



REQUEST FOR PROPOSALS  
DELAWARE STATE UNIVERSITY  
PURCHASING DEPARTMENT – ADMINISTRATION & SERVICES BLDG. 3<sup>RD</sup> FLOOR  
1200 NORTH DUPONT HWY  
DOVER, DE 19901

Delaware State University of Dover, Delaware solicits for proposals on our **Delaware State University Environmental Professional Services - As Needed Contract**. This is a qualification and price based selection process. A statement of qualification along with hourly rate pricing is requested to be submitted at this time.

**SCOPE OF WORK:**

To provide consulting, surveying, design and specifications for minor projects, on an as needed basis for the University Campus. It is anticipated that the project design services, on a project to project basis, will range between one thousand dollars (\$1,000.00) and forty-five thousand dollars (\$45,000.00). Based upon project projections on campus, it is anticipated that the need for services may be rendered at least once a month. (The utilization and quantity of services will be at the sole discretion of the University.) Additionally, services will be requested to review drawings produced by University Construction and Planning Department for small projects for purposes of permitting or bidding. (Examples of these projects might be: a single restroom renovation, existing/new condition drawings for a new generator, HVAC unit or other minor renovation/repair/replacement.)

All terms and conditions below are a part of this request for proposal and no proposals will be accepted unless all conditions have been complied with. Rights are reserved by Delaware State University to accept or reject any and all proposals and to waive all technicalities and award in the best interest of Delaware State University. Delaware State University does not sign contract forms provided by vendors. The bid, request for proposal, or invitation to negotiate with the vendor's signature will constitute an offer to sell to Delaware State University under the stated terms and conditions. A final contract will be developed after negotiations.

All prospective proposers are hereby cautioned not to contact any member or employee of Delaware State University nor attempt to persuade or promote through other channels. All requests for additional information must be submitted in accordance with instructions contained in this Request for Proposal. Failure to comply with these procedures shall be cause for disqualification of firm's Submittal.

**INSTRUCTIONS TO VENDOR:**

1. All proposals shall be filed in the Purchasing Department of Delaware State University, 1200 North DuPont HWY, Dover, DE 19901, prior to **2:00 PM, local time, Friday, June**

**1, 2012** and clearly marked **"Delaware State University Environmental Professional Services-As Needed Contract to be opened June 1, 2012"**. Proposals will be recorded as received at this time. Proposals received after this time will not be considered. All proposals shall be submitted, in a sealed package or envelope, and all required documents submitted at that time. Faxed or e-mailed proposals will not be accepted. From the notice of publication until 72 hours after the posting of the recommendation of award only the Purchasing Department should be contacted concerning any questions concerning this RFP. No other employee, officer, staff or agent of Delaware State University should be contacted during this period. All questions/concerns shall be directed, in writing, to:

Anthony Patterson, Director of Planning & Construction  
E-mail: apatterson@desu.edu  
Fax: 302-857-7145  
Address: 1200 North DuPont Hwy  
Dover, DE 19901

All other forms included in the request must be completed and submitted with the proposal.

2. Recommended awards will be posted for review by interested parties on or about **June 1, 2012** and will remain posted for a period of 72 hours in the Purchasing Department located at 1200 North DuPont Hwy, Dover, DE 19901 on the State of Delaware website. Since this information is available as outlined, the Purchasing Department of Delaware State University, will not mail or fax recommendation of award notices to all bidders. Failure to file a protest within the time prescribed in the Delaware Statutes shall constitute a waiver of proceedings under Chapter 29, Delaware Statutes. Any person who is affected adversely by the decision or intended decision shall file with the Board a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals (but no later than the time when the bids or responses must be received in order to be considered), and the formal written protest shall be filed within 10 calendar days after the date the notice of protest is filed. The 72 hours period referred to herein shall not include Saturdays, Sundays, or holidays. The word "holiday" shall mean any weekday on which Delaware State University's Administrative offices are closed. Failure to file a timely formal written protest shall constitute a waiver of proceedings under Chapter 29, Delaware Statutes. The formal written protest shall state with particularity the facts and law upon which protest is based. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to , shall post at the time of filing the formal written protest, a bond payable to Delaware State University in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, or money order will be an

acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, Delaware State University prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from Delaware State University all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Upon receipt of the formal written protest and protest bond which has been timely filed, Delaware State University shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final Delaware State University action, unless the President of Delaware State University sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

3. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, professional, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
4. Public Entity Crimes Disclosure: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, professional, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity.
5. Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for bidder, to solicit or secure this RFP and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for proposer, any fee, commission, percentage, gift or any other consideration contingent upon, or resulting, from the award of making of this RFP.
6. Where proposers are required to enter or go onto Delaware State University property to deliver materials or perform work or services as a result of a RFP award, the bidder agrees to Indemnify and Hold Harmless Delaware State University as provided in the Agreement attached hereto and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to Delaware State University occasioned by joint or sole negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of their proposal.
7. For proposals to be considered proposers shall have any and all licenses and permits required by Federal, State and Local Governments and those requested within this RFP.

8. The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. A separate invoice must be received for each purchase order number.

## **SPECIAL TERMS AND CONDITIONS**

### **INTRODUCTION AND BACKGROUND (SCOPE):**

It is the intent of Delaware State University to select qualified firm(s) to provide Environmental Consultant Services, as needed. It is anticipated that Delaware State University will award a Contract(s) for twelve (12) months with two (2) one-year renewal options. Work orders for specific projects will be issued as needed.

Submittal Requirements – Applicant must be a licensed Engineer in the State of Delaware at the time of submittal. Further, if a corporation, the applicant must be registered by the State of Delaware, to operate in the State of Delaware and have a licensed Engineer on staff at the time of submittal.

### **KEY EVENTS AND DATES:**

May 25, 2012	Deadline for Questions @ 4:00 PM
May 28, 2012	Last date for addendums
June 1, 2012	Proposals due @ 2:00 PM
June 3, 2012	Evaluate proposals and make selection(s)
June 4, 2012	Posting of Committee Recommendation
June 5, 2012	RFP Short-List Recommendation to Board of Trustees for Approval
TBD	Negotiations
TBD	Contract Award

### **AWARD METHOD:**

A contract may be awarded to the most responsive and responsible qualified proposer(s) who achieves the highest point score through the proposal evaluation process as outlined later in this document under the Method of Evaluation section. Delaware State University reserves the right to negotiate with the highest ranked proposer(s) regarding proposal scope, quality, price, and any other issues it considers relevant to successful performance of the services. If an agreement cannot be reached with the highest ranked proposer, Delaware State University reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

### **CONTRACT PERIOD:**

The term of this contract shall be for an initial one (1) year period with the option to renew for two (2) additional one (1) year periods upon the mutual consent of both parties. Any renewal will be in writing and signed by both parties.

### **ACCEPTANCE OF VENDOR RESPONSES:**

Delaware State University reserves the right to accept or reject proposals and to accept or reject portions of a proposal based upon the information requested. Vendors may be excluded from further consideration for failure to fully comply with the requirements of this RFP solely at Delaware State University's discretion.

### **METHOD OF**

An Evaluation Committee, using an Evaluation Form shown in

**EVALUATION:** Attachment A, will evaluate the proposals received. Each Committee member will independently score each proposal using a predetermined point system following the set of evaluation criteria listed in Attachment A. Each Committee member's proposal scores will be ranked with the firm receiving the highest score also receiving the highest # of composite points(i.e. if 10 firms submitted proposals, the highest scored firm would receive 10 composite points, the second highest would receive 9 composite points, etc...). These composite points will then be added together and the proposals with the highest overall composite points will be placed on a short-list.

The short-listed respondents may be invited to make an oral presentation to further explain their proposal. If this is required, the Committee members will assign each presentation one, two, or three points (three being the highest), unless more than three are chosen then the number chosen will correspond to the points, to indicate their ranking. These points will be added together to determine the Committee's final, ranked, short-list.

**NON-EXCLUSIVE AGREEMENT:** This RFP does NOT establish an exclusive arrangement between Delaware State University and vendor. Delaware State University reserves, but is not limited to, the following rights:

- The right to use others to perform work and services described in this RFP;
- The right to request proposals from other Vendors for work described in the RFP; and
- The unrestricted right to bid any work or services described herein.

**QUALIFICATIONS OF VENDORS:** Delaware State University expressly reserves the right to accept or reject any and all proposals if it is in the best interest of Delaware State University to do so.

**AMENDMENT & CANCELLATION:** Delaware State University reserves the right to cancel, recall, and/or reissue all, or any part, of this RFP, at anytime.

**WITHDRAWAL:** By written request to the Purchasing Department, vendor may withdraw from the RFP process at any time before the closing date for the receipt of proposals.

**CONFIDENTIALITY OF INFORMATION:** Delaware State University reserves the right to retain all copies of vendor proposals submitted in response to this Request for Proposals. You are hereby notified that proposals submitted in response to this solicitation cannot be granted immunity from public scrutiny. All information submitted must be made available to the public for examination, if so requested. Vendor requests to hold certain submitted materials in confidence cannot be honored. Information that is proprietary must be clearly marked as such. If it is

essential to your organization that certain materials are kept confidential, and they are a required element of this Request for Qualification, it is recommended that you decline to respond to this solicitation.

**PROPOSAL  
PREPARATION  
COSTS:**

The costs of developing proposals are entirely the responsibility of the vendor, and shall not be charged in any manner to Delaware State University. This includes, but is not limited to, the direct cost of vendor personnel assigned to prepare vendor's response to the RFP and any out-of-pocket expense (including, but not limited to, travel, accommodation, supplies) incurred by vendor in preparing the response to the RFP.

**SUPPLEMENTAL  
MATERIALS:**

Proposals shall meet the requirements and conform to the format prescribed in this RFP. As additions to this required format, vendor is permitted to submit supplemental materials to the base proposal when vendor determines a need to more fully explain aspects of vendor's solution, applications, or services. Any such additions must be explicitly identified.

**SOLICITATION OF  
DSU EMPLOYEES:**

Delaware State University expressly prohibits vendors from making any offer of employment, equivalent offer, or any other offering of value to any Board Member or employee of Delaware State University.

**PRESS RELEASES  
& PUBLICITY:**

No announcements or news releases pertaining to vendor's participation in this RFP, the selection of proposal or award of contract shall be made by vendor, its representatives, or agents until a final award has been made by Delaware State University.

**PRIME  
CONTRACTOR  
RESPONSIBILITIES  
:**

Delaware State University will consider the selected vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

**ASSIGNMENT OF  
CONTRACT:**

The final contract to be awarded and any amounts to be paid thereunder shall not be transferred, pledged, or assigned without the prior written approval of Delaware State University.

**SUB-  
CONTRACTORS:**

Vendor must describe in the proposal, all responsibilities that vendor anticipates assigning or subcontracting, identify the subcontractor and also describe how vendor will manage these subcontractors.

**PROPOSAL  
CONTENT &  
SUBMITTAL:**

Three (3) complete copies (1 original and 2 copies) of the proposal shall be submitted by respondents. In addition, submit one CD/DVD of your proposal in either Microsoft Word© format or Adobe PDF© format. One original proposal response shall be unbound in a format made ready for photocopying for ease of reproduction by Delaware State University. Each proposal shall include all information and submittals requested in this RFP. Incomplete proposals may be

declared non-responsive.

**PROPOSAL  
ORGANIZATION:**

Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this RFP. Responses should be correlated to the specific Submittal, Criterion, Section or Page Number of the RFP being addressed. Evaluation Committee members will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

**ATTACHMENTS:**

Attachment A: Proposal Evaluation Form  
Attachment B: Sample Agreement (Final agreement to be developed after negotiations with selected proposer(s).)  
Attachment C: Public Entity Crimes Affidavit  
Attachment D: Non-Collusion Affidavit  
Attachment E: Federal Debarment Form  
Attachment F: Contract Acceptance Form  
Attachment G: Conflict of Interest Form

**RESPONSE  
INSTRUCTIONS:**

This section outlines the requirements that the proposer is requested to address in order to comply with this RFP. It is important that the format is followed as presented here. Priorities will be used to weight responses to determine overall applicability; therefore it is very important that we receive responses to all requirements. Delaware State University reserves the right to change the priority of requirements.

All proposals must be typewritten on 8½" x 11" paper and contain a table of contents delineating responses to each section. Proposals must be organized and indexed in the format identified herein. Each section must contain all items in the sequence identified. An authorized official must sign proposals. Please provide:

1. A total of 3 hard copies of the proposal response in the format outlined.
2. The original proposal response shall be unbound in a format made ready for photocopying for ease of reproduction by Delaware State University.
3. One (1) CD of your proposal, in either Microsoft Word© format or Adobe PDF© format.

**RESPONSE  
FORMAT:**

General Selection Criteria will be as required by law and will include:

1. Professional Qualifications of Firm and specific individuals to be assigned to the Project (include resumes).



2. Past performance in similar activities. List of all projects, with references, of similar nature within the past three years. Title and brief description of each project to include: (at least three per year)
  - Client (contact person, address, and telephone number)
  - Year Completed
  - Nature of Work involved in each Project
  - Total Cost
3. Current and near future workload. (Ability to perform in a timely fashion).
4. Proof of licensing in accordance with Delaware Statutes indicating registration with the State of Delaware and licensing by the State of Delaware within the professional qualifications required within the RFP.
5. Any additional data pertinent to project regarding Firm's capability. (Please limit to two pages.)
6. Completed location information. Attachment A, Location Table.
7. Completed Public Entity Crimes Affidavit. Attachment C.
8. Completed Non-Collusion Affidavit. Attachment D.
9. Completed Federal Debarment Form. Attachment E.
10. Statement indicating acceptance of, or proposed deviations to contract terms as demonstrated in Attachment F.
11. Disclosure of any potential Conflict of Interest due to any other clients, contracts or property interests for this project only. Include a notarized statement certifying that no member of your firm ownership, management, or staff has vested interest in any aspect of or department of Delaware State University of Kent County. Attachment G.
12. If claiming Minority status, provide the appropriate State issued certificate and check appropriate box on bottom of Attachment A, Location Table.

Submittals must follow the format as outlined above or they may not be considered. The Selection Committee will review all submittals received on time using the criteria listed above and will determine a "short-list" of a minimum of three (3) firms deemed to be the most highly qualified to perform the required services. If the Selection Committee deems necessary, it will receive presentations or conduct phone interviews before determining the final ranking order of the

“short-list”. Firms will be notified in writing as to whether they have been selected for interview within approximately two weeks after submittal date. Notices for interview will contain explicit directions.

All prospective professionals are hereby cautioned neither to contact any Board member of Delaware State University or any member of the Selection Committee nor to attempt to persuade or promote through other channels. All contacts must be channeled through the Purchasing Department. Failure to comply with these procedures shall be cause for disqualification of firm’s Submittal.

Delaware State University also expects the awarded contractor to display the following qualities:

- A serious and rigorous commitment to safety practices.
- A detailed understanding of Delaware State University’s needs.
- Strong work management capabilities.
- Forward-looking expertise and a commitment to bringing in new technologies and processes.
- Adherence to all Federal, State and Local policies, practices and regulatory requirements.

DELAWARE STATE  
UNIVERSITY  
POLICIES AND  
GENERAL  
REQUIREMENTS:

The policies set forth below are Terms and Conditions defined in Delaware State University’s Services Agreement. The Professional should be aware that Delaware State University will have the same expectations of contracted workers as regular Delaware State University employees when they are assigned to work at Delaware State University owned locations. Violation of these policies, or others in the contract, may be grounds for termination.

1. Authorized Access – A name badge is required to enter Delaware State University buildings.
2. Certification Service – The Professional shall be required to ensure that its employees and subcontractors performing work at the Offices are properly certified and eligible to work in the United States.
3. Delaware State University is committed to maintaining a safe and drug-free work environment. The Professional shall be responsible for ensuring that its employees and work areas remain drug free through the performance of their duties at the Offices.
4. Safety – Safety is a top priority at Delaware State University. Delaware State University believes that “safety first” standards throughout the company is critical to minimizing risks and maximizing resources. The Professional shall be responsible for knowing and complying with Delaware State University’s

safety, security and emergency policies and procedures. Professional employees and subcontractors shall also become familiar with and adhere to Delaware State University's safety policies while on Delaware State University property.

5. Environmental Compliance – The Professional shall provide a list of all chemicals used in the performance of the contract to the Offices point of contact prior to use. All chemicals shall be used in compliance with all applicable Federal, State, and Local laws. The Professional and its personnel shall demonstrate their understanding of these laws and must document compliance procedures. The Professional shall be responsible for maintaining all Material Safety Data Sheets (MSDS) for all chemicals used in performance of this contract and have copies of such documents on the premises.
6. Energy Conservation – Delaware State University actively seeks to minimize energy usage, both to meet facilities cost reduction targets and in keeping with its environmental objectives. The Professional's processes and procedures shall assist Delaware State University in achieving these goals.
7. Compliance with Laws – The Professional must comply with all applicable laws, rules, and regulations of Federal, State, and local governments, including OSHA, equal opportunity laws, and environmental laws. Failure to comply with laws may result in the termination of the contract. The Professional shall immediately correct any work, and replace any material, which does not comply with such laws, rules and regulations at its own expense.
8. Subcontractors – Prior to subcontracting any of the Services, the Professional shall notify Delaware State University of the proposed subcontract and shall obtain Delaware State University's approval in writing of such subcontract. Prior to amending, modifying or otherwise supplementing any subcontract relating to the Services, the Professional shall notify Delaware State University of the proposed amendment, modification or supplement and shall obtain Delaware State University's approval in writing. If requested by Delaware State University, Professional's Subcontractor will be required to submit to a security site visit prior to final written approval from Delaware State University.

No subcontracting shall release the Professional from its responsibility for its obligations under this Agreement. The Professional shall be responsible for the work and activities of each of its Agents, including compliance with the terms of this Agreement. The Professional shall be responsible for all

payments to its subcontractors.

The Professional shall promptly pay for all services, materials, equipment and labor used by the Professional in providing the Services and the Professional shall keep Delaware State University's premises free of all liens.

**QUESTIONS:**

Clarification of any language in the RFP may be obtained by fax, email or US mail. Verbal discussion of items in the RFP with Delaware State University personnel is not to be construed as changing any of the Request For Proposal requirements. Any additional information or addendums will be posted on the State of Delaware website. All questions/concerns shall be received by no later than **2:00 PM, local time, Friday, May 25, 2012** and be directed, in writing, to:

Anthony Patterson, Director of Planning & Construction  
E-mail: [apatterson@desu.edu](mailto:apatterson@desu.edu)  
Fax: 302-857-7145  
Address: 1200 North DuPont Hwy  
Dover, DE 19901

ATTACHMENT A  
EVALUATION FORM  
Request for Qualifications  
Rating Sheet

Delaware State University Environmental  
Professional Services-As Needed Contract

Possible Points									
Each of the following areas receive 1 point if requirement is attached. If requirement is not attached, 0 points received.									
Specific Individuals Assigned	1								
Proof of Licensing	1								
Conflict of Interest Statement	1								
Contract Acceptance Statement	1								
TOTAL	4								
Location* (See Location Table Below)	5								
Professional Qualifications	30								
Past Performance	30								
Current/Future Workload	25								
Total Rating Points:	6								
<b>Grand Total</b>	<b>96</b>								

Committee Member \_\_\_\_\_  
Date \_\_\_\_\_

EVALUATION FORM CONTINUED  
LOCATION TABLE\*

**This page must be included in your submittal.**

In order to receive the location points for the office proposed to perform the majority of the work for this project the proposing firm must have had that office established for one (1) or more years, and staffed with at least one (1) full-time employee during that time period.

Indicate below the office where the majority of the work will be performed, including the address and number of years at that location and the number of full time staff. Mapquest ([www.mapquest.com](http://www.mapquest.com)) will be utilized to assess distance.

Points	Distance from: 1200 North DuPont Hwy Dover, DE 19901
5	If office is within City of Dover or Kent County, DE
4	0 – 50 miles outside of Kent County, Delaware
3	51 - 76 miles
2	77 – 102 miles
1	103 – 128 miles

Location of office where majority of work will be performed:

County: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip*

Date office established: \_\_\_\_\_

Number of full time staff: \_\_\_\_\_

☐ Yes

☐ No

Claiming minority status. If yes, attach State of Delaware issued certificate.

**ATTACHMENT B**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2011, between Delaware State University of Kent County, Delaware, whose address is 1200 North DuPont Hwy, Dover, DE 19901 (hereinafter referred to as the "DELAWARE STATE UNIVERSITY"), and \_\_\_\_\_, Inc., whose address is \_\_\_\_\_, \_\_\_\_\_, Delaware \_\_\_\_\_, (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services: The PROFESSIONAL shall perform the following services: SEE EXHIBIT "A", which is attached and incorporated by reference herein. Nothing herein shall limit Delaware State University's right to obtain proposals or services from other professionals for similar projects.
2. Insurance:
  - A. The PROFESSIONAL shall maintain throughout this Agreement the following insurance:
    - (i) Professional liability insurance in the amount of One Million Dollars (\$1,000,000);
    - (ii) Comprehensive General Liability insurance in the amount of One Million Dollars (\$1,000,000);
    - (iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the PROFESSIONAL, in an amount not less than five hundred thousand (\$500,000) combined single limit per occurrence for bodily injury and property damage; and
    - (iv) Workers' Compensation Insurance for all employees of the PROFESSIONAL as required by Delaware Statutes. A Waiver of Subrogation in favor of Delaware State University of Kent County, Delaware and its members, officers and employees shall be endorsed onto the Workers' compensation policy
  - B. "Delaware State University of Kent County, Delaware and its members, officers and employees" shall be an additional named insured on all those coverages/policies listed above except Workers' Compensation Insurance and Professional Liability Insurance.
  - C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
  - D. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
    - (i). The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Delaware or (2) an eligible surplus lines insurer under Delaware Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or equal independent 3<sup>rd</sup> party rating agency.

- (ii). With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Delaware Statutes or (2) authorized as a commercial self-insurance fund pursuant to Delaware Statutes.
  - E. Neither approval nor failure to disapprove the insurance furnished by the PROFESSIONAL to Delaware State University shall relieve the PROFESSIONAL of the PROFESSIONAL'S full responsibility to provide insurance as required under this Agreement.
  - F. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The certificate of insurance shall contain the provision that Delaware State University be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to Delaware State University at a minimum of fifteen (15) calendar days in advance of such expiration.
  - G. Unless otherwise notified, the certificate of insurance shall be delivered to:  
  
Delaware State University  
Purchasing Department  
1200 North DuPont Hwy  
Dover, DE 19901
  - H. The name and address of the Certificate Holder on the certificate of insurance must be:  
  
Delaware State University  
1200 North DuPont Hwy  
Dover, DE 19901
  - I. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2, paragraph A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs then PROFESSIONAL agrees that DELAWARE STATE UNIVERSITY may take any action necessary by law or in equity to preserve and protect DELAWARE STATE UNIVERSITY'S rights.
3. Indemnification: The PROFESSIONAL agrees to make payment of all proper charges for labor required in the aforementioned work and PROFESSIONAL shall indemnify DELAWARE STATE UNIVERSITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless Delaware State University or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which Delaware State University or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.



If, however, this Agreement is a “construction contract” as defined in and encompassed by the provisions of Delaware Statutes, then the following shall apply in place of the aforementioned indemnification provision:

The PROFESSIONAL shall indemnify Delaware State University and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney’s fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to two million and 00/100 dollars (\$2,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify Delaware State University shall be limited to acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and Delaware State University, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify Delaware State University against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of Delaware State University, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

If the PROFESSIONAL is providing design professional services as provided in Delaware Statutes, then the following shall apply in place of the aforementioned indemnification provisions:

The PROFESSIONAL shall indemnify and hold harmless Delaware State University, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys’ fees, to the extent caused by the part of sole negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL and other persons employed or utilized by PROFESSIONAL in the performance of this Agreement.

4. Codes, Laws, and Regulations: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. Permits, Licenses, and Fees: PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. Access to Records: PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by Delaware State University during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the invoice.
7. Right to Audit.
  - A. PROFESSIONAL shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of seven (7) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. PROFESSIONAL shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. DELAWARE STATE UNIVERSITY, and any duly authorized agents or representatives of Delaware State University, shall be provided access to all such records and supporting documentation at any and all times during normal business

hours upon request by Delaware State University. Further, Delaware State University, and any duly authorized agents or representatives of Delaware State University, shall have the right to audit, inspect and copy all of PROFESSIONAL'S and any subcontractor's project records and documentation as often as they deem necessary and PROFESSIONAL shall cooperate in any audit, inspection, or copying of the documents. This access, inspection, copying and auditing rights shall survive the termination of this Agreement.

- B. If at any time, Delaware State University conducts such an audit of PROFESSIONAL'S records and documentation and finds that PROFESSIONAL overcharged DELAWARE STATE UNIVERSITY, PROFESSIONAL shall pay to Delaware State University the Overcharged Amount, which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$25,000.00, PROFESSIONAL shall pay to Delaware State University the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of PROFESSIONAL's reasonable audit costs, incurred as a result of its audit of PROFESSIONAL and DELAWARE STATE UNIVERSITY. If such amounts owed PROFESSIONAL is insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then PROFESSIONAL hereby acknowledges and agrees that it shall pay such remaining amounts to Delaware State University within seven (7) business day of its receipt of Delaware State University's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.
- C. This Section, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement

- 8. Contingent Fees Prohibited: The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, Delaware State University shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.
- 9. Payment: DELAWARE STATE UNIVERSITY shall compensate PROFESSIONAL for their services in the following manner: SEE EXHIBIT "B", which are attached and incorporated by reference herein. No other costs or services shall be billed to Delaware State University.
- 10. Ownership of Documents: All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of Delaware State University who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for Delaware State University's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.
- 11. Independent Contractor: The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of Delaware State University, and nothing in this Agreement shall be

construed to be inconsistent with this relationship or status. None of the benefits provided by Delaware State University to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from Delaware State University to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

12. Assignment: Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
13. No Third Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and Delaware State University.
14. Jurisdiction: The laws of the State of Delaware shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Kent County, Delaware.
15. Term and Termination: The term of this Agreement shall be from \_\_\_\_\_, through \_\_\_\_\_. All or part of this Agreement may be terminated by Delaware State University, for its convenience, upon no less than fifteen (15) days written notice to the PROFESSIONAL of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. The agreement may be renewed for two additional one year periods upon the mutual written consent of both parties.
16. **Non-Appropriation.** The PROFESSIONAL understands and agrees that this Agreement is subject to the availability of funds to Delaware State University to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein Delaware State University, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Agreement, from the source of funding which Delaware State University anticipates using to pay its obligations hereunder, and Delaware State University has no other funds which it deems to be available to pay its obligations under this Agreement. Delaware State University may terminate this Agreement, with no further liability to the PROFESSIONAL, effective the first day of a fiscal period provided that:
  - (a) A non-appropriation has occurred, and
  - (b) Delaware State University has provided the PROFESSIONAL with written notice of termination not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such non-appropriation, Delaware State University shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

17. Contact Person: The primary contact person under this Agreement for the PROFESSIONAL shall be \_\_\_\_\_. The primary contact person under this Agreement for Delaware State University shall be Anthony Patterson, Director of Planning & Construction.
18. Approval of Personnel: Delaware State University reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If DELAWARE STATE UNIVERSITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of

PROFESSIONAL pursuant to this Agreement, DELAWARE STATE UNIVERSITY may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.

19. Disclosure of Conflict: The PROFESSIONAL has an obligation to disclose to Delaware State University any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
20. Background Investigations: The CONTRACTOR represents and warrants to Delaware State University that the CONTRACTOR has read and is familiar with Delaware Statute regarding background investigations. CONTRACTOR covenants to comply with all requirements of the statutes and shall provide DELAWARE STATE UNIVERSITY with proof of compliance upon request. CONTRACTOR agrees to indemnify and hold harmless Delaware State University, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR'S failure to comply with the requirements of this paragraph or Delaware Statute.
21. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and DELAWARE STATE UNIVERSITY.
22. Subcontracts and Assignment: PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from Delaware State University. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions.
23. Entire Agreement: This constitutes the entire agreement between DELAWARE STATE UNIVERSITY and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
24. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
25. Notices:
  - a.) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

DELAWARE STATE UNIVERSITY: Anthony Patterson  
Director of Planning & Construction  
1200 North DuPont Hwy  
Dover, DE 19901

PROFESSIONAL:

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- b.) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- c.) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
- d.) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

26. Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“DELAWARE STATE UNIVERSITY”

DELAWARE STATE UNIVERSITY OF KENT  
COUNTY, DELAWARE

By: \_\_\_\_\_  
Amir Mohammadi, Executive Vice President

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Delaware State University Attorney  
\_\_\_\_\_

Attest:

“PROFESSIONAL”

\_\_\_\_\_, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

- I. Required Services: The PROFESSIONAL shall have on staff a licensed Engineer and shall perform Environmental consultant services on an as needed basis. Delaware State University shall issue work orders to PROFESSIONAL for specific projects as needed.
- II. Direction of PROFESSIONAL: Delaware State University shall direct PROFESSIONAL in both the specific work to be performed by PROFESSIONAL and in the timelines governing each portion of the respective project or task. As the PROFESSIONAL is an Independent Contractor, Delaware State University shall not control the means that the PROFESSIONAL employs to perform specific requested tasks.
- III. Miscellaneous Provisions:
  - A. The PROFESSIONAL represents and warrants unto Delaware State University that no DELAWARE STATE UNIVERSITY Member, officer, employee, agent or volunteer of Delaware State University has any interest, either directly or indirectly, in the business of the PROFESSIONAL to be conducted herein.
  - B. The PROFESSIONAL agrees that no press releases, articles for professional journals, speeches or other kinds of publicity concerning the PROFESSIONALS services pursuant to this Agreement shall be released, made or generated by the PROFESSIONAL or his employees or agents without Delaware State University's prior written consent.
  - C. Delaware State University reserves the right to delete portions of the work to be performed by PROFESSIONAL pursuant to this Agreement and/or to perform portions itself as Delaware State University may deem necessary.
  - D. The PROFESSIONAL shall ensure compliance with all applicable federal, state, and local rules, regulations, codes, and requirements including, but not limited to, the Americans with Disabilities Act and the International Building Code, and those promulgated by the City of Dover, Kent County, Department of Natural Resources and Environmental Control (DNREC).

## EXHIBIT “B”

### COMPENSATION

- I. Delaware State University shall compensate PROFESSIONAL for services rendered pursuant to the Rate Schedule below, provided that such services have either been specifically requested, in writing, by Delaware State University or specifically authorized, in writing, by Delaware State University.
- II. PROFESSIONAL shall ensure that all work performed, materials provided, and costs incurred by PROFESSIONAL pursuant to this Agreement are billed to Delaware State University in accordance with the Rate Schedule below.
- III. PROFESSIONAL understands and agrees that Delaware State University shall bear no responsibility for compensation to, or reimbursement of, PROFESSIONAL for any services rendered, costs incurred, or materials provided by PROFESSIONAL pursuant to this Agreement which are either not specifically requested or authorized by Delaware State University, in writing, or which are not specifically set forth in the Rate Schedule below.

### RATE SCHEDULE

- IV. Delaware State University shall compensate Professional for services performed on specific requested tasks at the following rates:
  - A. Labor Category-Rates should include (at minimum):
    - 1. Engineer of record fees.
    - 2. Rates for all personnel or functions that may be assigned on a project (Principal, Project Engineer, Cadd drafter, Survey, interior designer etc.)
    - 3. Construction Administration fees.
  - B. Non-Labor Category. The PROFESSIONAL shall provide the following deliverables to Delaware State University at no additional cost on each applicable task/project performed by PROFESSIONAL pursuant to this AGREEMENT. Expenses for any additional documents provided will be reimbursed at actual costs, plus time for handling where appropriate.
    - (a) Three (3) sets of Blue Prints at Permit
    - (b) Three (3) sets of Blue Prints at Construction
    - (c) Complete set of Digital Auto CAD & PDF files at 100%
    - (d) Sub Contractors .....At Cost
    - (e) Mileage: It is agreed that mileage for performance of the work expected throughout the contract period has been included in the rates above. However, Delaware State University recognizes that there may be special circumstances that arise where mileage requests may be appropriate. The PROFESSIONAL may submit a request in writing for mileage within any proposal for work to be performed and it may be approved or disapproved at the discretion of Delaware State University. Mileage, if approved, may be in accordance with the PROFESSIONAL’s standard personnel policy, but not exceeding the limits established by the state of Delaware Statutes.
  - C. Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:
    - (a) Delaware State University-Purchase Order number as identified on contract.
    - (b) The date the task was performed;
    - (c) Identification, by name or initials, of the person performing the task;



- (d) A description, with reasonable particularity, of the task;
  - (e) The actual time expended to perform the task;
  - (f) The hourly rate applicable to the individual performing the task; and
  - (g) The fee being charged for the task.
- D. Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited.

## **ATTACHMENT C**

### **SWORN STATEMENT UNDER ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted

To **Delaware State University**

By **Insert individual's name and title**

For **Insert name of entity submitting sworn statement**

Whose business address is: \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” is defined as a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that “affiliate” means:
- a. A predecessor or successor of a person convicted of a public entity crime or;
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Delaware during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. *(Please indicate which statement applies.)*

☐ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Delaware, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

PROJECT IDENTIFICATION: Delaware State University Environmental Professional Services-As needed Contract

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agent's representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

**Printed Name**

**Title**

## **ATTACHMENT E**

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT  _____	PR/AWARD NUMBER AND/OR PROJECT NAME  _____
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE  _____	
SIGNATURE  _____	DATE  _____

ATTACHMENT F  
Contract Acceptance Form

We submit the enclosed qualifications and agree to adhere to all terms and conditions set forth in the contract.

Company\_\_\_\_\_

Mailing Address\_\_\_\_\_

\_\_\_\_\_

Type Name\_\_\_\_\_

Telephone #\_\_\_\_\_

Date\_\_\_\_\_

Fax #\_\_\_\_\_

E-Mail:\_\_\_\_\_

We accept the terms and conditions of the contract with the following exceptions:

\_\_\_\_\_

Signature\_\_\_\_\_

ATTACHMENT G  
CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY THAT:

1. I, \_\_\_\_\_, am the (title) \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_, (firm name) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

Exceptions List \_\_\_\_\_

(Signature) \_\_\_\_\_

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_



**ATTACHMENT H**  
**NO-BID RESPONSE FORM**

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Type name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Date: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**NO BID:**

**I HEREBY SUBMIT THIS AS A “NO BID” FOR THE REASONS CHECKED BELOW:**

- ☐ Insufficient time to respond
- ☐ We do not offer the product or service requested
- ☐ Our schedule will not permit us to respond to this bid
- ☐ Keep our company on this bid list for future bids
- ☐ Remove our company name from this bid list for future bids
- ☐ Other (describe briefly) \_\_\_\_\_