



**CONTRACT NO.  
13-03-12-06**

**Early College High School at Delaware State University  
CHARTER SCHOOL MANAGEMENT SERVICES**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**

Bid packets must be received by

3:00 p.m.  
April 12, 2013

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

Point of Contact  
Jessica Wilson  
(302) 857-6272  
(302) 857- 6278

**TO: ALL BIDDERS**

The enclosed packet contains a "Request for Proposal" To Provide Early College High School at Delaware State University, Charter Management Services. The Proposal consists of the following documents:

**REQUEST FOR PROPOSAL – CONTRACT NO. 13-03-12-06**

1. Definitions and General Provisions
2. Special Provisions, Invitation to Bid, and Scope of Work
3. Bid Reply Section
  - a. Non-Collusion Statement and Acceptance
  - b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 3:00 p.m., Friday, April 12, 2013 to be considered.

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Jessica Wilson at (302) 857-6272.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Early College High School Board of Directors at Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specifications or contract descriptions. Early College High School Board of Directors at Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

# Early College High School at Delaware State University Charter School Management Services

## I. Overview

The Early College High School Board of Directors at Delaware State University (ECHS at DSU) seeks this request for proposals (“RFP”) Vendor issued pursuant to State of Delaware 29 *Del. C.* §§ 6981 and 6982.

### TIMELINES AND SCHEDULES

RFP Timeline \*

| Task(s)                                   | Date                      |
|---|---------------------------|
| RFP issued by the University              | March 15, 2013            |
|   |                           |
| Deadline for advance RFP questions        | March 22, 2013 (Noon EST) |
|   |                           |
| Answers to RFP questions available online | March 29, 2013 (Noon EST) |
|   |                           |
| Proposals due (3:00 p.m. EST)             | April 12, 2013            |
|   |                           |
| Notification of Award                     | Date to be disclosed      |

\* Each date subject to change

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The Early College High School Board of Directors at DSU reserves the right to deny any and all exceptions taken to the RFP requirements.

## II. Scope of Services

ECHS at DSU is requesting services in the following areas:

### A. Planning Year Services

1. Planning Year guidelines
2. Curriculum Development and Alignment
3. Student Recruitment and Community Outreach
4. School Staff Recruitment
5. Chosen school design, as described in the approved charter application, implementation and training
6. Planning Year operations support

**B. Operating Years 1-4**

1. School design (as described in the charter application) implementation and training
2. Student Recruitment and Community Outreach
3. School Staff Recruitment
4. Back Office Support services including, but not limited to Financial Reporting, FSF, PHRST, Licensing and Credentialing, and Information Technology

**C. Capacity building**

1. Build school capacity to operate independently by end of contract term.

**III. Required Information**

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

**A. Minimum Requirements**

1. Delaware business license:  
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:  
Provide evidence of professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00
3. Satisfactory Criminal Background Check through the Delaware State Police  
Satisfactory Child Abuse Registry Check through DSCYF

**B. General Evaluation Requirements**

1. Experience and Reputation
  - a. List of previous clients and services provided
2. Expertise (for the particular project under consideration)
  - a. Knowledge and deep understanding of the chosen school design model as described in the approved charter application, required
  - b. Knowledge and expertise in the Delaware public school system, especially charter schools, and standards including common core standards, human capital recruitment, professional, and curriculum development highly desirable
  - c. Thorough knowledge of State of Delaware Law and charter school related regulations, required
  - d. Thorough knowledge of State of Delaware's Accounting rules and regulations
  - e. Minimum one year of experience working with State of Delaware's First State Financial System (FSF) including entering and processing transactions

- f. Minimum two years of experience with the State of Delaware’s Payroll Human Resources Statewide Technology System (PHRST) to include but not limited to creation of positions, entering employee data, and entering payroll for both regular and Time and Labor modules.
- g. Expertise in analyzing FSF and PHRST reports, required
- h. Expertise in troubleshooting transactions in FSF, required
- i. Expertise in recording financial and payroll transactions, required
- j. Expertise in preparation of budgets and required state financial reports, required

**C. Capacity to meet requirements (size, financial condition, etc.)**

- 1. List of any major services to be subcontracted along with relevant sub-contractor information
- 2. Submit resumes of all vendor employees who will be involved in executing the scope of work.
- 3. Most recent audited financial statements
- 4. **Vendors must provide detailed proposed costs for items numbered 1 thru 6 under “Planning Year Services” (page 3 of the RFP) and detailed proposed costs, for each year, for items numbered 1 thru 4 under “Operating Years 1-4” (page 4 of the RFP) listed in the scope of work.**

**D. Location (geographical)**

- 1. All work to be performed in the State of Delaware. Must have the ability to meet with school’s operating board and staff on a regular basis as needed.

**E. Demonstrated ability**

- 1. Two references as to quality of work in the following areas:
  - a. PHRST/FSF/Financial Reporting
  - b. Academic Support including but not limited to school design (as described in the approved charter application) support and implementation, curriculum, professional, and human capital development

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

- 1. **Obtaining Copies of the RFP**  
This RFP will be available in electronic form through the State of Delaware procurement portal <http://mymarketplace.delaware.gov/>
- 2. **Public Notice**  
Public notice has been provided in accordance with 29 *Del. C.* §§ 6981 and 6982.

**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 DSU. Address all communications to the person listed below; communications made to other DSU 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.

Jessica Wilson  
Delaware State University  
Room 321  
Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277  
(302) 857-6272  
(302) 857- 6278  
[jwilson@desu.edu](mailto:jwilson@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**

Legal counsel will assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

**6. Contact with DSU Employees**

Direct contact with DSU employees and/or ECHS at DSU and its Board of Directors, other than DSU Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting DSU employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with DSU who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

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

## **8. Exclusions**

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

- a. Has been convicted of the 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. DSU reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with five paper copies and two electronic copies on CD.

Any proposal received after the date and time prescribed in this RFP shall not be considered and shall be returned unopened.

The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

**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**

ECHS at DSU nor DSU will neither 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. 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.

**6. Proposal Opening**

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

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

**7. Non-Conforming Proposals**

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

**8. Concise Proposals**

DSU 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. ECHS at DSU's Board of Directors interest is in the quality and responsiveness of the proposal.

**9. Realistic Proposals**

It is the expectation of ECHS at DSU Board of Directors 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.

ECHS at DSU Board of Directors 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.

**10. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than ECHS at DSU's Board of Directors/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.

**11. 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 ECHS at DSU's Board of Directors 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 ECHS at DSU's Board of Directors, 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 ECHS at DSU 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 costs included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

ECHS at DSU Board of Directors expects to negotiate and contract with only one “prime vendor”. ECHS at DSU Board of Directors 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 ECHS at DSU as a result of this procurement. ECHS at DSU 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 ECHS at DSU Board of Directors from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-Contracting**

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

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

**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.

**12. 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 subcontractors must be approved by ECHS at DSU Board of Directors.

**13. 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 DSU's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

ECHS at DSU will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at <http://bids.delaware.gov> by the date of **March 29, 2013**. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

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

**14. ECHS at DSU's Right to Reject Proposals**

ECHS at DSU Board of Directors 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

ECHS at DSU'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 ECHS at DSU Board of Directors may deem necessary in the best interest of ECHS at DSU.

**15. ECHS at DSU's Right to Cancel Solicitation**

ECHS at DSU Board of Directors reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. ECHS at DSU Board of Directors 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 ECHS at DSU Board of Directors. Vendor's participation in this process may result in ECHS at DSU Board of Directors 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 ECHS at DSU Board of Directors to execute a contract nor to continue negotiations. ECHS at DSU Board of Directors may terminate negotiations at any time and for any reason, or for no reason.

**16. DSU's Right to Award Multiple Source Contracting**

ECHS at DSU Board of Directors may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of ECHS at DSU.

**17. Notification of Withdrawal of Proposal**

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

Proposals become the property of ECHS at DSU Board of Directors at the proposal submission deadline. All proposals received are considered firm offers at that time.

**18. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's purchasing portal at <http://mymarketplace.delaware.gov>. DSU is not bound by any statement related to this RFP made by any DSU or ECHS at DSU employee, contractor or its agents.

**19. Exceptions to the RFP**

Any exceptions to the RFP, or ECHS at DSU's terms and conditions, must be recorded on attachment 3. Acceptance of

exceptions is within the sole discretion of the evaluation committee.

**20. Award of Contract**

The final award of a contract is subject to approval by ECHS at DSU Board of Directors. ECHS at DSU Board of Directors 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 ECHS at DSU Board of Directors 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, ECHS at DSU Board of Directors 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 ECHS at DSU Board of Directors 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 ECHS at DSU. The award is subject to the appropriate ECHS at DSU Board of Directors approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with ECHS at DSU Board of Directors; remaining vendors will be notified in writing of their selection status.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the ECHS at DSU Board of Directors will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

ECHS at DSU Board of Directors 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 ECHS at DSU Board of Directors may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the ECHS at DSU Board of Directors. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria.

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor. Such selection will be based on the following criteria:
  - Area specific expertise
  - Economic viability and benefit to the school
  - Capacity to deliver services

**a. Criteria Weight**

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

| <b>Criteria</b>   | <b>Weight</b> |
|---|---------------|
| <b>Knowledge and understanding of chosen school design model as described in the charter application</b>                | <b>20</b>     |
| <b>Cost effective delivery of services</b>  | <b>15</b>     |
| <b>Capacity to deliver work</b>   | <b>10</b>     |
| <b>Ability to build school capacity</b>   | <b>5</b>      |
| <b>Ability to deliver comprehensive services</b>  | <b>10</b>     |
| <b>Knowledge of Delaware Law and Regulations related to Delaware Charter Schools</b>                                    | <b>15</b>     |
| <b>Knowledge of State of Delaware Common Core Prioritized Standards</b>   | <b>10</b>     |
| <b>Experience with DSU Automated Systems to include but not limited to: Banner, eSchool, IMS, DEEDS, FSF, and PHRST</b> | <b>15</b>     |
| <b>Total</b>  | <b>100%</b>   |

**[Note: Price can only be considered in contract for professional services under §6982(b).]**

**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, ECHS at DSU Board of Directors 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, ECHS at DSU Board of Directors will pay travel costs only for ECHS at DSU Board of Directors personnel for these visits.

**5. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for ECHS at DSU are the vendor's responsibility.

**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between the successful bidder and ECHS at DSU Board of Directors shall be for four years with the possibility of two extensions of one year each upon agreement of all parties.
- b. The selected vendor will be required to enter into a written agreement with ECHS at DSU Board of Directors. ECHS at DSU Board of Directors reserves the right to incorporate standard DSU 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 ECHS at DSU Board of Directors. 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 ECHS at DSU Board of Directors, 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. ECHS at DSU'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 ECHS at DSU purchase order signed by two authorized representatives of the agency requesting service, properly processed through ECHS at DSU Accounting office. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

## **2. Collusion or Fraud**

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

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 DSU or ECHS at DSU 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 Gratuities**

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

**4. Solicitation of DSU Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of DSU and/or ECHS at DSU to leave DSU's and/or ECHS at DSU'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 DSU's contracting officer. Solicitation of DSU and/or ECHS at DSU 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 DSU and/or ECHS at DSU employee who has initiated contact with the vendor. However, DSU and/or ECHS at DSU 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 ECHS at DSU's Board of Directors discretion as to the location of work for the contractual support personnel during the project period. ECHS at DSU shall provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Non-Appropriation**

In the event DSU Early College High School fails to secure through appropriation or otherwise 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 DSU and/or ECHS at

DSU requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**c. Licenses and Permits**

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

Prior to receiving an award, the successful vendor shall either furnish ECHS at DSU Board of Directors 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.

**d. Notice**

Any notice to ECHS at DSU required under the contract shall be sent by Vendor via registered mail to DSU contact person provided in this RFP.

**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 DSU and/or ECHS at DSU and its Board of Directors, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, out of the 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 ECHS at DSU, ECHS at DSU shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify DSU and/or ECHS at DSU 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") Vendor or in vendor's reasonable judgment Vendor likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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

**f. Insurance**

1. Vendor recognizes that the Vendor operates as an independent contractor and that the Vendor 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 DSU and/or ECHS at DSU.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

|    |                                 |   |
|----|---------------------------------|---|
| a. | Comprehensive General Liability | \$1,000,000 per person and \$3,000,000 per occurrence |
|----|---------------------------------|---|

And at least one of the following, as outlined below:

|    |                                   |                         |
|----|-----------------------------------|-------------------------|
| b. | Medical or Professional Liability | \$1,000,000/\$3,000,000 |
| c. | Misc. Errors and Omissions        | \$1,000,000/\$3,000,000 |
| d. | Product Liability                 | \$1,000,000/\$3,000,000 |

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

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

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

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

**g. Performance Requirements**

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

**h. Warranty**

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

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

**i. Costs and Payment Schedules**

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

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

**j. Penalties**

ECHS at DSU Board of Directors may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**k. Termination for Cause.**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, ECHS at DSU Board of Directors shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of ECHS at DSU Board of Directors, 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 Vendor useable to ECHS at DSU Board of Directors.

**l. Termination for Convenience**

ECHS at DSU Board of Directors may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such

termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of ECHS at DSU Board of Directors, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to ECHS at DSU Board of Directors. If the contract is terminated by ECHS at DSU Board of Directors as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

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

**n. Covenant against Contingent Fees**

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

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity

will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Work Product**

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

**q. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between ECHS at DSU Board of Directors and the successful vendor shall constitute the contract between ECHS at DSU 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, ECHS at DSU'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 ECHS at DSU Board of Directors and the vendor.

**r. 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, DSU and/or ECHS at DSU Board of Directors 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.

**s. Scope of Agreement**

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

**t. 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** – ECHS at DSU Board of Directors 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 ECHS at DSU Board of Directors.

5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of ECHS at DSU Board of Directors.
8. **Additional Terms and Conditions** – ECHS at DSU Board of Directors reserves the right to add terms and conditions during the contract negotiations.

#### **E. RFP Miscellaneous Information**

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

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

##### **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**

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

## **ATTACHMENTS:**

Attachment 1 - No Proposal Reply Form  
Attachment 2 - Non-Collusion Statement  
Attachment 3 – Exceptions  
Attachment 4 – Confidentiality and Proprietary Information  
Attachment 5 – Business References  
Attachment 6 – Subcontractor Information Form  
Attachment 7 – Monthly Usage Report  
Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report  
Attachment 9 - Office of Minority and Women Business Enterprise Certification Application

## **IMPORTANT – PLEASE NOTE:**

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- **Attachment 6 must be included in your proposal if subcontractors will be involved**
- **Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.**

## **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 7) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in Excel and sent as an attachment to the email to be disclosed. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, ECHS at DSU is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type

of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2<sup>nd</sup> Tier report Vendor found in Attachment 9.

2nd tier reports (Attachment 8) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at <http://gss.omb.delaware.gov/omwbe/docs/scd/mwbeliaisons.xls> and the OMWEB at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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NO PROPOSAL REPLY FORM

**CONTRACT # (insert contract number)      CONTRACT TITLE: (Insert Contract Name)**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
  
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_ 3. We do not feel we can be competitive.
  
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
  
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
  
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List for these goods or services.

\_\_\_\_\_ We wish to be deleted from the Vendor's List for these goods or 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 DSU Early College High School.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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 Early College High School at 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:<br>CERT. NO. _____ | (circle one)                           |        | (circle one)                              |        | (circle one)                                   |        |
|---|--|--------|---|--------|--|--------|
|   | <u>Women Business Enterprise (WBE)</u> | Yes No | <u>Minority Business Enterprise (MBE)</u> | Yes No | <u>Disadvantaged Business Enterprise (WBE)</u> | 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 \_\_\_\_\_

**THE VENDOR PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

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

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

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





CONTRACT NO.  
Contract Name

## **Business References**

Provide 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 provide any Delaware State/ DSU Employee as a business reference. If you have held a State contract within the last 5 years, please following information.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

| <b>PART I – STATEMENT BY PROPOSING VENDOR</b>     |   |                    |
|---|---|--------------------|
| 1. CONTRACT NO.<br>Insert Contract Number         | 2. Proposing Vendor Name:   | 3. Mailing Address |
| 4. SUBCONTRACTOR                                  |   |                    |
| a. NAME   | 4c. Company OMWBE Classification:<br>Certification Number: _____  |                    |
| b. Mailing Address:                               | 4d. Women Business Enterprise Vendor <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>4e. Minority Business Enterprise Vendor <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>4f. Disadvantaged Business Enterprise Vendor <input type="checkbox"/> Yes<br><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



**Early College High School at Delaware State University  
Subcontracting (2nd tier) Quarterly Report**

| <b>Prime Name:</b>          |               |                       |                      |                       | <b>Report Start Date:</b> |                  |                               |  |                         |  |                        |                           |                                |                         |                               |                          |           |
|-----------------------------|---------------|-----------------------|----------------------|-----------------------|---------------------------|------------------|-------------------------------|--|-------------------------|--|------------------------|---------------------------|--------------------------------|-------------------------|-------------------------------|--------------------------|-----------|
| <b>Contract Name/Number</b> |               |                       |                      |                       | <b>Report End Date:</b>   |                  |                               |  |                         |  |                        |                           |                                |                         |                               |                          |           |
| <b>Contact Name:</b>        |               |                       |                      |                       | <b>Today's Date:</b>      |                  |                               |  |                         |  |                        |                           |                                |                         |                               |                          |           |
| <b>Contact Phone:</b>       |               |                       |                      |                       | <b>*Minimum Required</b>  |                  |                               | <b>Requested detail</b>                |                         |  |                        |                           |                                |                         |                               |                          |           |
| Vendor Name*                | Vendor TaxID* | Contract Name/Number* | Vendor Contact Name* | Vendor Contact Phone* | Report Start Date*        | Report End Date* | Amount Paid to Subcontractor* | Work Performed by Subcontractor UNSPSC | M/WBE Certifying Agency | Veteran/Service DVendorabled Veteran Certifying Agency | 2nd tier Supplier Name | 2nd tier Supplier Address | 2nd tier Supplier Phone Number | 2nd tier Supplier email | Description of Work Performed | 2nd tier Supplier Tax Id | Date Paid |
|                             |               |                       |                      |                       |                           |                  |                               |  |                         |  |                        |                           |                                |                         |                               |                          |           |
|                             |               |                       |                      |                       |                           |                  |                               |  |                         |  |                        |                           |                                |                         |                               |                          |           |
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|                             |               |                       |                      |                       |                           |                  |                               |  |                         |  |                        |                           |                                |                         |                               |                          |           |

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

**Insert most recent OMWBE Certification Application found here:**

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

## **State of Delaware**

**Office of Minority and Women Business Enterprise Vendor**

**Certification Application**



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

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

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

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