s office within the thirty-day period before the date of the application
Attached	In Process	A copy of the business license issued by the Division of Revenue of the Delaware Department of Finance.

* Certificate of Good Standing is not available for sole proprietorships or some general partnerships, but is for all other entities.

C. Financial information*:

Attached	NA	Three most recent years of financial statements and as much of the current year as is available, (but not more than three months old). Include as “Exhibit: Financial Statements”
		or
Attached	NA	Three most recent years of tax returns. Include as “Exhibit: Tax Returns”
Attached	NA	Completed copy of “Project Source & Use of Funds” form

* All requested exhibits are required. If the applicant is a new entity with less than two years of financial statements, provide personal financial statements and tax returns of each principal (or the parent company) for the past three years.

D. Certificate of Incorporation, Corporate Bylaws, Certificate of Formation and Limited Liability Operating Agreement*:

Attached	In process	An original Certificate of Incorporation issued by the Division of Corporations of the Delaware Secretary of State’s office within the thirty-day period before the date of the application.
Attached	In process	A copy of the corporation’s bylaws, if applicable.
Attached	In process	An original Certificate of Formation issued by the Division of Corporation of the Delaware Secretary of State’s office within the thirty-day period before the date of the application.
Attached	In process	A copy of the original signed and executed limited liability company operating agreement.

*Certificate of Incorporation and Corporate Bylaws apply to Delaware corporations; Certificate of Formation and Limited Liability Operating Agreement apply to Delaware limited liability companies. Corporations are not required to have bylaws; in this event, please submit a copy of the Articles of Incorporation.

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Attachment 2

CONTRACT NO.: STA18001NATGASINFA
CONTRACT TITLE: Natural Gas Infrastructure Fund Grant
DEADLINE TO RESPOND: June 12, 2018 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Applicant 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 Applicant who also submitted a proposal as a primary Applicant in response to this solicitation** submitted this date to the State of Delaware, Department of State

It is agreed by the undersigned Applicant that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Applicant'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, Department of State.

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 _____

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Attachment 5

Contract No. **STA18001NATGASINFA**
Contract Title: **Natural Gas Infrastructure Fund Grant**

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 APPLICANT																	
1. CONTRACT NO. STA18001NATGASINFA	2. Proposing Applicant Name:	3. Mailing Address															
4. SUBCONTRACTOR																	
a. NAME	4c. Company OSD Classification: Certification Number: _____																
b. Mailing Address:	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">4d. Women Business Enterprise</td> <td style="width: 10%;">Yes</td> <td style="width: 20%;">No</td> </tr> <tr> <td>4e. Minority Business Enterprise</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>4f. Disadvantaged Business Enterprise</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>4g. Veteran Owned Business Enterprise</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>4h. Service Disabled Veteran Owned Business Enterprise</td> <td>Yes</td> <td>No</td> </tr> </table>		4d. Women Business Enterprise	Yes	No	4e. Minority Business Enterprise	Yes	No	4f. Disadvantaged Business Enterprise	Yes	No	4g. Veteran Owned Business Enterprise	Yes	No	4h. Service Disabled Veteran Owned Business Enterprise	Yes	No
4d. Women Business Enterprise	Yes	No															
4e. Minority Business Enterprise	Yes	No															
4f. Disadvantaged Business Enterprise	Yes	No															
4g. Veteran Owned Business Enterprise	Yes	No															
4h. Service Disabled Veteran Owned Business Enterprise	Yes	No															
5. DESCRIPTION OF WORK BY SUBCONTRACTOR																	
6a. NAME OF PERSON SIGNING	7. BY (<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																			
Employment (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 Employment Report of all employees on the project, including subcontractors 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: patricia.cannon@state.de.us

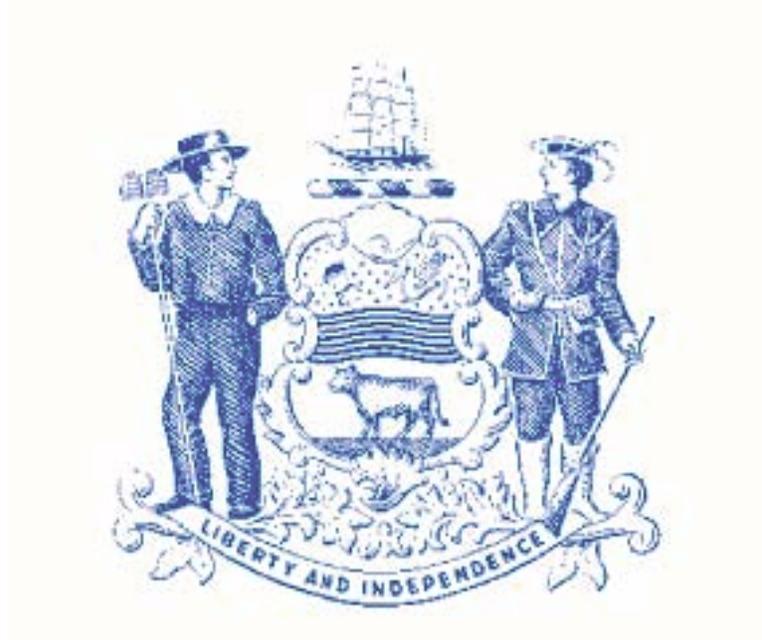
**State of Delaware
Office of Supplier Diversity
Certification Application**

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.



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Attachment 10

PERFORMANCE BOND

Bond Number: _____

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

Sealed with our seals and dated this _____ day of _____, 20__.

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

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

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

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

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

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

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Department of State

PRINCIPAL

Name: _____

Address: _____

Signature: _____

Title: _____

Date: _____

Witness or Attest:

Name: _____

Title: _____

Date: _____

(Corporate Seal)

SURETY

Name: _____

Address: _____

Signature: _____

Title: _____

Date: _____

Witness or Attest:

Name: _____

Title: _____

Date: _____

(Corporate Seal)

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Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each Applicant 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 Applicant proposal package shall identify how the Applicant proposes meeting the contract requirements and shall include pricing. Applicants 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. One (1) complete, signed and notarized copy of the Grant Application, including all attachments and a non-collusion agreement (See Attachment 2) including an electronic copy of the proposal on a USB memory stick. Proposal marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other twelve (12) copies may have reproduced or copied signatures – Appendix B must be included.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
6. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
8. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

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

Applicants shall provide proposal packages in the following formats:

1. Twelve (12) paper copies of the Applicant 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 Applicant proposal saved to USB memory stick.

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Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS