



**CONTRACT NO. FM-FY17-PM001**

**Mechanical and Controls Maintenance Services**

Bid packets must be received by 3 p.m.  
September 14, 2016

Delaware State University  
Room 321, Claiborne D. Smith Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277

Point of Contact:  
**Zafar Chaudhry**  
(302) 857-7852  
302-857-6270

STATE OF DELAWARE  
Delaware State University

**FREQUST FOR PROPOSALS FOR  
MECHANICAL AND CONTROLS MAINTENANCE SERVICES  
ISSUED BY DELAWARE STATE UNIVERSITY  
CONTRACT NUMBER FM-FY17-PM001**

**I. Overview**

The Delaware State University seeks services for mechanical and controls maintenance. 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: 08/11/16
Mandatory Pre-bid Meeting	Date: 08/23/16 at 3:00 PM (Local Time)
Deadline for Questions	Date: 08/29/16 at 10:00 AM (Local Time)
Response to Questions Posted by:	Date: 09/08/16
Deadline for Receipt of Proposals	Date: 09/14/16 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: TBD

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 2). Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public Delaware State University data outside of the United States. The proposal must be submitted to:

**DELAWARE STATE UNIVERSITY  
ROOM 321, ADMINISTRATION BUILDING, 3<sup>RD</sup> FLOOR  
Attention: Zafar Chaudhry, Associate Vice President  
1200 NORTH DUPONT HIGHWAY  
DOVER, DE 19901**

Each proposal must be submitted with three paper copies and one electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses. The Delaware State University reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has been scheduled for 08/23/16 **at the office of facilities management, Facilities Management Conference Room that is located on main campus, 1200 N. DuPont Highway, Dover, DE 19901. This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

## II. Scope of Services

### Scope of Work:

- A. General Terms and Conditions
- B. Preferred Mechanical Maintenance Services
- C. Preferred Automation Maintenance Services
- D. Preferred Temperature Controls Maintenance Services
- E. Water Treatment services

### A. General Specifications

#### 1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason University requests Contractor to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by University.

#### 2. PROPRIETARY INFORMATION

2.1 All proprietary information (as defined herein) obtained by University from Contractor in connection with this Agreement will remain the property of Contractor, and University will not divulge such information to any third party without prior written consent of Contractor. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to University which Contractor deems proprietary or confidential and characterizes as proprietary at the time of disclosure to University by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The University shall incur no obligations hereunder with respect to proprietary information which: (a) was in the University's possession or was known to the University prior to its receipt from Contractor; (b) is independently developed by the University without the utilization of such confidential information of Contractor; (c) is or becomes public knowledge through no fault of the University; (d) is or becomes available to the University from a source other than Contractor; (e) is or becomes available on an unrestricted basis to a third party from Contractor or from someone acting under its control; (f) is received by University after notification to Contractor that the University will not accept any further information.

2.2 University agrees that Contractor may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Contractor submits any such document or statement to University for its approval, which will not be unreasonably withheld.

#### 3. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

3.1 University has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other

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components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to University's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

**3.2** Contractor is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by University, are appropriate for University and the Site except as specifically provided in an attached Work Scope Document.

**3.3** If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Contractor or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Contractor's reasonable control and Contractor shall have the right to cease the work or Services until the area has been made safe by University or University's representative, at University's expense. Contractor shall have the right to terminate this Agreement if University has not fully remediated the unsafe condition within sixty (60) days of discovery.

**3.4** University represents that University has not retained Contractor to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

**3.5** University is responsible for the containment of any and all refrigerant stored on or about the premises. University accepts all responsibility for and agrees to indemnify Contractor against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Contractor has brought refrigerant onsite and is directly and solely negligent for its mishandling.

**4. WARRANTY AND LIMITATION OF LIABILITY**

4.1 Contractor will replace or repair any product Contractor provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from University negligence, or from fire, lightning, water damage, or any other cause beyond the control of Contractor. This warranty applies to all products Contractor provides under this Agreement, whether or not manufactured by Contractor. The warranty is effective as of the date of University acceptance of the product or the date University begins beneficial use of the product, whichever occurs first.

**5. SOFTWARE LICENSE**

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. University shall be expected to grant Contractor access to the end user for purposes of obtaining the necessary software license.

**6. COVERAGE**

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**6.1** University agrees to provide access to all Equipment covered by this Agreement. Contractor will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with University's representative.

**6.2** It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of University.

**6.3** Contractor will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Contractor or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Contractor's control. Contractor will provide such services at University's request and at an additional charge. University is entitled to receive Contractor's then current preferred-University labor rates for such services.

**6.4** Contractor may install diagnostic devices and/or software at Contractor's expense to enhance system operation and support. Upon termination of this Agreement, Contractor may remove these devices and return the system to its original operation. University agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

**6.5** Contractor will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

**6.6** This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

**6.7** In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Contractor's sole option. CONTRACTOR is not responsible for any damages resulting from such alterations, modifications, changes or movement

**6.8** Contractor is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not otherwise required under this Agreement. University is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

**6.9** Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Contractor is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to University's system(s) hereunder.

**6.10** Unless otherwise specified, University retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the

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operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

**6.11** University will promptly notify Contractor of any malfunction in the system(s) or Equipment covered under this Agreement that comes to University's attention.

**B. Preferred Mechanical Maintenance Services**

**1.1 Scope** - CONTRACTOR will maintain the mechanical systems, components, and hardware listed below:

**List of Covered Equipment:**

MAIN CAMPUS (Dover, Delaware)			
Building	Location	Qty	Description
Admin	Pent House	3	B&G 10 HP Chilled Water Pumps - Primary
Admin	Boiler Rm	2	B&G Hot Water Pumps (7.5 HP) - Secondary
Admin	Boiler Rm	2	Cleaver Brooks Hot Water Boilers
Admin	Pent House	2	B&G Chilled Water Pumps (20 HP) - Secondary
Admin	Roof	2	Trane Screw Chillers (140 Tons)
Admin	Boiler Rm	3	5 HP B&G Primary Hot Water Pumps
Baker - New Bldg	Boiler Rm	1	1/2 HP Quincy Air Comp
Baker - New Bldg	Boiler Rm	1	Hankison 8010 Air Drier
Baker - Old Bldg	Boiler Rm #1	2	Bell & Gossett (B&G) Hot Water Pumps (3 HP)
Baker - New Bldg	Boiler Rm #2	2	TACO Hot Water Pumps (1 1/2 HP)
Baker - Old Bldg		3	**Weil McLain Hot Water Boilers
Conrad	Boiler Rm	2	1/2 HP Devilbiss Air. Comp.
Conrad	Boiler Rm	1	Wilkerson Air Drier
Conrad	Boiler Rm	2	B&G Hot Water Pumps (7 1/2 HP)
Conrad	Boiler Rm	1	Weil McLain Hot Water Boiler
Delaware Hall	Boiler Rm	2	1/2 HP Gast
Delaware Hall	Boiler Rm	1	Wilkerson Drier
Delaware Hall	Boiler Rm	2	Allis Chalmes Hot Water Pumps (3 HP)
Delaware Hall	Boiler Rm	1	Allis Chalmes Chilled Water Pumps (7 1/2 HP)
Delaware Hall	Boiler Rm	1	York 80 ton Split Chiller (air cooled) Model # LCHABR80
Delaware Hall	Boiler Rm	1	Weil McLain Hot Water Boiler
Ed. & Humanities	Boiler Rm	2	1 1/2 HP Quincy Air Comp.
Ed. & Humanities	Boiler Rm	1	Del Tech Drier
Ed. & Humanities	Boiler Rm	3	B&G Hot Water Pumps (5 HP)
Ed. & Humanities	Boiler Rm	1	B&G Hot Water Pumps (1 HP)
Ed. & Humanities	Attic	2	B&G Hot Water Pumps (1/2 HP)
Ed. & Humanities	Penthouse M. R.	1	B&G Hot Water Pumps (1 HP)
Ed. & Humanities	Boiler Rm	2	B&G Chilled Water Pumps (20 HP)
Ed. & Humanities	Boiler Rm	2	B&G Condenser Water Pumps (20 HP)
Ed. & Humanities	Boiler Rm	1	York 150 ton Screw Chiller, Model #YS-BB-BB-SD-CFA
Ed. & Humanities	Boiler Rm	1	Carrier 200 ton Chiller Model #30HXC206RZ-661KA
Ed. & Humanities		1	Baltimore Air Cooling Tower, Model #VNT 175A
Ed. & Humanities	Boiler Rm	2	H.B. Smith Hot Water Boilers

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E.T.V.	Boiler Rm	2	1/2 HP Devilbiss Air Comp.
E.T.V.	Boiler Rm	1	Hankison Air Drier
E.T.V.	Boiler Rm	2	B&G Hot Water Pumps (3 HP)
E.T.V.	Boiler Rm	1	B&G Chilled Water Pumps (3 HP)
E.T.V.	Boiler Rm	1	B&G Condenser Water Pump (7 1/2 HP)
E.T.V.	Boiler Rm	1	Weil McLain Hot Water Boiler
Evers Hall	Boiler Rm	1	3/4 HP Duplex Quincy Air Comp
Evers Hall	Boiler Rm	1	Hankison Air Drier
Evers Hall	Boiler Rm	2	B&G Hot Water Pumps (5 HP)
Evers Hall	Boiler Rm	2	B&G Dual Temp Water Pumps (3 HP)
Evers Hall	Boiler Rm	1	McQuay 125 ton Recip Chiller
Evers Hall	Boiler Rm	2	Bryant Hot Water Boilers
Evers Hall	Boiler Rm	1	Clever Brooks Hot Water Boiler
Grossley Hall	Boiler Rm	2	B&G Hot Water Pumps (1 1/2 HP)
Grossley Hall	Boiler Rm	1	Chilled Water Pump (3 HP)
Grossley Hall	Boiler Rm	1	Weishaupt Hot Water Boiler
Jason Library	Boiler Rm	1	Ingersal Duplex 2 HP Air Comp
Jason Library	Boiler Rm	2	Johnson Air Driers
Jason Library	Boiler Rm	2	B&G Hot Water Pumps (5 HP)
Jason Library	Boiler Rm	2	B&G Chilled Water Pumps ( 7 1/2 HP)
Jason Library	Boiler Rm	2	B&G Condenser Water Pumps (7 1/2 HP)
Jason Library	Boiler Rm	1	Carrier Screw Chiller, Model #30HXC186RZ
Jason Library	Boiler Rm	1	York Screw Chiller, Model #YCW0198SE46X
Jason Library	Boiler Rm	1	BAC Cooling Tower, Model #3654 CEMFS
Jason Library	Boiler Rm	1	Weil McLain Hot Water Boiler
Jason Library	Boiler Rm	1	Vitorond 200 Hot Water Boiler
Jenkins Hall	Boiler Rm	2	1 1/2 HP Gast Air Comp
Jenkins Hall	Boiler Rm	1	Hankison Air Drier
Jenkins Hall	Boiler Rm	2	B&G Hot Water Pumps (3 HP)
Jenkins Hall	Boiler Rm	1	B & G Chilled Water Pumps (3 HP)
Jenkins Hall	Boiler Rm	2	B&G Dual Temp Pumps
Jenkins Hall	Boiler Rm	1	McQuay 125 ton Screw Chiller
Jenkins Hall	Boiler Rm	2	Bryant Hot Water Boilers
Jenkins Hall	Boiler Rm	1	Clever Brooks Hot Water Boiler
Laws Hall	Boiler Rm	1	1/2 HP Gast
Laws Hall	Boiler Rm	1	Hankison Air Drier
Laws Hall	Boiler Rm	3	B&G Hot Water Pumps (1 1/2 HP)
Laws Hall	Boiler Rm	2	Bryant Hot Water Boilers
M.B.N.A.	Boiler Rm	2	Peerless Fluid Systems Hot Water Pumps (5 HP)
M.B.N.A.	Boiler Rm	2	Peerless Fluid Systems Cond. Water Pumps (15 HP)
M.B.N.A.	Boiler Rm	3	Peerless Fluid Systems Chilled water Pumps (10 HP)
M.B.N.A.	Mech Rm	2	Trane 211 ton Chillers, Model #RTHB215FMF
M.B.N.A.	Mech Rm	2	Clever Brooks Hot Water Boilers, Model #CB200-60
M.B.N.A.	Mech Rm	2	Hot Water Pumps
Mishoe Science N.	Boiler Rm	2	TACO Hot Water Pumps (3 HP)
Mishoe Science N.	Boiler Rm	1	TACO Hot Water Pumps (1 1/2 HP)
Mishoe Science N.	Boiler Rm	2	TACO Chilled Water Pump (15 HP)
Mishoe Science N.	Boiler Rm	2	TACO Condenser Water Pumps (5 HP)
Mishoe Science N.	Boiler Rm	2	McQuay 110 ton Recip Chillers, Model #WHR110D

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Mishoe Science N.	Boiler Rm	1	Evapco Cooling Tower
Mishoe Science N.	Boiler Rm	2	H.B. Smith Hot Water Boilers
Mishoe Science N.	Boiler Rm	2	Kewanee Steam Water Boilers (low pressure)
Mishoe Science N.	Boiler Rm	1	Fulton Steam Boiler
Mishoe South	Boiler Rm	1	330 ton York Centrifugal
Mishoe South	Boiler Rm	1	15 HP TACO Condenser Pump
Mishoe South	Boiler Rm	1	10 HP TACO Chilled Water Pump
Mishoe South	Boiler Rm	2	5 HP TACO Hot Water Pumpss
Mishoe South	Boiler Rm	1	BAC Cooling Tower
Mishoe South	Boiler Rm	2	HW Receiver Tanks and Pumps (4 pumps total)
Memorial Hall	Boiler Rm	2	Weil McLain Hot Water Boilers (Gas) Model 88
Memorial Hall	Boiler Rm	1	Hesco Hot Water Heater (2 mBTU) Model HN 900-CC-200
Memorial Hall	Boiler Rm	2	TACO Hot Water Pumps (3 HP)
Memorial Hall	Boiler Rm	2	TACO Secondary HW Pumps (5 HP)
Memorial Hall	Boiler Rm.	2	TACO Secondary HW Pumps (2 HP)
Oscar Building	Rooftop Mech Rm.	1	York air-cooled chiller, model # YVAA0183ABF
Oscar Building	Rooftop Mech Rm.	2	Chilled beam pumps
Oscar Building	Rooftop Mech Rm.	2	Chilled water pumps
Oscar Building	Rooftop Mech Rm.	2	Hot water pumps
Oscar Building	Rooftop Mech Rm.	2	Fulton Pulse hot water boilers
Price Hall	Boiler Rm	1	1 1/2 HP Quincy Duplex Air Comp
Price Hall	Boiler Rm	1	Air Drier Contractor
Price Hall	Boiler Rm	2	B&G Hot Water Pumps (10 HP)
Price Hall	Boiler Rm	2	B&G Hot Water Boilers
Price Hall	Boiler Rm	1	B&G Hot Water Pump
Thomasson	Boiler Rm	2	B&G Hot Water Pumps (2 HP)
Thomasson	Boiler Rm	1	Weil McLain Hot Water Boilers
Tubman	Boiler Rm	3	B&G Hot Water Pumps (2 HP)
Tubman	Boiler Rm	1	Vitorond Hot Water Boiler
Warren Franklin	Boiler Rm	1	1 HP Johnson Duplex Air Comp
Warren Franklin	Boiler Rm	1	Johnson Air Driers
Warren Franklin	Boiler Rm	2	B&G Hot Water Pumps (1 HP)
Warren Franklin	Boiler Rm	2	B&G Hot Water Pumps (3 HP)
Warren Franklin	Boiler Rm	2	B&G Chilled Water Pumps (10 HP)
Warren Franklin	Boiler Rm	2	B&G Condenser Water Pumps (15 HP)
Warren Franklin	Boiler Rm	2	B&G Dual Temp. Water Pumps (20 HP)
Warren Franklin	Boiler Rm	2	York 125 ton Recip. Chillers, Model #YCWZ99RPO/46
Warren Franklin	Boiler Rm	1	BAC Duplex Cooling Tower, Model #3130-2P
Warren Franklin	Boiler Rm	2	Cleaver Brooks Hot Water Boilers
Washington	Boiler Rm	1	Weil McLain Hot Water Boiler
Washington	Boiler Rm	1	1 1/2 HP Hot Water Pump
Conwell	Boiler Rm	2	Bryant Hot Water Boilers
Conwell	Boiler Rm	3	2 HP B&G Hot Water Pumps
Conwell	Boiler Rm	1	1 HP Quincy Air Comp
Conwell	Boiler Rm	1	Contractor Air Drier

WILMINGTON CAMPUS (Wilmington, Delaware)			
Building	Location	Qty	Description

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Kirkwood Highway	Boiler Rm	1	Weil McLain Boiler
Kirkwood Highway	Boiler Rm	1	Hot Water Pump
Kirkwood Highway	Boiler Rm	2	Dual Temperature Pumps
Kirkwood Highway	Rooftop	12	York Package units (including semi-annual filter changes per unit)

**1.2 Preventive Maintenance** - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to UNIVERSITY.

**1.3 Component Replacements** - CONTRACTOR will maintain UNIVERSITY'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on UNIVERSITY'S system(s).

CONTRACTOR will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain UNIVERSITY'S system. At CONTRACTOR'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property CONTRACTOR. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of CONTRACTOR, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, CONTRACTOR may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and CONTRACTOR shall adjust the price accordingly.

**1.4 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with UNIVERSITY. If it is determined that a site visit is required, CONTRACTOR personnel will arrive at UNIVERSITY site within four hours. If the resolution of the emergency service call requires CONTRACTOR to provide service for equipment that is not listed in Article 1.1 above, UNIVERSITY will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement:

- Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.

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Specified hours: 8:00 a.m. – 4:30 p.m., Monday through Friday.

**1.5 Performance Review** - A review of the Services provided within this Agreement will be performed by CONTRACTOR on an annual basis at UNIVERSITY'S request. CONTRACTOR and UNIVERSITY will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**1.6 Contractor Service Portal** – CONTRACTOR will provide University access to an Internet-based application that will allow the UNIVERSITY to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the CONTRACTOR contract). Functionality enhancements or deletions are at the discretion of CONTRACTOR.

**C. Preferred Automation Maintenance Services**

**1.1 Scope** - CONTRACTOR will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

**List of Covered Equipment:**

Qty	Description	Model Number	Location
1	XL500 Panel	XL500 DDC w/1-XP502, 2-XF521, 1-XC5010, 2-XF523, 7-XF524 boards	E.H. Bldg.
1	XL100 Panel	XL100 DDC panel	Grossley Hall
1	XL500 Panel	XL500 DDC w/1-XP502, 2-XF521, 1-XC5010, 2-XF523, 4-XF524 boards	Delaware Hall
1	XL500 Panel	XL500 DDC w/1-XP502, 3-XF521, 1-XC5010, 2-XF523, 5-XF524 boards	Jason Library
1	XL500 Panel	XL500 DDC panel w/1-XP502, 2-XF521, 1-XC5010, 5-XF524 boards	Tubman
1	XL100 Panel	XL100 DDC panel	Thomasson
1	XL100 Panel	XL100 DDC panel	Conrad
1	XL100 Panel	XL100 DDC panel	Laws
1	XL100 Panel	XL100 DDC panel	Maint. Bldg.
1	XL100 Panel	XM100A Dial-up panel	Maint. Bldg.
1	XBS	Excel Building Supervisor (XBS) PC front-end w/Windows NT	Maint. Bldg.
1	XL500 Panel	XL500 DDC w/1-XP502, 2-XF521, 1-XC5010, 2-XF523, 3-XF524 boards	Baker Bldg.
1	XL500 Panel	XL500 DDC w/1-XP502, 3-XF521, 1-XC5010, 3-XF523, 6-XF524 boards	Jenkins
1	XL500 Panel	XL500 DDC w/1-XP502, 2-XF521, 1-XC5010, 2-XF523, 5-XF524 boards	Memorial Hall
1	XL500 Panel	XL500 DDC w/1-XP502, 2-XF521, 1-XC5010, 2-XF523, 3-XF524 boards	Mishoe North
1	XL500 Panel	XL500 DDC w/1-XP502, 1-XF521, 1-XC5010, 2-XF523, 4-XF524 boards	Price Bldg.
1	XL500 Panel	XL500 DDC w/1-XP502, 3-XF521, 1-XC5010, 3-XF523, 7-XF524 boards	Evers Hall
1	XL500 Panel	XL500 DDC w/1-XP502, 2-XF521, 1-XC5010, 2-XF523, 3-XF524 boards	MLK
1	XL500 Panel	XL500 DDC w/1-XP502, 2-XF521, 1-XC5010, 2-XF523, 4-XF524 boards	E.T.V.
1	XL500 Panel	XL500 DDCI w/1-XP502, 2-XF521, 1-XC5010, 2-XF523, 3-XF524 boards	W. Franklin
2	XL100 Panel	XL100 DDC panel	
All	Remote Devices	All associated Contractor installed temperature sensors, relays, current sensors, and devices connected to the above listed panels	All above Listed Bldg.

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**List of Covered Software:**

Qty	Software Product Number	Version	Product Description	Location
All	S1052		Vendor Network Interface Communications Daughter Board EPROM	Maintenance Bldg
All	S1015		XBS Base Software	Maintenance Bldg
All	S1016		XBS Graphics Option	Maintenance Bldg
All	S635		X1584 Opt. Terminal	

**1.2 Coverage** - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and CONTRACTOR'S computer data bank of maintenance experience and manufacturer's specifications, according to CONTRACTOR'S best judgment.

After each service call is completed, details from the service report will be provided to UNIVERSITY.

CONTRACTOR will review current data and applications and will verify correct operation of connected HVAC equipment.

**1.3 Hardware Support** - CONTRACTOR will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

CONTRACTOR will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain UNIVERSITY'S system. At CONTRACTOR'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of CONTRACTOR.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of CONTRACTOR, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, CONTRACTOR may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and CONTRACTOR shall adjust the price accordingly.

**1.4 Software Support** - CONTRACTOR will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard CONTRACTOR software that may be periodically created by CONTRACTOR to maintain present system operations. Third-party applications and/or

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software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be UNIVERSITY'S sole responsibility.

UNIVERSITY shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on UNIVERSITY'S system. CONTRACTOR shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of UNIVERSITY'S system are excluded under this Agreement and will be provided when and if available and at UNIVERSITY'S expense.

Upon request, CONTRACTOR will provide documentation to operate all CONTRACTOR licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of UNIVERSITY, provided that UNIVERSITY abides by the terms of the License Agreement for Software Products.

**1.5 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with UNIVERSITY. If it is determined that a site visit is required, CONTRACTOR personnel will arrive at UNIVERSITY'S site within four hours. If the resolution of the emergency service call requires CONTRACTOR to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, UNIVERSITY will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement:

- Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. – 4:30 p.m., Monday through Friday.

**1.7 Performance Review** - A review of the Services provided within this Agreement will be performed by CONTRACTOR on an annual basis at UNIVERSITY'S request. CONTRACTOR and UNIVERSITY will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**1.8 Contractor Service Portal** – CONTRACTOR will provide University access to an Internet-based application that will allow the UNIVERSITY to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the CONTRACTOR contract). Functionality enhancements or deletions are at the discretion of CONTRACTOR.

**D. Preferred Temperature Control Services**

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**1.1 Scope** - CONTRACTOR will maintain the temperature control system components and related accessories listed below:

**List of Covered Equipment:**

Description	Location	Reference Drawing
Contractor	Baker Bldg.	916-65685, 1-2
Air Con	Baker Bldg.	1/8/87, 1-9
Johnson Control	Conwell	Hot Water Reset
Johnson Control	Delaware Hall	6060-0148, 1-4
Contractor	E.T.V. Bldg.	916-65659
Contractor	Price Bldg.	916-67602
Johnson Control	Mishoe North	88060-0119
Johnson Control	Jenkins	5060-5004, CON-46
Johnson Control	Jason Library	5060-5004, EMS-2, CON-1, & CON-2

**1.2 Preventive Maintenance** - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the Equipment. Maintenance intervals will be determined from consideration of component operating hours, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to UNIVERSITY.

**1.3 Component Replacements** - CONTRACTOR will maintain UNIVERSITY'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on UNIVERSITY'S system(s).

CONTRACTOR will repair or replace serviceable components and parts found on the List of Covered Equipment which have been found by CONTRACTOR to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain UNIVERSITY'S system. At CONTRACTOR'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property CONTRACTOR. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, or following twelve (12) months of service or at initial seasonal start-up, if any individual component(s) cannot, in the sole opinion of CONTRACTOR, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, CONTRACTOR may remove said component(s) from the List of Covered Equipment with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and CONTRACTOR shall adjust the price accordingly.

**1.4 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with UNIVERSITY. If it is determined that a site visit is required, CONTRACTOR personnel will arrive at UNIVERSITY site within four

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hours. If the resolution of the emergency service call requires CONTRACTOR to provide service for equipment that is not listed in the List of Covered Equipment above, UNIVERSITY will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement:

- Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. – 4:30 p.m., Monday through Friday.

**1.5 Performance Review** - A review of the Services provided within this Agreement will be performed by CONTRACTOR on an annual basis at UNIVERSITY'S request. CONTRACTOR and UNIVERSITY will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**1.6 Contractor Service Portal** – CONTRACTOR will provide University access to an Internet-based application that will allow the UNIVERSITY to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the CONTRACTOR contract). Functionality enhancements or deletions are at the discretion of CONTRACTOR.

**E. Water Treatment Services**

**1.1 Scope** - CONTRACTOR will provide a water treatment program for the following systems:

**List of Covered Equipment:**

<b>Quantity</b>	<b>Water System</b>	<b>Building</b>
1	Cooling Tower Water System	MBNA
1	Cooling Tower Water System	E.H.
1	Cooling Tower Water System	Jason Library
1	Cooling Tower Water System	Mishoe North
1	Boiler Steam System	Mishoe South
1	Cooling Tower Water System	Mishoe South
1	Cooling Tower Water System	Warren Franklin

**1.2 Preventive Maintenance** - A computer-scheduled treatment program for the control of scale, corrosion, and biological fouling will be provided. CONTRACTOR will regularly examine, test, and adjust all covered water treatment devices, and will perform periodic water analysis. On systems requiring continuous water analysis, an electronic monitoring system will be installed and maintained. The electronic monitoring system will automate the water analysis process, and adjust chemical feed and bleed interval automatically.

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**1.3 Supplies and Materials** - CONTRACTOR will provide and maintain all monitoring equipment, and will supply biodegradable chemicals necessary to maintain proper water treatment. All monitoring and application equipment furnished by CONTRACTOR will remain the property of CONTRACTOR.

**1.4 Emergency Service** - Should an emergency related to the function of the Water Treatment Services arise, CONTRACTOR personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with UNIVERSITY. If it is determined that a site visit is required, CONTRACTOR personnel will arrive at UNIVERSITY site **within four hours**. If the resolution of the emergency service call requires CONTRACTOR to provide service for equipment that are not listed in Article 1.1 above, UNIVERSITY will be liable for charges prevailing for such service.

**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 Delaware State University prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).

**B. General Evaluation Requirements and Weight Criteria**

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:

1. Experience and Reputation 20%
2. Capacity to meet requirements 20%
3. Demonstrated ability 20%
4. Price Cost 40%

**IV. 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**

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This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) . Paper copies of this RFP will not be available.

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

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

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the Delaware State University. Address all communications to the person listed below; communications made to other Delaware State University 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.

**DELAWARE STATE UNIVERSITY  
ROOM 321, ADMINISTRATION BUILDING, 3<sup>RD</sup> FLOOR  
Attention: Zafar Chaudhry, Associate Vice President  
1200 NORTH DUPONT HIGHWAY  
DOVER, DE 19901  
[zchaudhry@desu.edu](mailto:zchaudhry@desu.edu)**

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

**5. Consultants and Legal Counsel**

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

**6. Contact with University Employees**

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

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

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

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

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The University reserves the right to reject any non-responsive or non-conforming proposals. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the Delaware State University and received no later than **the time and dated listed in section I, Overview of this RFP**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Zafar Chaudhry, Associate Vice President  
Delaware State University  
Administration Building, 3<sup>rd</sup> Floor  
1200 North DuPont Highway  
Dover, DE 19901**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. FM-FY17-PM001” on the outside of the bid submission package.**

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

**3. Proposal Modifications**

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

**4. Proposal Costs and Expenses**

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

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 31, 2020. The Delaware State University 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 Delaware State University will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of Delaware State University personnel.

**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 Delaware State University.

**9. Concise Proposals**

The Delaware State University 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 Delaware State University's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

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

**11. Confidentiality of Documents**

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

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

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

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

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

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confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**12. Price Not Confidential**

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

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

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the Delaware State University 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 Delaware State University, 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 Delaware State University 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 Delaware State University expects to negotiate and contract with only one “prime vendor”. The Delaware State University will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

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

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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 Delaware State University.

**c. Multiple Proposals**

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

**14. Sub-Contracting**

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

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

**15. Discrepancies and Omissions**

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

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

**a. RFP Question and Answer Process**

The Delaware State University will allow written requests for clarification of the RFP. All questions shall be received no later than **the time and date listed in section I. Overview of this RFP**. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the due date. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

- Section number
- Paragraph number
- Page number

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- Text of passage being questioned

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

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

The Delaware State University 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 Delaware State University'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 Delaware State University may deem necessary in the best interest of the University.

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

The Delaware State University reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Delaware State University 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 Delaware State University. Vendor's participation in this process may result in the Delaware State University 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 Delaware State University to execute a contract nor to continue negotiations. The Delaware State University may terminate negotiations at any time and for any reason, or for no reason.

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

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

**19. Potential Contract Overlap**

Vendors shall be advised that the University, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its departments and as it serves the best interest of the University. 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 University reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the Delaware State University.

**20. Notification of Withdrawal of Proposal**

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

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

**21. Revisions to the RFP**

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

**22. Exceptions to the RFP**

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

**23. Business References**

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

**24. Award of Contract**

The final award of a contract is subject to approval by the Delaware State University. The Delaware State University 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 Delaware State University 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 Delaware State University 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 Delaware State University is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the Delaware State University. The award is subject to the appropriate Delaware State University approvals.

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

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**25. Cooperatives**

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

**C. RFP Evaluation Process**

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

The Delaware State University 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 Delaware State University may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the Delaware State University. 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 will negotiate with the qualified firm designated 1<sup>st</sup> on the preference list. 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 University's authorized personnel, 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 Delaware State University.

**2. Proposal Selection Criteria**

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

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the Delaware State University 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.

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- 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.

**Criteria Weight**

Weight criteria will be adopted as listed in section III (B) of this RFP

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

**3. Proposal Clarification**

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

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the Delaware State University 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 Delaware State University will pay travel costs only for Delaware State University personnel for these visits.

**5. Oral Presentations**

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

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

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

**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between the successful bidder and the University shall be for two years with two optional extensions for a period of one (1) year for each extension.

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- b. The selected vendor will be required to enter into a written agreement with the Delaware State University. The Delaware State University reserves the right to incorporate standard University 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 Delaware State University. 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 Delaware State University, 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 Delaware State University'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 of a Delaware State University purchase order signed by two authorized representatives of the University requesting service, properly processed through the Delaware State University.
- 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.
- g. The University 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.

**2. Collusion or Fraud**

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

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

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Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a Delaware State University employee or agent of the Delaware State University 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 Delaware State University 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 Delaware State University employees, contractors or agents of the Delaware State University concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**4. Solicitation of University Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the Delaware State University to leave the Delaware State University'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 Delaware State University's contracting officer. Solicitation of Delaware State University 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 Delaware State University employee who has initiated contact with the vendor. However, Delaware State University employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**5. General Contract Terms**

**a. Independent Contractors**

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

It may be at the Delaware State University's discretion as to the location of work for the contractual support personnel during the project period. The Delaware

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State University may provide working space and sufficient supplies and material to augment the Contractor's services.

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

Vendor agrees that any individual or group of temporary staff person(s) provided to the Delaware State University 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 University pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the Delaware State University 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 Delaware State University is a dual employer or the sole employer of any individual temporary staff person(s) provided to the Delaware State University pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the University to the maximum extent of any liability to the University arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the Delaware State University subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the Delaware State University 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 Delaware State University for any liability that arises out of compliance with the ACA prior to the date of hire by the Delaware State University. Vendor will waive any separation fee provided an employee works for both the vendor and hiring department, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the University department. Notice can be issued at second month if it is the State's intention to hire.

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

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Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**d. Notice**

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

**Delaware State University  
Attention: Mr. David Sheppard, General Counsel  
Administration Building  
1200 North DuPont Highway  
Dover, DE 19901**

**e. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Delaware State University, 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, whole 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 Delaware State University, the Delaware State University 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 Delaware State University 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 Delaware State University to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a

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degree that the Delaware State University 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 Delaware State University.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
  - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement:
    - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
    - ii. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
  - b. As applicable and determined necessary by the State, the Vendor shall also maintain:
    - i. Medical/Professional Liability - \$1,000,000.00 per occurrence/ \$3,000,000 per aggregate
    - ii. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/ \$3,000,000 per aggregate
    - iii. Product Liability - \$1,000,000 per occurrence/ \$3,000,000 aggregate
    - iv. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
    - v. Automotive Property Damage (to others) - \$25,000
4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to

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University contact prior to any work being completed by the awarded vendor(s).

5. The Delaware State University shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**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 Delaware State University. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

**j. Penalties**

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

**k. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Delaware State University.

1. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the University 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.

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On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the University provides a written acceptance of the vendor response. If the University does accept the Vendor's method and/or action plan to correct the identified deficiencies, the University 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 University may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The University may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University 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.

**I. Non-discrimination**

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

**m. Covenant against Contingent Fees**

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

**n. Vendor Activity**

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

**o. Vendor Responsibility**

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

**p. Personnel, Equipment and Services**

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

**q. Vendor Background Check Requirements**

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

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

**r. Work Product**

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

**s. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the Delaware State University and the successful vendor shall constitute the contract between the Delaware State University 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, Delaware State University'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 Delaware State University and the vendor.

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**t. Applicable Law**

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

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

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

If any vendor fails to comply with (1) through (5) of this paragraph, the Delaware State University 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.

**u. 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.

**v. 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 Delaware State University 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 University pursuant to this contract. Upon either the University'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 University and Vendor shall meet and confer about coordination of representation in such action.

**w. Scope of Agreement**

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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.

**x. 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.

**y. 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 University representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the University 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 University for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**z. 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 Delaware State University 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 Delaware State University.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such

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items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Delaware State University.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Delaware State University.
9. **Billing** - The successful bidder (s) is required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to: [Invoices@desu.edu](mailto:Invoices@desu.edu) or to *Accounts Payable Department, Administration Building, 3<sup>rd</sup> Floor Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-2277*
10. **Payment** - The University reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The University will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Additional Terms and Conditions** – The Delaware State University reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

The Delaware State University 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 Delaware State University 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 Delaware State University.

**2. Definitions of Requirements**

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

**3. Production Environment Requirements**

The Delaware State University requires that all hardware, system software products, and application software products included in proposals be currently in use in a

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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.

**CONTRACT NO.:** FM-FY17-PM001  
**CONTRACT TITLE:** Mechanical and Controls Maintenance Services

**NON-COLLUSION STATEMENT**

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

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

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

COMPANY NAME \_\_\_\_\_ Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	_____	Minority Business Enterprise (MBE)	Yes
_____	Woman Business Enterprise (WBE)	Yes	No
_____	Disadvantaged Business Enterprise (DBE)	Yes	No
_____	Veteran Owned Business Enterprise (VOBE)	Yes	No
_____	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

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

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





Contract No. FM-FY17-PM001  
Contract Title: Mechanical and Controls Maintenance Services

BUSINESS REFERENCES

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

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

Please do not list any Personal References or University Employees as a business reference. If you have held a University contract within the last 5 years, please provide a separate list of the contract(s).

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

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

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

SUBCONTRACTOR INFORMATION FORM (IF APPLICABLE)

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. FM-FY17-PM001	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**\* Use a separate form for each subcontractor**

**BID SHEET**

Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Bidders are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the work outlined at the unit prices indicated below.

<b>1. Service Work Hourly Rate:</b>	
Regular Working Hours	
(8 AM – 4:30 PM M-F)	\$
Overtime Working Hours:	
(4:30 PM – 8 AM M-F)	
(4:30 PM – Fri 12 Midnight Sat.)	\$
Sunday Hours:	
(12 Midnight Sat. – 8 AM Monday)	\$
Holidays:	
(4:30 PM prior night – 8 AM following day)	\$
<b>2. Emergency Work Rate:</b>	
Regular Working Hours	
(8 AM – 4:30 PM M-F)	\$
Overtime Working Hours:	
(4:30 PM – 8 AM M-F)	
(4:30 PM – Fri 12 Midnight Sat.)	\$
Sunday Hours:	
(12 Midnight Sat. – 8 AM Monday)	\$
Holidays:	
(4:30 PM prior night – 8 AM following day)	\$
<b>3. Material Mark-up from wholesale rates (%):</b>	_____ %
<b>4. Response Times:</b>	<b>Hours/Days</b>
Standard Response	
Emergency Response	
<b>5. Sub-Contractor:</b>	
Rates	\$
Mark-Up %	_____ %