



**Delaware State University
COPIER MANAGEMENT & SERVICES**

**Request for Proposal
Contract No: 15-02-09-01**

Delaware Code Title 29, Chapter 6924

Bid packets must be received by
3:00 p.m.,
September 25, 2015

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 (FAX)

TO: ALL BIDDERS

The enclosed packet contains a “REQUEST FOR PROPOSAL” to obtain sealed proposals for copiers/printers/multi-function devices. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the lease purchase, purchase, delivery, maintenance and installation of various multi-function devices over the term of this Contract in accordance with the requirements and provisions stated herein. The bid consists of the following documents:

REQUEST FOR PROPOSAL – CONTRACT NO. 15-02-09-01

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, September 25, 2015 to be considered. Please submit copies of your response as:

- Soft copy: One electronic copy on CD or DVD media disk.
- Hard Copy: One original and four copies. One of the copies shall be marked “Master Copy” and will contain original signatures in all locations requiring an offeror signature.

Submittals and requests for information relative to this Request for Proposal should be addressed to:

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

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.

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 be certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

TIMELINES AND SCHEDULES *

Task(s)	Date
RFP issued by the University	August 28, 2015
Deadline for advance RFP Questions (Noon EST)	September 9, 2015
Answers to RFP questions available online	September 16, 2015
Proposals due (3:00 p.m. EST)	September 25, 2015
Notification of Award	TBD

* Each date subject to change

SECTION 100.00 BID GENERAL INFORMATION:

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

State:	The State of Delaware
Board:	The Delaware State University Board of Trustees
University:	The Delaware State University
Designated Official:	The person authorized to act for the Delaware State University Board of Trustees
Inspector:	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
Bidder:	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
Contractor:	Any individual, firm or corporation with whom a contract is made by the University
Surety:	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
Bid:	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
Advertisement For Bid:	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
Bid Bond:	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
Special Provisions:	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
Contract:	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: A. Bid by firm or individual furnishing materials and/or services B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bidding documents C. Approved University purchase order
Performance, Labor & Material Payment Bond:	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of Special Provisions.

SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS

ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:

SECTION 200.1 PRESENTATION OF BIDS

- A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.
- B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2275, not later than the time state in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

Contract No.: 15-02-09-01

Name of Bidder:

Date of Opening: September 25, 2015 3:00 P.M.

- C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).
- D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

200.2 BID GUARANTY

- A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).
- B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.
- C. Should a successful bidder, on being notified in writing by the University, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.
- D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

200.3 BID WITHDRAWAL

- A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid is for any reason, unacceptable to the University.

200.4 BID OPENINGS

A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

200.5 REJECTION OF BIDS

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

200.6 NOTIFICATION OF AWARD AND AGREEMENT

A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

C. The University reserves the right to award this contract to more than one vendor pursuant to 29 Del. C. §6926. The University reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be

most advantageous to the University.

200.7 TERMINATION OF CONTRACT

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

200.8 PERFORMANCE, LABOR & MATERIAL PAYMENT BOND

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

200.9 NON-COLLUSION STATEMENT

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

200.10 COMPLIANCE CERTIFICATE

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

ADDITIONAL REQUIREMENTS

COPIER REQUIREMENTS (Minimum)

- a. Produce copies on 8 ½ " x 11", 8 ½ " x 14" and 11" x 17"
- b. All units proposed must be delivered as multi-functional devices to provide faxing, network printing and scanning.
- c. Have automatic document feeders that handle a minimum of 50 sheets
- d. Have automatic duplexing
- e. Must be a console model or come equipped with a stand or cabinet
- f. Automatic duplexing must not reduce the speed per minute more than 30%
- g. Have one operators manual per unit
- h. Have book copy feature
- i. Security that prevents files remaining on the hard drive of the unit from being accessible (secure print/confidential print queue)
- j. Capable of network printing, faxing and scanning.
- k. Have sufficient surge protectors to handle problems related to power surges
- l. Sort, staple, fax, scan, print and offset stack
- m. Contain a setting that allows a walk up user to have next priority after the current job is completed.
- n. Capable of walk up printing even if network problems exist.

COLOR COPIER REQUIREMENTS (All items in copier requirements above plus :)

- a. Minimum 50 pages per minute
- b. Ability to manipulate jobs (insert pictures, cover pages, etc.) that are sent in via network
- c. High capacity paper tray capable of holding 4,000 sheets
- d. Capable of handling up to 12 x 18 paper

LARGE BLACK AND WHITE MODELS (All items copier requirements above plus :)

- a. Minimum 105 pages per minute
- b. Ability to manipulate jobs (insert pictures, cover pages, etc.) that are sent in via network
- c. High capacity paper tray capable of holding 4,000 sheets
- d. Finisher -Saddle stitching, hole punching, etc.
- e. Insertion -cover pages, etc.

VENDOR REQUIREMENTS

- a. Submit brochures and specifications on complete manufacturer's line of black and white units plus the items in 2 and 3 above
- b. Submit separate cost per copy pricing for black and white units and color units that include all supplies (except paper), maintenance, parts service and labor.
- c. Provide service capability (number of technicians employed by company, number of technicians in Dover area, call response time on site, parts inventory and access to parts inventory, etc.)
- d. All machines provided must be new, not remanufactured.
- e. Submit references that reflect Higher Education experience, or of accounts of the same size or larger (contact, length of contract, number of machines, etc.)
- f. Invoicing –capable of providing one monthly invoice broken down by machine and the number of copies per machine, number of copies per access code, etc.
- g. Be able to offer a “Pay to print” option.
- h. Must be able to supply units, install all units, provide training to key operator of each unit placed, relocate units when needed, all to be included in the cost per copy program.
- i. Must be able to provide their networking.
- j. Provide productivity reporting that details response time to service calls, number of service calls in a given period etc.
- k. Provide remote monitoring and must be able to manage all devices.
- l. Proposal for managing our copy center and mailroom.
- m. All equipment to be delivered set up per a schedule dictated by Delaware State University.
- n. Any machines installed at any time during the contract term will be billed at the cost per copy bid in your proposal.
- o. If required the vendor must provide machine moves as part of the contract.
- p. Loaner devices if needed will be provided at no charge.
- q. Service calls must be answered with physical response time of 4 hours.
- r. Once machines are in place the vendor must provide the DSU Copy Center with ample toner and staples so there is no down time if the machine requires toner or staples.
- s. The vendor must provide ongoing preventative maintenance for all devices to avoid unnecessary down time.
- t. Invoicing will be done on a monthly basis and will be accomplished with one (1) invoice. The invoice will list all machines and their respective copy counts for the month. The vendor is responsible for acquiring the copy counts.

SCOPE OF WORK

OVERVIEW

The vendor shall provide all equipment, materials and labor to supplement Delaware State University's need for COPIERS, PRINTERS AND MULTI-FUNCTION DEVICES as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

*The University would also like each vendor in a **separate proposal** to propose managing our in house copy center and mailroom. Your proposal should include your experience in a program of this type, references, a cost proposal and how you would include your employees in this transition. It is the University's desire for this copy center to be a full service center offering printing service. Please also describe and list costs associated with any additional services provided that are not already listed in the scope of work provided.*

SUMMARY OUTPUT STATISTICS

Please see spreadsheet for YTD volume for MFD's and Mail Center.

MAIL SERVICES/SHIPPING AND RECEIVING SERVICES

Service Area	Service Provided	Contracted Volume
Hours	Regular Hours: 7:00-5:00, 1 hour lunch	One S/A starts the day at 7 a.m. All others start at 8a.m.
Customer Service	Field calls regarding mail and attending to customers who come to the mail center door with packages to be weighed or for assistance with packaging.	Field calls and one on one request. The busiest period is between Noon and 4:30. 3 Canon S/A's handle request during this period. Between 150 and 200 students/staff and faculty visit the Mail Center daily. The services requested at the front counter include walk up print request, assistance with packaging and mailing, package retrieval, stamp purchases, etc. Usually, at least one S/A is available for walkup assistance at all times during the day.
Mail Delivery Runs	Mail runs begin at 10:30 and 2:30 pm. US mail and interoffice mail is delivered and interoffice mail, outgoing US mail, and Accountable mail is picked up.	2 runs daily. Average time for each mail run is 1 1/2 hours.
Incoming USPS Mail	USPS mail is delivered by the Post Office between 11:00 to 12:00 pm. All USPS mail is sorted and delivered for next day delivery on the 10:30am mail run. The exception is Accountable mail which is delivered day of delivery.	Monthly incoming mail volume is approximately 100 K pieces, which includes both accountable and USPS Mail. 3 S/A's are assigned daily to sort mail. Total time spent organizing the mail 1.5 hours per day per S/A.
Outgoing USPS Mail	Outgoing USPS mail is either picked up on the mail run, from drop boxes around the campus or dropped off by customers. All mail received in the mail center by 3:00 pm is processed for pick-up by the Post Office that day.	21,000 pieces monthly which include Accountable mail. Total number of S/A's assigned to this task is 3. Approximately 3 hours a day performing this task.
Outgoing USPS Cost Center Tracking	All outgoing USPS mail is tracked by cost center. Reports are available upon request.	Report is submitted weekly and delivered to the University's A/P dept. Primarily one S/A is assigned to this task daily. Total time spent is one hour.
Interoffice Mail	Inter-office mail is either picked up on the mail run or dropped off by customers and delivered to intended party on next available mail run.	1,500 pieces monthly. Task is primarily handled by 2 associates. Time spent is approximately 1 hour per person.
Research Mail	Mail with unfamiliar employee name or addressed to DSU rather than a person needs to be researched in the DSU Directory or forwarded to the "Business Office" for review. Return Address or Incorrect Address Mail is processed as per USPS guidelines. Suspicious packages are handled using USPS, Canon, and DSU guidelines.	1,000 pieces monthly. 2 S/A's assigned to this task daily. Total amount of time spent is one hour per person.
Postage Replenishment	When Postage drops below \$3,000.00, we submit a requisition for a check through the purchasing department.	As needed. Task is assigned to the Manager and Lead.
Incoming Accountable Items	Incoming accountable items (those requiring signatures - FedEx, UPS, DHL, EMS, Registered Mail) are tracked and delivered for signature.	3 S/A's handle this task daily, approximately 200 daily accountable packages. Time spent 3.5 hours per day. All packages are scanned/names hand written and staged.
Outgoing Accountable Items	Stage accountable items that have been picked up on mail runs or dropped off at mail center for pick up at 4:00 p.m.	Approximately 20 daily. One S/A assigned to this task daily. One hour per day spent.
Incoming Certified Mail	Incoming Certified Mail delivered by USPS about 11:00 a.m. daily is signed for by mail staff, tracked, and delivered for signature during daily mail runs.	Approximately 5 daily
Outgoing Certified Mail	Outgoing Certified Mail picked up/ dropped off by 3:00 p.m. is prepared daily by mail staff for delivery to the Dover Post Office by 4:00 p.m.	Varies daily
Business Reply Mail	Sort, track (postage due to the cost centers), and deliver Business Reply Mail that Courier picks up at	Approximately 10 daily

	Post Office daily.	
Express Mail	USPS Express mail is delivered by the Post Office around 12:00 p.m. and is delivered to departments with the 2:30 mail run.	75 Pieces monthly
Print Cartridge Returns	Construct print cartridge return containers supplied by UPS, collect empty print cartridges on delivery runs, place empty print cartridges in containers, and seal containers when full for UPS pick up.	As Needed
FedEx Supply Orders	Place order as necessary for FedEx packaging supplies to stock in dock vestibule for end users.	As Needed
Canon Device Level One Services	Changing toner, Clearing Jams/Service Calls	Task is done daily by 2 S/A's. Time varies but on average there is a total of 1 hour per day spent on this task.

REPROGRAPHICS SERVICES

Service Area	Service Provided	Contracted Volume
Hours	Regular Hours: 7:00-5:00, 1 hour lunch	One S/A starts the day at 7am. All others start at 8am
Incoming Print Request	Total number of print request per day is 15 on average.	11/2 S/A's assigned to this task. Time spent performing this task can vary from day to day, but on average about 4 hours a day is spent printing.
Binding	Types: Coil/GBC/Thermal	Total time spent is 1 hour per day binding.
Graphic Design	Graphic design and set up most the print request are handled daily by our staff. We assist students, staff and faculty at DSU.	The Manager and 2 S/A's have the capability of performing high end graphic design for the end users. Total time spent on graphic work for is approximately 2 hours daily. There are occasions each month when graphic design work can stretch into days depending on the complexity or type of request, and how many other parties are involved with information gathering for the project. Approximately 60% of all requests to the Center require some sort of modification from our staff. Modifications that may include changing contact information on business cards or flyers, etc., averaging out to perhaps 10 a day. On most occasions after completion of the finished product they are shipped out to an outside vendor. The graphics work includes using CS6, publisher and other MS office programs to design or modify business cards, flyers, large posters, etc. On some occasions the ideas are completely designed by us from the inception to its conclusion. Other occurrences may include modifying past work to update information for print.
Large Format	Graphic design and set up most the Large Format request handled daily by our staff. We assist students, staff and faculty at DSU.	The Manager and 2 S/A's have the capability of performing high end graphic design for the end users in regards to large format printing. The large format work includes banners and large posters that advertise different departmental functions and events. We also do a considerable amount of work for outside organizations that relates to the University. Hours vary from month to month. There are times when 1 S/A will work on a Large Format design for 8 hours a day.
Print Volume	Color and B/W	Total for the 6 months 350,000 K. Total color 7K and B/W 58K per month average volume.
Supply Order	Order Supplies for the Print Center	Inventory supplies weekly and order appropriately. This task takes up to 2 hours per week.

MISCELLANEOUS

Service Area	Service Provided	Contracted Volume
Student Mail Box	Ensure that all students have ready access to their Mail Box	Collect Keys from outgoing students. Identify each box with the proper student's name. At the end of each school year there is a total of 5 hours a day spent maintaining the Mail Boxes for the new incoming student. From May to Mid Aug.
Cash Reconciliation	Involves that all charges from Postage and Print work done by the Center for Students and Staff.	Task takes about 1 hour per day with one S/A.
Manage Canon Internal Records		1 hour per week by one S/A

BACKGROUND

Delaware State University is seeking a vendor to provide multi-functional devices to the University and manage them per the attached specifications. Please see below for the current and volume and number of University devices.

STATEMENT OF NEEDS

The Contractor shall furnish all labor, personnel, equipment and supplies necessary to implement the lease, purchase, delivery, installation and maintenance of various Multi-function products over the term of this Contract with the methods and conditions specified herein.

FORMAT FOR PROPOSAL

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents. When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission. If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must include the Requirements of the vendor (RFP Section IV. D) and Minimum Mandatory Submission Requirements as listed herein in order to be considered responsive. Proposals must be clear and concise.

C. 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 Delaware State University.

D. CONCISE PROPOSALS

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

E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Government Support Services

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. 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.

PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals. 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.

Q. 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.

R. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to Delaware State University, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. 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 Delaware State University 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.

V. DOCUMENT(S) EXECUTION:

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

W. CONFIDENTIALITY:

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

Vendor(s) are advised that once a proposal is received by Delaware State University and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

EVALUATION CRITERIA AND SCORING:

Review members will assign up to the maximum number of points listed for each of the criteria listed below. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by review members.

	<i>Criteria Description</i>	<i>Points</i>
1.	The qualifications and experience of the contractor to be assigned to the project. Availability of project team. Number of technicians and staff to meet Delaware State University needs for preventative and emergency maintenance and all other customer services. Ability to meet AM & PM response timelines.	10
2.	The background and description of the bidders' organization, financial resources, past performance, Dun & Bradstreet report and references.	10
3.	The bidders well defined ACTION PLAN describing the method for ordering, delivery and installing multi-function devices relative to the requirements of this RFP.	5
4.	The demonstrated experience in providing equipment/services/software of comparable & compatible specifications/scope and value. Required equipment list and software available.	5
5.	The bidders well defined ACTION PLAN describing the method for providing the required maintenance of these machines within specified timelines (4hr/response for service and loaner device for machines down more than 16hrs) relative to the requirements of this RFP.	5
6.	The bidders well defined ACTION PLAN describing the method for providing replenishment of supplies relative to the requirements of this RFP.	5
7.	The bidders well defined ACTION PLAN describing the training plan and training facilities/staff relative to the requirements of this RFP.	5
8.	Quality & Functionality and the Service Capabilities of the Equipment. Variety of product line, warranty, and service options.	15
9.	The price proposal/pricing structure or Total Proposed Cost.	30
10.	Extent to which the offeror agrees to the State's terms, conditions, and specifications without taking exception. Thoroughness and completeness of the proposal relative to the requirements.	10
	Total Score	===== 100

Commitment and 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 submitted this date to the Delaware State University.

This is to further certify 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. This statement is signed by an official of the contractor who is authorized to enter the contractor into a legal agreement with Delaware State University.

NAME OF CONTRACTOR

ADDRESS OF CONTRACTOR

AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

PHONE NUMBER FAX

SIGNATURE OF OFFICIAL DATE

FEDERAL EMPLOYER IDENTIFICATION NUMBER DELAWARE BUSINESS LICENSE NUMBER

FOLLOWING MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDRED

SWORN AND SUBSCRIBED before me this _____ day of _____ 20__.

City of _____

County of _____

State of _____

My Commission Expires: _____

Notary Public

This Statement must be completed and signed before contract is awarded.

SECTION 200.10 EXECUTIVE ORDER 11246

**GENERAL COMPLIANCE CERTIFICATE AND
AGREEMENT OF VENDORS AND SUBCONTRACTORS**

To:

_____ AND ITS SUBSIDIARY CORPORATIONS

EXECUTIVE ORDER 11246

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding \$10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

A. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order

B. CERTIFICATE OF NONSEGREGATED FACILITIES

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location

No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at

any location, under his control, where segregated breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be Submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The

facilities are maintained. Contractor agrees that a The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1-7 of Title 41 of the code of Federal regulations.

We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

SIGNATURE OF BIDDER

CORPORATE SEAL

BY: _____

ATTEST:

Secretary

SWORN to and SUBSCRIBED before me this ____ day

of _____, 20 ____.

City of _____

County of _____

State of _____

My Commission Expires: _____

Notary Public

SECTION 300.00 GENERAL CONDITIONS

300.1 INTERPRETATION OF ESTIMATES

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

300.2 PRICES QUOTED

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

300.3 USE OF TRADE NAMES

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

300.4 OR EQUAL BIDS

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

300.5 MERCHANDISE SAMPLE

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

300.6 WARRANTY

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

300.7 DELIVERY

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

300.8 LIQUIDATED DAMAGES

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

300.9 LAWS TO BE OBSERVED

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself, his employees, agents or subcontractors.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

300.10 CONTRACT DOCUMENTS

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

300.11 OBLIGATION OF BIDDER

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

300.12 BILLING

A. The successful bidder(s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

Delaware State University
Accounts Payable
1200 N. DuPont Highway
Dover, DE 19901-2275

300.13 TERMS OF PAYMENT

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid

purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

300.14 FUNDING OUT

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

SECTION 400.00 SPECIAL PROVISIONS:

The following “Special Provisions” shall be considered by all Bidders as part of this Contract:

400.1 BID OPENING TIME AND PLACE

All bids must be received no later than 3:00 P.M. March 13, 2015. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 321, of the Administration Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-227, and will be publicly opened at the time and date indicated above.

400.2 CONTRACT REQUIREMENTS

This contract will be issued to provide Copier Management and Services for Delaware State University. Contract shall be valid for a three (3) year period from effective date of award. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Delaware State University. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement. Delaware State University reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed. In the event of an extended re-procurement effort and the contract’s available renewal options have been exhausted, Delaware State University reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

400.3 CONTRACT PERIOD

The contract for the goods and/or services may be awarded for three years with two one year extensions.

400.4 POINT OF CONTACT

The sole point of contact for purposes of this Request for Proposal (RFP) is Jessica Wilson, Delaware State University, (302) 857-6272. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.

400.5 PRICES

Prices shall remain firm until all of the terms and conditions contained herein are satisfied or unless further negotiations are deemed necessary by Delaware State University. The prices quoted are those for which the material will be furnished F.O.B. Delaware State University and include all charges that may be imposed during the period of the contract.

Vendors must provide pricing for the items they are bidding on utilizing an Excel Spreadsheet.

- a. Pricing will be proposed on a cost per copy basis including all previous mentioned specifications under: a 3 year lease.
- b. Separate monthly pricing must be provided to manage our in house copy center as

mentioned in the Scope of Work introduction.
The pricing policy that you choose to submit must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

400.6 BID BOND REQUIREMENTS

Bid Bond Waived

400.7 PERFORMANCE BOND REQUIREMENTS

Performance Bond Waived

400.7 BASIS OF AWARD

This contract shall be awarded to the most responsible bidder(s) who best meets the requirements of the University and the terms and conditions of the Proposal. Delaware State University reserves the right to make multiple awards on this Contract. See Scope of Work Section for grading criteria.

400.8 PRE-BID MEETING

There is no Mandatory Pre-Bid Meeting.

400.9 DELAWARE BUSINESS LICENSE

All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.

401.0 HOLD HARMLESS

The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, agents, subcontractors and invitees on or about the premises and which arise out of or relate to the vendor's performance, or failure to perform as required by the University in this agreement.

401.1 NON-PERFORMANCE

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contract prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

401.2 FORCE MAJEURE

Neither the vendor nor the University shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.

401.3 BID/CONTRACT EXECUTION

Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with

Delaware State University.

The following “Special Provisions” shall be considered by all Bidders as part of the Contract:

401.4 PUBLIC INFORMATION

Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.

401.5 SITE INVESTIGATION

As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site(s) constitute grounds for any claim, or additional costs after the award of the contract.

401.6 TERMINATION FOR CONVENIENCE

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by Delaware State University. The University may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

401.7 TERMINATION FOR CAUSE

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, Delaware State University shall thereupon have the right to terminate this contract by giving written notice of termination to the Contractor and specifying the effective date thereof, at least 5 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 Contractor under this Contract shall, at the option of Delaware State University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials which is usable to Delaware State University.

401.8 AUTHORITY OF DELAWARE STATE UNIVERSITY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of Delaware State University shall be final and binding.

401.9 MOST FAVORED CUSTOMER

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

402.0 SHIPPING TERMS

F.O.B. destination; freight prepaid.

402.1 OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, advertising & design materials & artwork (native files), market research studies & findings, documents related to fund-raising campaigns, marketing, branding and media planning, creations, or inventions created or developed

in the performance of this contract is work made for hire and shall become the sole property of Delaware State University. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to Delaware State University to evidence the University's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

402.2 EXCEPTIONS

Offerors may elect to take minor exception to the terms and conditions of this RFP. Delaware State University will evaluate each exception according to the intent of the terms and conditions contained herein, but Delaware State University shall reject exceptions that do not conform to the University's bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

402.3 FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a Delaware State University Purchase Order signed by authorized representatives of the University requesting service, properly processed through the University's Accounting Office. An email, purchase order, telephone call, fax or credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

SECTION 500.00 SPECIFICATIONS:

All work/material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS/scope of work as listed:

500.1 COMPLIANCE

Unless the offer expressly states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.

500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.

500.3 ASSIGNMENT

Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.

500.4 BID/PROPOSAL SUBMITTAL

All bids or proposals must be submitted in the envelope provided with this package. Take care to identify your firm in the space provided on the face of the envelope. Envelopes must be sealed and submitted on or before the date and time specified herein.

500.5 SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, Delaware State University shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and Delaware State University will forthwith proceed to collect for nonperformance of work.

500.6 TIME OF PERFORMANCE

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

500.7 PERSONNEL

a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.

b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

500.8 METHOD OF PAYMENT

a. For each P.O. issued as part of this contract, Delaware State University will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing to include billable hours.

b. No premium time for overtime will be paid without prior written authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

c. Charges exceeding the estimate amount may not be billed without prior written authorization from Delaware State University.

500.9 CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between Delaware State University and the Contractor shall be incorporated in written amendments to the Purchase Order.

501.0 PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. Delaware State University shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that Delaware State University agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for Delaware State University's support shall be given in the publication.

501.1 AUDIT ACCESS TO RECORDS

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

REFERENCES:

Please provide the name, address and business contact for three (3) accounts that you provide similar services to in the State of Delaware.

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Delaware State University
Copier Management and Services
Contract No. 15-02-09-01

Vendor

Authorized Signature/Date

Address

Printed Name

City, State

Zip Code

Telephone Number

Fax Number

E-Mail Address

Federal EI Number