

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
MASTER MUNICIPAL LEASE PURCHASE AGREEMENT  
ISSUED BY GOVERNMENT SUPPORT SERVICES  
CONTRACT NUMBER GSS25059-MMLPA**

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**I. Overview**

The State of Delaware Department of Government Support Services seeks professional services to provide a State of Delaware Master Municipal Lease Purchase Agreement. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

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

Public Notice	Date: April 24, 2025
Deadline for Questions	Date: May 1, 2025 4:00 p.m. (Local Time)
Response to Questions Posted by:	Date: May 8, 2025 4:00 p.m. (Local Time)
Deadline for Receipt of Proposals	Date: May 28, 2025 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: July 28, 2025

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Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing Vendor's interest in providing the required professional services. Exceptions must be recorded on the Exceptions Form.

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

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

**MANDATORY PREBID MEETING**

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

**II. Scope of Services**

The State of Delaware is seeking responsible vendor(s) to execute a contract to implement the State of Delaware Master Municipal Lease Purchase Agreement.

The State will provide no minimum finance commitment. Historically, the State has financed approximately \$10 - \$15 million dollars annually.

The detailed Scope of Work is provided in Appendix A and made part of this Request for Proposals.

**III. Required Information**

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

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the RFP, Section G, Item 8 (Insurance).

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**B. General Evaluation Requirements**

1. Qualification and Experience
2. Pricing and Terms
3. Service and Support

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

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

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at <https://www.bids.delaware.gov/> and <https://gss.bonfirehub.com/>. Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

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

**4. RFP Designated Contact**

All requests, questions, or other communications about this solicitation shall be made in writing through the [online bid submission portal](#). Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the solicitation designated contact, through an addendum posted on <https://mmp.delaware.gov/Bids/> and <https://gss.bonfirehub.com/>. The State's Designated Contact for this RFP is:

Lisa Murphy  
Government Support Services  
600A S. Bay Road  
Dover, DE 19901  
[lisa.murphy@delaware.gov](mailto:lisa.murphy@delaware.gov)

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Vendors 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 designated contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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**7. Organizations Ineligible to Respond**

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

**8. Exclusions**

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

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

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

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

**2. Proposals**

Solicitation responses must be submitted through the [online bid submission portal](#). Refer to Appendix C – Online Bid Submission Portal Instructions & Required Forms for specific instructions.

**3. Proposal Modifications**

Vendors will have the ability to modify their submissions up to the Submission Deadline in the [online bid submission portal](#).

**4. Proposal Costs and Expenses**

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

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**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the vendor at least through the initial term of the contract. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals submitted after the specified date and time will not be accepted by the [online bid submission portal](#). 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 within the [online bid submission portal](#).

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP and will conduct a non-public opening. Proposals will be opened by a Government Support Services representative and in the presence of a witness. Any unopened proposals will be returned to the submitting Vendor. The State of Delaware may extend the time and place for opening proposals from that shown in this RFP on not less than 2 calendar days' notice, unless special circumstances exist, as determined by the Director.

**8. Nonresponsive Proposals**

Nonresponsive proposals may be rejected in accordance with 29 *Del. C.* § 6981(m). Nonresponsive 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 with the State of Delaware.

**9. Concise Proposals**

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

**10. Realistic Proposals**

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

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

**11. Confidentiality of Documents**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's solicitation response will be treated as confidential during the evaluation process. As such, vendor responses will not be available for review by anyone other than the State of Delaware Evaluation Team or its designated agents. There shall be no disclosure of any vendor's

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information until a fully executed contract is received 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 defines the type of information that shall be deemed a “public record” of the State of Delaware’s agencies and public bodies. Pursuant to 29 *Del. C.* § [10003](#) public records are subject to inspection and copying by any citizen of this State upon a written FOIA request. Once fully executed contracts are received, the contents of all vendor responses to this RFP are subject to FOIA’s public disclosure obligations and exemptions.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Responses must contain sufficient information to be evaluated. Through the [online bid submission portal](#), vendors will submit two copies of their solicitation response. One shall be marked “original” containing the full solicitation response. The second shall be marked “redacted copy,” redacting those items the vendor is looking to mark confidential.

The redacted copy must include the completed Confidentiality Form describing the items redacted, representing in good faith that the information is not “public record” as defined by 29 *Del. C.* § [10002](#), and briefly stating the reasons that each redaction meets the said definitions.

A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a response to the solicitation herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assume the risk that confidential business information included within a response to a solicitation may enter the public domain.

**12. Multi-Vendor Solutions (Joint Ventures)**

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

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

**a. Primary Vendor**

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

**b. Sub-contracting**

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

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name on the Subcontractor Information Form. The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any subcontractors must be approved by the State of Delaware.

**c. Multiple Proposals**

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

**13. Sub-Contracting**

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

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

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**14. Discrepancies and Omissions**

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

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

**15. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of this solicitation. All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this solicitation must be received through the [online bid submission portal](#) by May 1, 2025 at 4:00 p.m., referencing the section, page number, text of passage being questioned, and the question. All questions will be answered in writing by May 8, 2025 at 4:00 p.m., with responses posted on <https://bids.delaware.gov> and <https://gss.bonfirehub.com/>.

**16. State's Right to Reject Proposals**

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

**17. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor. If the solicitation is cancelled, whether prior to or after proposal opening, a notice of cancellation will be posted on the [online bid submission portal](#), all electronic proposals shall be deleted and notice of deletion provided to the vendors.

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

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**18. State's Right to Award Multiple Source Contracting**

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

**19. Potential Contract Overlap**

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

**20. Supplemental Solicitation**

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

**21. Notification of Withdrawal of Proposal**

Vendors will have the ability to withdraw their submissions at any time if a withdrawal is received in the [online bid submission portal](#) prior to proposal opening. Withdrawal of a proposal received in the portal after proposal opening may be permitted only if approved by the Director.

**22. Revisions to the RFP**

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

**23. Exceptions to the RFP**

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

**24. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value, completing the Business Reference Form. Include business name, mailing address, contact name and email, number of years doing business with, and type of work performed. Personal references cannot be considered.

**25. Award of Contract**

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

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

**a. RFP Award Notifications**

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

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

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

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

**26. Cooperatives**

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

**C. RFP Evaluation Process**

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

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision. The State of Delaware is required to make a determination that a vendor is responsible under 29 *Del. C.* § [6981](#)(n) prior to selecting the vendor for negotiations. A vendor rejected for being not responsible shall receive a copy of the determination in accordance with 29 *Del. C.* § [6981](#)(m).

**1. Proposal Evaluation Team**

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

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and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

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

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Proposal Evaluation Team in the proposal 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 deemed nonresponsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

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

**Criteria Weight**

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

<b>Criteria</b>	<b>Weight</b>
<b>Qualifications and Experience</b> (Qualifies lender, licenses, references)	<b>45</b>
<b>Pricing and Terms</b> (Pricing and lease terms)	<b>45</b>
<b>Services and Support</b> (Responsiveness to the State, direct vendor payment)	<b>10</b>
<b>Total</b>	<b>100</b>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make

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assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

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

**4. References**

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

**5. Oral Presentations**

After a determination that vendor(s) are responsible and have submitted responsive proposals, selected vendors may be invited to make oral presentations to the Proposal Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Proposal Evaluation Team.

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

**V. Contract Terms and Conditions**

**A. Mandatory Contract Use**

**REF: Title 29, Chapter [6911\(d\) Delaware Code](#).** All Covered Agencies as defined in 29 *Del. C.* § [6902\(6\)](#) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the mandatory use requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 *Del. C.* § [6904\(l\)](#) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company, or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by *Del. Code*, Chapter 69, Title 29 § [6910](#).

**B. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation

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in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

**C. General Information**

1. The term of the contract between the successful vendor(s) and the State shall be for two (2) years with three (3) optional extensions for a period of one (1) year for each extension.
2. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
3. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
4. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
5. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
6. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the proposal specifications and the special instructions, once it is received by the awarded vendor.
7. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
8. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
9. Vendors are not restricted from offering lower pricing at any time during the contract term.

**D. Collusion or Fraud**

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

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

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

**E. Lobbying and Gratuities**

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

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

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

**F. Solicitation of State Employees**

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

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

**G. General Contract Terms**

**1. 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

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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.

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

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

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

**3. Work Performed in a State Building**

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

**4. 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-

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law Employer as defined by the Affordable Care Act (“ACA”). Therefore, the State seeks to utilize the “Common-law Employer Safe Harbor Exception” under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an “Additional Fee” with respect to the employees electing to obtain health coverage from the Vendor.

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

**5. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2101](#).

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

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

**6. Notice**

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

Lisa Murphy  
Government Support Services  
600A S. Bay Road  
Dover, DE 19901-4604

**7. Indemnification**

**a) General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together

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with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

**b) Proprietary Rights Indemnification**

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

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

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

**8. Insurance**

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

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

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

- (1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

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(2) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.

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

- (a) \$1,000,000 combined single limit each accident, for bodily injury;
- (b) \$250,000 for property damage to others;
- (c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
- (d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and
- (e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

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

- (1) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- (2) Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- (3) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

**h)** Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware  
Government Support Services  
Contract No: GSS25059-MMLPA  
600A S. Bay Road  
Dover, DE 19901-4604

**i)** Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To

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the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

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

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

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

**m)** The State of Delaware shall not be named as an additional insured.

**9. Performance Requirements**

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

**10. Bid Bond**

The Bid Bond requirement has been waived.

**11. Performance Bond**

The Performance Bond requirement has been waived.

**12. Vendor Emergency Response Point of Contact**

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

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.

**13. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the

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date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations, or modifications so that it functions according to the State's requirements.

**14. Costs and Payment Schedules**

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

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

**15. Liquidated Damages**

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

**16. Dispute Resolution**

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

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

**17. Remedies**

Except as otherwise provided in this solicitation, including but not limited to Section 16 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**18. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Government

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

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

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

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

**19. Non-discrimination**

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

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**20. Covenant against Contingent Fees**

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

**21. Vendor Activity**

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

**22. Vendor Responsibility**

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

**23. Personnel, Equipment and Services**

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

**24. Fair Background Check Practices**

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

**25. Vendor Background Check Requirements**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth and long-term care residents, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a

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minimum, this shall include a check of the following registry:

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

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

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

Individual agency requesting services may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided, the location(s) being accessed, or as a matter of law. This includes, but may not be limited to, background checks that are compliant with 31 *Del. C.* § [309](#) and/or 16 *Del. C.* § [1141](#) or other applicable laws. The agency requesting service is responsible for notifying the vendor of any special requirements at the time-of-service request, including the applicability of 31 *Del. C.* §309 and/or 16 *Del. C.* § [1141](#) or other statutory requirements. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract. The Vendor(s) shall be responsible for all costs associated with background check requirements. The access to and the provision of services by the Vendor or its agents may be withheld until background checks are completed and deemed accepted by the Agency requesting services.

**26. Drug Testing Requirements for Large Public Works**

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

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

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**27. Work Product**

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

**28. Contract Documents**

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

**29. Applicable Law**

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

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

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

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

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

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**30. 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.

**31. Assignment of Antitrust Claims**

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

**32. 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.

**33. Affirmation**

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

**34. Audit Access to Records**

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

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**35. IRS 1075 Publication (If Applicable)**

**a) Performance**

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

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

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

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

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

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

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

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

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

- Certification that contractor personnel accessing FTI and contractor information systems containing FTI are all located within the United States or territories, given that FTI is not allowed offshore. See Exhibit 6 (pub. 1075).
- Requires external providers to notify designated agency personnel within three business days of any personnel transfers or terminations of external personnel who possess organizational credentials and/or badges or who have system privileges. See PS-7 External Personnel Security (SSR).

**b) Criminal/Civil Sanctions**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return

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

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

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

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and

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procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**c) Inspection**

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

**36. Other General Conditions**

- a) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- b) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- c) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- d) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- e) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered, and corrective action taken, until final system acceptance.
- f) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- g) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- h) **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.
- i) **Billing** - The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- j) **Payment** - The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e.

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speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

- k) Federal Tax ID** - The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for "matching"/ If the Taxpayer ID and name do not match, the vendor record cannot be approved.

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

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

- l) Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS25059-MMPLA on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- m) Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- n) Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. RFP Miscellaneous Information

### A. No Press Releases or Public Disclosure

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

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

### B. Definitions of Requirements

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

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**C. 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.

**VII. Attachments**

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

- Attachment 1 – Office of Supplier Diversity Application
- Appendix A – Scope of Work/Technical Requirements
- Appendix B - Pricing
- Appendix C – Online Bid Submission Portal Instructions
- Appendix D – Vendor Forms
- Appendix E – Sample Agreement



**The Office of Supplier Diversity (OSD) has moved to the  
Division of Small Business (DSB)**

Supplier Diversity Certification Applications can be found here:  
[Certifications - Division of Small Business - State of Delaware](#)

Completed Applications can be emailed to: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)

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

[Subscribe](#) to the OSD Mailing List

**New address for OSD:**  
Carvel State Building  
820 N. French Street, 10<sup>th</sup> Floor  
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915  
Email: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)  
Web site: <https://business.delaware.gov/osd/>

**Dover address:**  
**(Local applicants may drop off applications here)**

99 Kings Highway  
Dover, DE 19901  
Phone: 302-739-4271

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

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**Master Municipal Lease Purchase Agreement  
GSS25059-MMLPA**

**APPENDIX A**

**Scope of Work**

**1. PURPOSE**

The State of Delaware is seeking responsible vendor(s) to execute a contract to implement the State of Delaware Master Municipal Lease Purchase Agreement.

**2. CONTRACT VALUE**

Master Municipal Lease Purchase Agreement (Forward Financing)

The State cannot commit to a minimum amount to be financed through this agreement. Historically, the State has financed approximately \$10 - \$15 million dollars annually, approximately \$50 million for a resulting contract term. The value of any planned or aggregated contract to any vendor at the time of contract execution shall not exceed \$50 million subject to the State's right to negotiate an increase.

**3. TIERED LEASING RATES**

In an effort to reduce costs, Government Support Services would like Vendors to provide incentives for the State and its agencies to aggregate volume by providing tiered leasing rates. An example is provided in the table shown below. Please respond to the table below using the H.15 Treasury Constant Maturities Rates.

Treasury Constant Maturities, March 17, 2025.

<https://www.federalreserve.gov/releases/H15/#1>

1 Year, 4.11%  
2 Years, 4.06%  
3 years, 4.03%  
5 years, 4.11%  
7 Years, 4.21%  
10 Years, 4.31%  
20 Years, 4.64%

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**4. PROPOSAL SCORING WILL BE CONSIDERED FROM RATES PROVIDED IN THE TABLE BELOW.**

Amount Funded	1 Year	2 Years	3 Years	5 Years	7 Years	10 Years	20 Years
	\$10 Million - \$50 Million						
\$5 Million to \$10 Million							
\$1 Million to \$5 Million							
\$500 Thousand to \$1 Million							
\$5 Thousand to \$500 Thousand							

- a. Interest rates offered will be fixed for the life of the individual lease tranches but will not exceed 120% of the average useful life of the underlying good(s) securing the lease. Vendors are encouraged to select like-term U.S. Government Securities as published in the H.15 Federal Reserve Statistical Release (FRSR). <https://www.federalreserve.gov/releases/H15/#1>
- b. Vendors will be allowed to submit offers using alternative sources for interest rates. If a Vendor should select an alternative index other than a U.S. Government Security Index, the Vendor will clearly identify the index selected, specify applicability of the index, provide a public and easily accessible website where the index can be tracked, and be prepared to explain the liquid nature of the index selected. Although the State of Delaware will allow submission of non-U.S. Government Security Indexes, the State retains the right to reject any index selected if the State believes the index does not provide a meaningful representation of current financial markets.
- c. The Vendors are to price their submission in a transparent and with an easily identified methodology. This may be as a specified percentage, or a multiplier, of the index selected or as a fixed basis point surcharge to the public index. Vendors should include pricing for terms at a minimum between one and ten years, and not to exceed 15 years. Vendors are encouraged to offer discounts for higher aggregate funding as well as incentives for increasing the repayment frequency.
- d. Vendors submitting pricing shall provide their lease rates for both payment in advance and payment in arrears. The vendor shall differentiate between payment either in advance or arrears, clearly stated in their proposal response.
- e. The rate multiplier established in the Vendors submission will remain set for the life of the MMLPA contract. The rate for each individual lease within the MMLPA will be established and fixed for the term at the time of approval and commitment by the lessor, preferably using the most recent weekly rate published.
- f. The effective rate for each lease tranche will be determined utilizing the appropriate index rate times the multiplier contracted with the vendor or as identified and agreed to by the State.  
(Example: Five-year lease tranche.  
Effective Rate for Term of Lease = Five Year Index Rate X Multiplier)

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- g. Individual leases will be executed by Government Support Services after receiving internal approval by each of the boards, commissions, institutions and agencies seeking funding under the program. The lease payments will be the sole responsibility of those entities. Lease payments are conditioned on annual appropriation and will be secured solely by the leased property. Government Support Services will reserve the right to delegate authority on individual lease schedules to any entity seeking and being granted authority to utilize the Master Lease contract.

**5. PRICING**

Vendors are to price a percentage of such rates for each lease term using the previous week's rates. Vendors should provide pricing as stated above. The State and its agencies will have the ability to choose fixed lease payments on a monthly, quarterly, or semi-annual basis at the time of a financing request. The rate for each lease will be established and fixed for the term at the time of approval and commitment by the lessor, using the most recent weekly rate published in the Release.

**6. MINIMUM LEASE**

The minimum amount to be financed on any transaction under this agreement will be \$5,000.00.

Prior approval must be obtained from the Secretary of Finance for any financing equal to or exceeding \$2,000,000.00 (two-million dollars)

**7. ECONOMIC LIFE**

The term of the lease shall not exceed 120% of the average useful life of the item or items procured. The vendor shall clearly identify if there are percentage cap limits to service and/or maintenance costs that can be applied to any individual lease.

**8. EXECUTION OF INDIVIDUAL LEASES**

Individual leases will be executed by the appropriate designated and authorized state agent on behalf of the boards, commissions, institutions and agencies seeking funding under the program. The resulting lease payments will be the sole responsibility of those entities originally seeking the funding. Lease payments are conditioned on annual appropriation and will be secured solely by the leased property.

Government Support Services retains the right to delegate contract or individual lease signatory authority as required.

**9. DEBT PAYMENT NOTICE REPORTING**

Debt service obligations shall be reported annually to Government Support Services for the prior 12-month period ending June 30 each year. Information reported includes date of issue, outstanding balance, payment dates, principal, and interest paid for all active schedules under this and any prior Agreements that remain outstanding. Report submission is required by July 31 each calendar year.

**10. LEASE PRE-PAYMENT**

During the term of any lease covered by this contract the Lessee shall have the option to prepay the outstanding principal balance or portions of the balance on each individual schedule under the Master Lease Purchase Agreement. Prepayment of an individual item(s) does not invalidate or change the terms or conditions of an individual lease tranche. Instead, prepayment of an individual item(s) on a lease schedule reduces the regular payment amount by the removal of said item(s). The Office of Management and Budget/Government Support Services shall not accept a proposal which stipulates pre-payment fees and/or penalties.

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Requests by a Lessee for a payoff balance of the principal or any portion of the principal, must be provided by the Awarded Vendor in five business days or less. Upon receipt of a State warrant for payment, the Awarded Vendor shall immediately release the lien on the equipment or property and provide the title or a letter indicating the equipment or property is released, in five business days or less.

**11. PURCHASE OPTION**

Lease payment schedules shall be calculated to include a \$1.00 (one dollar) buy-out concurrent with the last lease payment.

**12. ASSIGNMENT BY LESSOR**

The Lessor may not assign its obligation for any lease covered by this contract, unless the Lessor receives the express consent of the Office of Management and Budget, Government Support Services. The State will not unnecessarily withhold ability to assign any individual lease unless the Lessor's prior assignees fail to adhere to the terms of service provided herein.

Lessors may not assign State of Delaware leases to foreign governments, foreign entities or allow assignments to held in a foreign country.

**13. REVOLVING CREDIT**

As a lease is repaid or if a payoff shall be made during the contract period, in effect the credit shall become available under the MMLPA at the contractual terms and conditions previously agreed upon by the State and the Awarded Vendor.

**14. APPLICATION OF RATE**

Once a rate is established for a specific lease (Percentage Bid X Current Rate), it shall not change for the term of the lease. Once a payment schedule is established for a specific lease, it shall not change unless the Lessee exercises the option to pre-pay the outstanding principal.

**15. TAX EXEMPT**

The State of Delaware and any entity eligible to obtain financing under the terms and conditions of this contract, is tax exempt and shall not be required to pay any tax, fee or charge above and beyond payment of principal and interest, with the possible exception of costs associated with an escrow account.

Federal Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) and 8038-GC (Information return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales) must be completed and filed with each Lease Purchase Agreement. It is the responsibility of the Lessee to make sure this form is properly completed and sent to the Awarded Vendor.

Lease financing will be made on a tax-exempt basis for equipment used in essential government service. In addition, the State will require flexibility to accommodate lease financing for equipment determined to be tax-exempt for certain private activity purposes, subject to revised pricing.

**16. OPINION OF COUNSEL**

Covered Agencies shall be required to have their legal counsel or Deputy Attorney General review all lease documents and have counsel provide an "Opinion of Counsel" letter in the form provided in the MMLPA. Non-Executive Agencies shall be required to have their legal counsel or Deputy Attorney General review all lease documents and have them provide all described in section IV.D in this RFP along with the "Opinion of Counsel" letter in the form provided in the MMLPA. In addition, Non-Executive Agencies will all be required to provide all lease documents, Opinions of Counsel letters

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as well as all documentation required under section IV.D of this RFP to the Office of Management and Budget/Government Support Services Deputy Attorney General for review.

**17. LEASE PAYMENTS**

The Lessee will have the flexibility to structure payments monthly, quarterly or semi-annually in advance or in arrears.

The Awarded Vendor is required to invoice each Lessee directly with electronic copies of all invoices sent to the Office of Management and Budget Financial Operations at: OMB\_FinOper@delaware.gov. At the option of the Lessee, the Lessor shall in advance provide an aggregate invoice for all equipment on which payments are due, or individual invoices for each lease or item of equipment.

The Lessee involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt or submit for payment within the terms of the aggregate schedule provided by the Lessor.

**18. NET LEASE**

All obligations, costs and responsibilities associated with ownership of the equipment will be borne by the Lessee including insurance, maintenance and applicable taxes.

**19. RESERVATION OR HOLD ON MONETARY REQUESTS**

The Lessee shall be able to request the Awarded Vendor place a “hold” on requested funds for an anticipated schedule for a set amount where delivery and acceptance of the items will not occur for an extended period of time. Such a “hold” shall have no associated fees, costs or penalties.

**20. ESCROW ACCOUNT**

The Lessee will have the option to fund equipment under this Master Lease by either an escrow account or a direct vendor payment.

The Lessee has the option of selecting their own escrow agent approved by the Awarded Vendor (in which the Lessee would be responsible for the payment of costs associated with the escrow) or utilizing a program available through the Awarded Vendor.

The Vendors are asked to include information on any escrow program they have available and provide details on associated fees. Any interest earnings associated with an Escrow Account will be for the benefit of the Lessee. The escrow arrangements will be coordinated with the State Treasurer's office.

**21. FEES AND EXPENSES**

Any and all fees or expenses of the Awarded Vendor(s), except those associated with Escrow Funding are to be included within the interest rate quoted.

**22. REFINANCING**

It should be indicated in your proposal if refinancing of existing or future lease purchases is permissible. All additional terms, limitations and/or costs should be included in the bidder's response.

**23. CHANGES TO CONTRACT AND/OR LEASE TERMS**

Government Support Services will reserve the right to separately negotiate, modify, and/or change terms of the contract and/or any planned lease, as the need or circumstances require. Such changes will be contingent on agreement with the selected vendor.

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Separately, GSS will retain the right to solicit individual lease projects if determined to be in the best interest of the state.

**24. PROOF OF INSURANCE**

The Lessee may be required by the Awarded Vendor to provide Proof of Insurance which shows the equipment or property is protected from loss. It will be the obligation of the Lessee to contact the Insurance Coverage Office to obtain a letter from the Risk Manager which states the extent of the coverage on the equipment or property. Insurance inquiries should be directed to:

State Risk Manager  
Insurance Coverage Office  
97 Commerce Way, Suite #201  
Dover, DE 19904  
Telephone: (302) 739-3651  
Toll Free: 1-877-277-4185

**25. STATE OF DELAWARE LEASE PROCEDURES**

The following activities have proven to be very beneficial to the State. It is strongly suggested that the utilizing agencies adhere as closely as possible to these procedures. The Vendor shall state in writing any exceptions in the proposal and the basis upon which the Vendor is taking exception.

1. Obtain firm pricing and estimated delivery of the Equipment to be leased. (Title 29, Chapter 69 of Delaware Code regarding procurement laws and purchasing procedures must be followed by the State agency.)
2. The agency shall obtain approval from Government Support Services to utilize the MMLPA for the equipment acquisition. The agency is further directed not to place any orders until a firm approval is received. GSS will confirm ability to use the MMLPA and place a hold on funds with a selected vendor.
3. The interest rate and lease terms may be quoted at the time a hold is placed but will not become fixed and effective until the day the lease is executed. An estimated monthly, quarterly, or semi-annual payment can be received at any time by contacting the Awarded Vendor.
4. On GSS approval is received, the agency may place their order.
5. On receipt of equipment or executed contract, GSS or an authorized Lessee agent will request and sign the MMLPA with the selected vendor.
6. Each Agency or Non-Executive Agency using the Master Municipal Lease Purchase Agreement shall provide through their legal counsel's "Opinion of Counsel" letter in the form provided in the MMLPA. In addition, the entity will be required to provide this letter as well as any other supporting lease documents and required proof of insurance and indemnification. GSS shall retain the right to review all associated documents with its Deputy Attorney General as appropriate.

**NOTE: NO LEASE MAY PROCEED WITHOUT GOVERNMENT SUPPORT SERVICES' PRIOR AND/OR FINAL APPROVAL OF THE MMLPA TRANSACTION.**

7. The "Certificate of Acceptance" must be completed at the time that the Equipment is received, inspected, and accepted.

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**26. STATE OF DELAWARE CONDITIONS OF ROUTINE BUSINESS PROCESSING**

The following business activities and time frames have proven to be very beneficial to the State. It is strongly recommended that the Awarded Vendor adhere as closely as possible to these procedures. They shall note any exceptions in the proposal.

1. Requested payoff amounts shall be valid for fifteen (15) days. This allows the State business offices sufficient time to process payment.
2. Payoff calculations shall be received with five (5) business days from the date of such a request.
3. Equipment titles or other related ownership documents shall be returned to the State within five (5) business days from receipt of payment by the State.
4. Automobile titles held as collateral shall be made available to the State for routine tag changes as required. Requested titles shall be received by the State within five (5) business days of receipt of written request.

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**APPENDIX B – PRICING**

Appendix B is a separate file found on [mymarketplace.delaware.gov](http://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. Appendix B must be submitted through the [online bid submission portal](#) using the provided format.

**APPENDIX C – ONLINE BID SUBMISSION PORTAL INSTRUCTIONS**

Appendix C is a separate file found on [mymarketplace.delaware.gov](http://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

**APPENDIX D – VENDOR INFORMATION FORMS**

Appendix D is a separate file found on [mymarketplace.delaware.gov](http://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#).

**APPENDIX E – SAMPLE AGREEMENT**

Appendix E is a separate file found on [mymarketplace.delaware.gov](http://mymarketplace.delaware.gov) and <https://gss.bonfirehub.com/>. Exceptions to the Sample Agreement must be notated on the Exceptions form. Acceptance of exceptions is not guaranteed.