



Department of Safety and Homeland Security
303 Transportation Circle
Dover, DE 19901

State of Delaware

Request for Proposals for Professional Services

Full Service Public Relations Firm Contract No. SHS-11-006-PubRelatns

June 22, 2011

**- *Deadline to Respond -
Friday, August 19, 2011
3 p.m. EDT***

I. Overview

The State of Delaware, the Department of Safety and Homeland Security seeks Full Service Public Relations Firm. 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: Friday, July 1, 2011 |
| Mandatory "Pre-bid" meeting | Date: Tuesday, July 19, 2011 |
| Deadline for Receipt of Proposals | Date: Friday, August 19, 2011 |
| Notification of Award | Date: Thursday, November 17, 2011 |

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

II. Scope of Services

A. SCOPE OF PROJECT

The Office of Highway Safety is a state agency which falls under the Delaware Department of Safety and Homeland Security and is primarily federally funded. OHS addresses behavioral traffic safety issues such as seat belt use, impaired driving, and aggressive driving.

Since 2005 the Office of Highway Safety has contracted with two different PR/Communications firms to handle all elements of public awareness communications for OHS (exclusive of issuing media releases) and provide consistency among OHS's multiple awareness campaigns.

The efforts that the PR/Communications Firm shall be asked to handle for OHS may include but shall not be limited to the following: updating OHS's Communications plan, conducting market research on audience demographics, tactics, and effective strategies, developing communication materials, and creating, developing, implementing and evaluating all public information and awareness campaigns needed by OHS in a given calendar and/or federal fiscal year. Development of campaigns shall include the development of all camera-ready art and broadcast quality materials. All television spots produced for OHS must include closed captioning. The successful bidder will be responsible for producing media materials and placing media buys as well.

The successful bidder will work on multiple campaigns in the course of a calendar/fiscal year, often several at one time. They include but are not limited to: Click It or Ticket, Respect The Sign (Aggressive Driving), Checkpoint Strikeforce (DUI), Walk Smart (pedestrian) and Ride Smart (motorcycle), Underage Drinking, and Tween Seat Belt Safety.

Bidders should have adequate capacity in terms of staff and production resources to accommodate the many needs of this proposal. All work, creative and material, produced under the final contract are paid for by federal funds and therefore becomes the property of the Office of Highway Safety.

OHS is looking for any demonstrated experience and/or success bidders may have in traffic safety marketing, working with state agencies, social marketing, internet advertising, and market research.

B. OBJECTIVES

The objectives of this project are as follows:

1. Create and implement a realistic & effective marketing/communications strategy for the Office of Highway Safety, which should also take into consideration elements of the national Communications Plan developed by the National Highway Traffic Safety Administration (NHTSA) – see info. on page 6.
2. Provide continued consistency among OHS's Public Information campaigns.
3. Incorporate market research into the development of OHS's PI & E campaigns in order to more effectively reach target populations.
4. Coordinate and implement effective media buys, and leverage media buys made at the national level by NHTSA.
5. Develop and produce effective public information/communication materials.

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

6. Implement effective public information campaigns in an effort to change behind the wheel behavior through a combination of paid media, public awareness, and social marketing media strategies.

C. TASKS FOR PREPARING TO SUBMIT PROPOSAL

At a minimum, the following tasks must be undertaken when preparing to submit a proposal on this project:

Task 1

Attend a pre-bid meeting at the Department of Safety and Homeland Security on Tuesday, July 19, 2011 at 1 p.m. EDT in the Main (DMV) Conference Room

Task 2

Review OHS's FY 2011 Highway Safety Plan (HSP) located at <http://ohs.delaware.gov/services/reports.shtml> . This will provide bidders with an overview of OHS's goals, its top 6 priority areas, and the problem motor vehicle crashes present in Delaware. It will also provide information on how OHS works with various partners in the law enforcement and safety communities to address these priority areas. Bidders should also review the paid media summary in this document.

Task 3

Review OHS's FY 2010 Annual Report also located at <http://ohs.delaware.gov/services/reports.shtml> . This will provide potential bidders with additional insight into our priority areas, our goals, whether or not the goals have been met, and the campaigns that we have conducted in a given year in an effort to impact our top 6 priority areas. Bidders should also review the paid media summary in this document.

Task 4

Review information contained on OHS's website at www.ohs.delaware.gov . This will provide bidders with more background information on what OHS does and how we do it as well as give you appropriate insight to the age groups OHS identifies to affect a behavior change.

Task 5

Review NHTSA's 2011 National Communications Plan to determine priority areas and how they overlap with OHS's priority areas found in the HSP and Annual Report. The Plan can be found here: <http://www.trafficsafetymarketing.gov/commplans.cfm>

Task 6

Review information from the 2008 Communications Forum found at <http://www.trafficsafetymarketing.gov/tools.cfm?tool=E%2DMarketing&page=2008%20Strategic%20Communications%20Forum%2C%20Marina%20del%20Rey%2C%20CA>
The 2011 Strategic Communications Forum will be held June 6-8, 2011.

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

D. Tasks For Submitting the Proposal

Task 1

Upon completion of all previous tasks, provide a draft work plan to meet OHS's communication and public information needs. Provide any suggestions for new or unique ideas OHS should consider and that the bidder would be able to implement. (Tab 2 under Format)

Task 2

Upon completion of all previous tasks, provide a draft plan for one of OHS's public awareness campaigns. The plan should include a sample creative, sample media buy, and additional avenues for increasing awareness and changing behavior. (Tab 3 choose from list on pg 6)

Task 3

Provide additional samples of creative completed for other state agencies, businesses, or organizations. Please highlight any experience in producing materials for non-English speaking audiences, and provide samples of same. (Tab 5)

Task 4

Provide a list and description, including hourly and/or project costs, of all services offered in house, and services typically outsourced. (Tab 6)

Task 5

Adhere to the guidelines listed under Required Format for Submission of Proposals. This section of the RFP lists additional information such as a detailed Cost Summary that is required to submit a bid for this project.

***Additional tasks that the successful bidder will be required to perform:**

Task 1

Coordinate all campaign implementations with the Office of Highway Safety's Community Relations Officer.

Task 2

Evaluate campaign effectiveness.

Task 3

Review OHS's current marketing/communication strategy and assist the Community Relations Officer in making appropriate changes to create a realistic & effective marketing/communications strategy for the Office of Highway Safety.

Task 4

Assist Community Relations Officer with preparing Paid Media Summaries for the HSP and Annual Report as required by federal guidelines. Successful bidder will keep detailed records regarding reach, frequency, GRP's, impressions and circulation for all media buys.

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

Task 5

Assist OHS in preparing documents for its Highway Safety Conference including booklets, save the date materials, and database email blasting and tracking.

E. AVAILABLE FUNDS

For the purposes of preparing this proposal, the maximum amount of money currently available for this proposal is estimated to be **\$1,600,000.00**. This funding will come from federal funds allocated for the Federal Fiscal Year 2012, which begins October 1, 2011. Consultants should not create a proposal with secondary options describing what can be done based on the potential for additional funding. Consultants are to use the estimated amount of **\$1,600,000.00** as their guide. The availability of additional funding after the contract period begins is dependent upon the approval of such funds by the federal government (National Highway Traffic Safety Administration). Should additional funding become available, acceptance of a proposal based on the above listed Available Funds, and the negotiation of a contract with a successful bidder based on their proposal, will not preclude OHS from adding additional funds and projects to the contract so long as the overall scope of the project does not change.

The successful bidder should be advised that the federal government does not often provide its full funding allocation to the Office of Highway Safety on October 1st. Therefore, the successful bidder must be prepared to work at times without being reimbursed within 30 days for work completed until OHS's funding allotment for a particular project has been received. By submitting a proposal response to this RFP, you are acknowledging to OHS that this will not be a problem.

F. COMPILING THE PROPOSAL

Proposals must be submitted with labeled tabs or labeled colored divider sheets as described in the paragraphs below. Any other information thought to be relevant, but not applicable to these categories, should be provided as an appendix to the proposals. If publications are supplied by consultants to respond to a requirement, the proposal must reference the document number and page number(s). Proposals not providing this reference will be considered to have no reference material. It is recommended that bidders not use 3-ring binders as the rings have been known to shake loose during transport and in that event, papers may become mixed up.

Once a contract is awarded, all information in the successful and unsuccessful RFP's bids is considered public information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

G. RFP RESPONSE FORMAT

COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the bidder's ability to provide the products specified in the RFP and any other value-added services(s) not specifically requested and which briefly summarizes the proposing firm's interest in providing the required

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

professional services, as well as names of individuals to contact for additional proposal information.

The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Office of Highway Safety.

Consultants who submit proposals may be required to make oral presentations of proposals. Such presentations provide an opportunity for consultants to clarify proposals to insure thorough mutual understanding. The Office of Highway Safety will schedule these presentations at its sole discretion.

TAB 1 - TABLE OF CONTENTS

TAB 2 - DESCRIPTION OF PROPOSED EFFORT TO BE UNDERTAKEN

Include a general narrative description of the proposed effort. The narrative should follow a logical order from the beginning of the project to the end, and include any innovative ideas that Consultant would implement to manage all of OHS's public awareness campaigns.

Additionally, describe specifically how the objectives listed in Proposal Information (pgs. 8 – 9) will be achieved through a logical, innovative and rational plan. The plan should include a detailed plan for evaluation, the use of market research that is preferred, preferred formats of paid media advertising – including any innovative uses of web-based advertising (highlight any experience in this area here). Also include information on tailoring campaigns to address differences in driving behavior among Delaware's three counties, language differences, successes with social media outreach, public relations events or utilizing partnerships to increase message reach, especially among younger audiences, as well as any new or unique ideas that you would implement as the successful bidder that OHS is not currently using.

TAB 3 - WORKPLAN FOR SELECTED OHS CAMPAIGN

For Task 2 when providing a plan regarding how you would conduct one of OHS's campaigns, your narrative should also include a description of the target audience, how that audience was determined, types of materials/deliverables proposed for production, and an evaluation plan.

TAB 4 - ESTIMATED COST PROPOSAL

The information requested in this section is required to support the basis for the proposed cost of the Consultant. Project funds available are to be used as estimating guidelines.

For purposes of planning a response to this proposal, while the estimated amount of the RFP is **\$1,600,000.00** the funds must be allocated to certain projects in the following manner. You may choose one of the listed campaigns for the work plan example needed in Tab 3, utilizing the funding allocated to support your strategy. Below is not an all inclusive list of campaigns and budgets may change based on Federal funding allocations.

- \$700,000 Checkpoint Strikeforce 2012 campaign and other impaired driving mobilizations (St. Patrick's, New Year's, Halloween)
- \$100,000 Designated Driver
- \$80,000 Safe Family Holiday
- \$170,000 Respect The Sign (Aggressive Driving) campaign
- \$245,000 Click It or Ticket (Feb- night time, May-day and night)
- \$60,000 Walk Smart Pedestrian Campaign
- \$85,000 Ride Smart Motorcycle Safety Campaign
- \$100,000 Underage Drinking Campaign

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

The estimated cost proposal should include breakdowns of cost in the following broad categories: Account Management, Public Relations, Media Buys, Evaluation, Market Research, Creative, Production (t.v, radio, outdoor, print, internet), incentive items, and Collateral Materials. It is acceptable to designate percentages regarding the amount of each campaign's budget will go toward items such as account management, media buys, evaluation, etc.

For purposes of preparing this proposal, the total cost to the State for actual work performed, products purchased and services provided under this contract shall be based on the work plan agreed upon at a total cost not to exceed the estimated **\$1,600,000.00**. Should additional funding become available, acceptance of a proposal based on the above listed Available Funds, and the negotiation of a contract with a successful bidder based on their proposal, will not preclude OHS from adding funds and projects to the contract so long as the overall scope of the project does not change.

Please consider the cost of any possible changes, additions, or man-hours worked, which are unforeseen at the time of the RFP, when calculating cost of project to be listed on this proposal. Any such changes should be allowed for in order that the total cost of project does not exceed **\$1,600,000.00**, or the limit of each campaign or program area listed above.

TAB 5 – SAMPLES OF CLIENT CREATIVE & CLIENT LIST

Include samples of creative that are representative of the style of work you do for your clients. The Review Committee will use these samples to determine if such work would be appropriate for use by OHS. Additionally, provide a list of clients that you would like the Review Committee to know about, particularly any clients related to traffic safety or other State Agencies.

TAB 6 - CONSULTANT TEAM QUALIFICATIONS & ACCOMPLISHMENTS

Include an organization chart of the company and resumes and pertinent background information for each team member who will be assigned to this project. Proposals must describe how the team members' academic, professional and/or educational experiences relate to the project to be undertaken.

Other accounts that bidding firms are working on or anticipate working on must not interfere with the firm's ability to complete any project for OHS. The amount of time each team member expects to devote to this campaign should be listed in the proposal. Additionally, each bidding firm must designate one person to be the Account Manager in the RFP. This person will be the primary point of contact with OHS if they are the successful bidder.

The consultant team should possess research and strategic planning skills, as well as considerable in-depth, and hands on experience in the creation and implementation of public information and awareness campaigns. Experience with web-based advertising is preferred. Experience in the area of traffic safety and/or working with State Agencies is preferred.

Responses should contain examples or sample products of any relevant campaigns, publicity, advertising, and public relations skills, as well as implementation skills, and any other applicable documentation.

Bidders should provide a list and description of all services their firm offers in-house, and services that are outsourced in this section. Bidders should have adequate capacity in terms of staff and resources to handle multiple campaigns at one time.

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

H. Modifications:

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response, and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals. However, the State reserves the right at any time to ask for clarification and/or technical information from any and all applicants submitting proposals. News releases pertaining to any material contained in this RFP will not be made without prior state approval and then only in coordination with the Office of Highway Safety.

For the purposes of preparing this proposal, the maximum amount of money currently available for this proposal is **\$1,600,000.00**. This funding will come from federal funds allocated for the Federal Fiscal Year 2012, which begins October 1, 2011. Consultants should not create a proposal with secondary options describing what can be done based on the potential for additional funding. Consultants are to use the estimated amount of **\$1,600,000.00** as their guide. The availability of additional funding after the contract period begins is dependent upon the approval of such funds by the federal government (National Highway Traffic Safety Administration). Should additional funding become available, acceptance of a proposal based on the above listed Available Funds, and the negotiation of a contract with a successful bidder based on their proposal, will not preclude OHS from adding additional funds and projects to the contract so long as the overall scope of the project does not change.

The successful bidder should be advised that the federal government does not often provide its full funding allocation to the Office of Highway Safety on October 1st. Therefore, the successful bidder must be prepared to work at times without being reimbursed within 30 days for work completed until OHS's funding allotment for a particular project has been received. By submitting a proposal response to this RFP, you are acknowledging to OHS that this will not be a problem.

CRITERIA FOR SELECTION OF PROPOSALS/PROPOSAL REVIEW PROCESS

1. Proposal Review Committee:

The Proposal Review Committee shall review all proposals submitted in response to the RFP. The Committee shall be comprised of representatives from the Office of Highway Safety and other agencies. The Committee shall determine the firm that best meets the minimum requirements pursuant to selection criteria and procedures established in 29 Del. C. § 6981, 6982, and the RFP.

The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the awards to the Secretary of the Department of Safety and Homeland Security, who shall have final authority subject to the provisions of this RFP and 29 Del. C. §6982 and 6986 to award a contract to the successful firm in the best interest of the State of Delaware.

2. Proposal Selection Criteria:

The Proposal Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Committee.

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

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

The Committee reserves the right to:

- ◆ Reject any and all 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 modifications to proposals from any or all contractors during the review and negotiation.
- ◆ Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.

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

| | |
|----------------------------------------------------------|---------------|
| | <u>Weight</u> |
| Soundness & Innovativeness of Approach (Tab 2) | 30 pts. |
| Work Plan/Implementation (Tab 3) | 30 pts. |
| Cost (Tab 4) | 25 pts. |
| Samples of Creative (Tab 5) | 25 pts. |
| Personnel & Research Organization Qualifications (Tab 6) | 20 pts. |
| Format of Proposal | <u>5 pts.</u> |
| Total | 135 pts. |

Consultants may be required to make an oral presentation of their proposal if in the opinion of the panel it becomes necessary for the purpose of making a final selection.

A. Soundness and Innovativeness of Approach - 30 pts.

Based on Tab 2 – Description of Proposed Effort. Emphasis here is on method for managing the work. Proposals should reflect anticipated problems, if any, contingencies, etc., and ability to succeed. Of particular importance will be the Consultant's ability to utilize a creative and innovative approach to achieve behavior change. Reviewers will look at Consultant's understanding of the objectives of the Office of Highway Safety and how the proposed work will meet those objectives. Information presented in Tab 2 will assist Reviewers in determining if the bidder is proposing a sound and logical plan to manage all of OHS's campaigns.

B. Implementation - 30 pts.

Based on Tab 3 – Work Plan. The panel will evaluate the Consultant's methods for putting described efforts into practice, the practicality of the anticipated results, and the soundness of measuring and analyzing results.

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

C. Cost – 25 pts.

Based on Tab 4. While the proposal may be awarded to the successful bidder based on criteria which do not include price, the panel will consider cost as a factor in the awarding of the contract. Specifically, the panel will look at how much of each budget is allocated for account management, vs. actual product such as media buys, and how much is allocated toward market research and evaluation. Disproportionate amounts of the budget going toward account management will not be looked upon favorably by the review panel.

D. Samples of Creative Work – 25 points

Based on Tab 5. The panel will evaluate samples of creative to determine if the style is appropriate for use by OHS.

E. Personnel and Research Organization Qualifications - 20 pts.

Based on Tab 6. Evaluations are based on the qualifications of proposed personnel measured by education and experience, with particular reference to experience on work similar to that described in the RFP.

The consultant organization will be evaluated based upon the capability of Consultants to meet the terms of the RFP, experience with using evaluation tools and market research in campaigns, plus the related studies or projects recently completed by the Consultant's organization which demonstrates expertise in accomplishing similar work. Consultant should have adequate capacity in terms of staff and resources to handle multiple campaigns on behalf of OHS at one time.

F. Format of Proposal - 5 pts.

Consultants are required to prepare and submit their proposal in the prescribed format.

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

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. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.
3. (Any other minimum criteria required)

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise (for the particular project under consideration)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Demonstrated ability
5. Distribution of work to individuals and firms or economic considerations
6. Other criteria necessary for a quality cost-effective project

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware, Department of Safety and Homeland Security website at <http://dshs.delaware.gov/information/rfp.shtml> and the State of Delaware Procurement website at <http://bids.delaware.gov>. Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Alison Kirk alison.kirk@state.de.us

A. U.S. Mail (*not recommended because the mail is not delivered to this building at a set time*):

Department of Safety and Homeland Security
Office of Highway Safety
P.O. Box 1321
Dover, Delaware 19903

B. Other Delivery: Department of Safety and Homeland Security

Office of Highway Safety
303 Transportation Circle, Suite 201
Dover, Delaware 19901

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a)** Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b)** Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c)** Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d)** Has violated contract provisions such as:
 - 1)** Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2)** Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 6 paper copies and 1 electronic copies on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **3 p.m. EDT on Friday, August 19, 2011**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

A. U.S. Mail (*not recommended because the mail is not delivered to this building at a set time*):

Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903

**B. Other Delivery: Department of Safety and Homeland Security
Office of the Secretary, Attn: Central Fiscal Office
303 Transportation Circle, Suite 220
Dover, Delaware 19901**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3 p.m. EDT on Friday, August 19, 2011**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through November 30, 2011. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

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

8. Non-Conforming Proposals

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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

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

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

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

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

b. Sub-Contracting

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

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

c. Multiple Proposals

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

13. Sub-Contracting

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

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

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, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website on the State of Delaware, Department of Safety and Homeland Security website at <http://dshs.delaware.gov/information/rfp.shtml> and the State of Delaware Procurement website at <http://bids.delaware.gov> by 4:30 PM July 22, 2011. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

15. 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.

16. State's Right to Cancel Solicitation

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

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

17. 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.

18. Notification of Withdrawal of Proposal

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

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

19. 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 <http://bids.delaware.gov>. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

C. RFP Evaluation Process

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

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

1. Proposal Evaluation Team

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

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

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

Department of Safety and Homeland Security
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 SHS-11-006-PubRelatns

a. Criteria Weight

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

| EVALUATION CRITERIA | | PERCENTAGE | POINTS |
|---------------------|----------------------------------------------------------|------------|--------|
| 1. | Soundness & Innovativeness of Approach (Tab 2) | 22.2 | 30 |
| 2. | Work Plan/Implementation (Tab 3) | 22.2 | 30 |
| 3. | Cost (Tab 4) | 18.5 | 25 |
| 4. | Samples of Creative (Tab 5) | 18.5 | 25 |
| 5. | Personnel & Research Organization Qualifications (Tab 6) | 14.8 | 20 |
| 6. | Format of Proposal | 3.8 | 5 |
| . | TOTAL SCORE | 100% | 135 |

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the 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.

Department of Safety and Homeland Security
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SHS-11-006-PubRelatns

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and the State shall be for one (1) year reimbursable contract period from October 1, 2011 and September 30, 2012. Each contract may be renewed for up to six (6) years in one (1) or two (2) year periods.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. 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 a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

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.

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

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

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

Department of Safety and Homeland Security
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SHS-11-006-PubRelatns

5. General Contract Terms

a. Independent contractors

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

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

b. Non-Appropriation

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

c. Licenses and Permits

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

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

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

Department of Safety and Homeland Security
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SHS-11-006-PubRelatns

d. Notice

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

Department of Safety and Homeland Security
Office of the Secretary, Attn: Central Fiscal Office
P.O Box 818
Dover, Delaware 19901

e. Indemnification

1. General Indemnification.

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

2. Proprietary Rights Indemnification

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

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

- (a)** Procure the right for the State of Delaware to continue using the Product(s);
- (b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

Department of Safety and Homeland Security
Full Service Public Relations Firm
 SHS-11-006-PubRelatns

- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

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

| | | |
|----|------------------------------------------------------------------|-------------------------|
| a. | Comprehensive General Liability | \$1,000,000 |
| b. | Professional Liability/Misc. Error & Omissions/Product Liability | \$1,000,000/\$3,000,000 |

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

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

Department of Safety and Homeland Security
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SHS-11-006-PubRelatns

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

g. Performance Requirements

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

h. Warranty

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

i. 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%).

j. Penalties

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

k. Termination for Cause.

If for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 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 the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

l. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 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 the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

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

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

n. 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.

o. Vendor Activity

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

p. Work Product

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

p. Contract Documents

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

q. Applicable Law

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

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

- (1) the laws of the State of Delaware;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;
- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

Department of Safety and Homeland Security
Full Service Public Relations Firm
SHS-11-006-PubRelatns

- (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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

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

r. Scope of Agreement

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

s. Other General Conditions

- (1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- (3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

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- (6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

2. RFP Reference Library

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

3. Definitions of Requirements

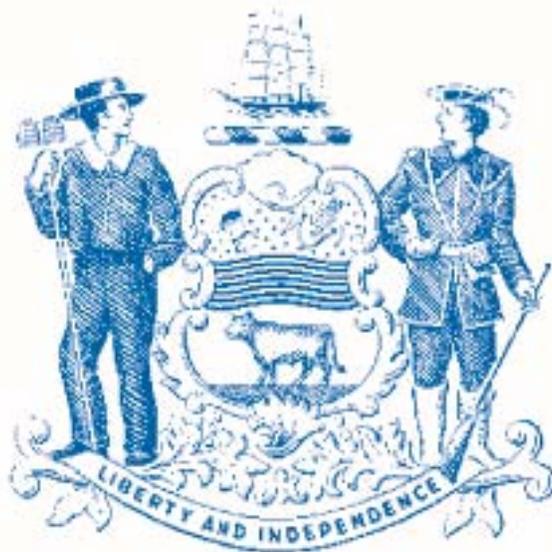
To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement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

4. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

State of Delaware

Office of Minority and Women Business Enterprise Certification Application



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

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us

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