



CONTRACT NUMBER 17-01-06-01

RFP FOR AUDITING SERVICES

**Responses must be received by 3 p.m.
March 23, 2017**

Delaware State University
Room 321, 3rd Floor, Claiborne D. Smith Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact:
Zafar Chaudhry, Associate Vice President
(302) 857-7852
zchaudhry@desu.edu

I. OVERVIEW

The Delaware State University seeks audit services as described herein. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: 02/22/17
Deadline for Questions	Date: 03/06/17 at 10:00 AM (Local Time)
Response to Questions Posted by	Date: 03/15/17
Deadline for Receipt of Proposals	Date: 03/23/17 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: TBD

*** Each of the above date is subject to change**

Note: All questions shall be in writing and submitted through email to zchaudhry@desu.edu before above stated deadline.

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 2.

The proposal must be submitted to:

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

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

PREBID MEETING

Pre-bid meeting requirement has been waived. There will be no Pre-Bid Meeting held for this Request for Proposals.

Note: All questions shall be in writing and submitted through email zchaudhry@desu.edu before deadline.

II. SCOPE OF SERVICES

A. General

DSU is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2017, 2018 and 2019, with the option to audit DSU's financial statements for two (2) one-year extensions (subsequent fiscal years). These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

DSU desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

DSU also desires the auditor to express an opinion on the statement of net position and the related statements of revenues, expenses, and changes in net position and cash flows. The Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. Certain limited procedures should be applied which consist principally of inquiries of management regarding the measurement and presentation of the supplemental information. The auditor is not required to audit this information.

DSU also desires an audit of federal programs, NCAA compliance and preparation of tax returns (990).

C. Auditing Standards to Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with: Auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board (PCAOB), the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (2003), and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.
4. A schedule of expenditures of federal awards is required by the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
5. Management letter, if applicable, should be submitted on matters which relate to the system of internal controls that come to your attention during the course of your examination.

In the required report(s) on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of non-compliance. All non-material instances of non-compliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts. All situations or transactions that come to the auditor's attention that could be indicative of fraud, abuse, illegal acts, material errors, defalcations, or other irregularities shall be promptly reported to DSU and DSU will determine the appropriate course of action.

Reporting to the Audit Committee and VP for Finance or equivalent. Auditors shall ensure that the DSU's Audit Committee is informed of each of the following. It is the responsibility of the auditor to provide the communication to the Audit Committee, the Chief Operating Officer, the Internal Auditor and the VP for Finance or equivalent. The auditor will provide DSU with one copy of the communication listed below.

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

E. Special Considerations

The financial statements of DSU are included as a component unit of the financial statements of the State of Delaware. It is anticipated that the auditor will not be required to provide special assistance to the State of Delaware's auditors.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by DSU of the need to extend the retention period. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

G. Special Requirements:

1. Independence

The firm should provide an affirmative statement that it is independent of DSU as defined by auditing standards generally accepted in the United States of America/the U.S. General Accounting Office's Government Auditing Standards (2011).

The firm also should provide an affirmative statement that it is independent of all of the component units of DSU as defined by those same standards.

The firm also should provide an affirmative statement that it is independent of DSU's primary government, and any other component units of that entity, as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving DSU or any of its [component units/ agencies] for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give DSU written notice of any professional relationships entered into during the period of this agreement.

2. License to Practice in Delaware

An affirmative statement should be included that the firm and the engagement partner and manager/supervisor in charge are properly licensed to practice in the State of Delaware. The applicant must provide evidence of a valid Delaware business license.

3. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. The firm must also include a copy of the letter of comments, if applicable.

The firm shall certify that it has not been suspended or debarred from performing government audits or from other government activity. In addition, the firm shall certify that it has not been the object of any disciplinary action during the past three (3) years.

4. Partner, Supervisory and Staff Qualifications and Experience

The proposer must:

- Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement.
- Indicate whether each such person is registered or licensed to practice as a certified public accountant in the State of Delaware.
- Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
- Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement.
- Indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect the DSU's commitment to diversity.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of DSU. However, in either case, DSU retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of DSU, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

5. Prior Engagements with DSU

List separately all engagements within the last five years, ranked on the basis of total staff hours, for Delaware State University by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date,

engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last three years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal should set forth a work plan for the financial audit and A-133 audit, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as DSU's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a) Proposed segmentation of the engagement
- b) Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c) Sample size and the extent to which statistical sampling is to be used in the engagement
- d) Extent of use of EDP software in the engagement
- e) Type and extent of analytical procedures to be used in the engagement
- f) Approach to be taken to gain and document an understanding of the DSU's internal control structure
- g) Approach to be taken in determining laws and regulations that will be subject to audit test work
- h) Approach to be taken in drawing audit samples for purposes of tests of compliance

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from DSU.

9. Report Format

The proposal should include sample formats for required reports.

H. Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to the proposal is to contain all direct and indirect costs including all out-of-pocket expenses.

DSU will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost proposal. Such costs should not be included in the proposal.

2. Rates by Partner, Specialist, Supervisory & Staff Level Times Hours Anticipated. The second page of the dollar cost proposal should include a schedule of professional fees and expenses, presented in a format that supports the total all-inclusive maximum price. Rates and hours anticipated by partner, specialist, supervisory and staff levels.

3. Out-of-pocket Expenses Included in the Total All-inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by DSU for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented on the second page of the dollar cost proposal. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the sealed dollar cost proposal stating the firm will accept reimbursement for travel, lodging and subsistence at the prevailing DSU rates for its employees.

4. Rates for Additional Professional Services

If it should become necessary for DSU to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between DSU and the firm. Any such additional work agreed to between DSU and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost proposal.

5. Manner of Payment

Progress payments up to ninety (90%) percent will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim billing shall cover a period of not less than a calendar month. Ten percent (10%) of the contract amount will be retained until the Exit Conference has been held and the final reports have been reviewed and accepted by DSU.

The Contractor must submit all invoices to DSU for approval and payment.

III. DESCRIPTION OF THE GOVERNMENT

A. Budgetary Basis of Accounting

DSU prepares its budgets on a basis consistent with generally accepted accounting principles.

B. Pension Plans

DSU participates in the State of Delaware's Single Employer, Defined Benefit Program.

C. Component Units

DSU is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Using these criteria, the following component units are discretely presented in DSU's financial statements:

1. DSU Foundation, Inc. Fiscal Year Ending June 30 (Audit of DSU Foundation is contracted to another vendor by the Foundation and will not be part of an engagement resulting from this RFP).

D. Leadership of Finance Operations

The Finance Department is headed by Senior Vice President & Chief Operating Officer Dr. Teresa Hardee. Note that audit questions should be addressed to the appropriate person and cc'd to Internal Audit; if satisfactory answers cannot be obtained, those questions can then be taken to Dr. Hardee.

E. Computer Systems

The BANNER Finance System helps to ensure that institutional users will be able to provide the highest quality financial services. The core of BANNER's Finance System, the General Ledger, is integrated with all other finance system areas and conforms to AICPA, FASB, GASB, and GAAP principles supporting either cash or accrual methods.

F. Availability of Prior Audit Reports and Working Papers

Interested firms who wish to review prior years' audit reports and management letters should contact:

Graylin Smith,
Managing Partner, SB and Company, Inc.
410-584-0060
410-340-4515 Cell
(804) 441-6206
(202) 609-8301
gsmith@sbandcompany.com

Or

Monique Booker,
Partner, SB and Company, Inc.
(410) 584-1403
mbooker@sbandcompany.com

IV. TIME REQUIREMENTS

A. Availability of FY Records

The fiscal records are available each year for audit by August 15.

B. Schedule for the 2017 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years).

Each of the following should be completed by the auditor no later than the dates indicated.

1. Audit Schedule

The auditor shall provide DSU an audit schedule and a list of all information to be provided by the DSU by June 15 (except samples of particular transactions that will be reviewed)

2. Draft Reports

The auditor is responsible to submit an electronic version of the draft report and management letter to the DSU VP for Finance, Associate VP for Internal Audit and Advisory Services, and Controller by September 15.

C. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years).

At a minimum, the following conferences should be held:

1. Entrance conference with the VP for Finance, the VP for Internal Audit and Key Personnel.
2. Progress conference (if needed) with the VP for Finance, the VP for Internal Audit and Key Personnel.
3. Pre-Exit conference with the VP for Finance, the VP for Internal Audit and Key Personnel to discuss results of the field work and findings (if any).
4. Exit Conference with the President or his/her designee, the Audit Committee, the Chief Operating Officer, the VP for Finance, the VP of Internal Audit and Key Personnel.

D. Reports

1. Draft Reports - The auditor shall provide an electronic version of the draft report and management letter to the Chief Operating Officer, the VP for Finance, the Associate VP for Internal Audit and Advisory Services, and the Controller for their review and approval by the following dates. University personnel shall complete their review of the draft report as expeditiously as possible. During management review, the auditor should be available to discuss the audit report and other issues as a result of the audit. The auditor will review all Board presentation with the Chief Operating Officer before sharing with the Board or Board Committee.

Fiscal Year 2017

- Financial Audit - September 15, 2017

- A-133 Audit – November 15, 2017
 - NCAA Agreed Upon Procedures – December 05, 2017
 - 990 Tax Returns for each entity by October 31, 2017
2. Final Reports – The final report and management letter, if applicable, (printed copies and an electronic version of each) is due to DSU by the following dates.
- Fiscal Year 2017
- Financial Audit -September 30, 2017
 - A-133 Audit – November 30, 2017
 - NCAA Agreed Upon Procedures – December 15, 2017
 - 990 Tax returns for each entity by November 10, 2017

All subsequent fiscal year audits will follow same due dates unless otherwise instructed by authorized DSU management.

3. All final audit reports will be shared with the Audit Committee.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the Chief Financial Officer and/or the Controller's Office. The cost of confirmations will be the responsibility of DSU. The preparation of the financial statements is the responsibility of DSU.

B. Report Preparation

Report preparation, editing and printing shall be the responsibility of the auditor. The draft report shall be reviewed by the manager/supervisor in charge and by the engagement partner before it is submitted to DSU. Thirty (30) copies of the basic financial statements as well as the Report of Independent CPA in Accordance with OMB Circular A-133 are required.

VI. 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 University.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Delaware State University prior to the start of the contract period and shall be no less than as identified in the bid solicitation, insurance section.

B. General Evaluation Requirements

The Evaluation Committee will judge the merits of proposals received in accordance with the criteria described below. The objective of the Evaluation Committee will be to recommend the bidder who is most responsive to the needs of Delaware State University. The specifications within this RFP represent the minimum performance necessary for response. The evaluation committee will forward a recommendation to the Audit Committee of the Board of Trustees. Once they have selected an audit firm the Associate Vice President for Contract Administration will issue a Notice of Intent to Award.

C. Evaluation Criteria

See also section VII.C.2.

Evaluation Criteria		Points
1	Technical Quality	75
	Expertise and Experience	
	Audit Approach	
	Conformance to Timeline	
2	Pricing	25

VII. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Zafar Chaudhry, Associate Vice President
DELAWARE STATE UNIVERSITY
ADMINISTRATION BUILDING, 3rd FLOOR, Room 321
1200 NORTH DUPONT HIGHWAY, DOVER, DE 19901
zchaudhry@desu.edu

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

5. Consultants and Legal Counsel

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

6. Contact with University Employees

Direct contact with Delaware State University employees other than the

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

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

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The University reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two paper copies and one electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the Delaware State University and received no later than the deadline. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Zafar Chaudhry, Associate Vice President
Delaware State University
Administration Building, 3rd Floor, Room 321
1200 North DuPont Highway
Dover, DE 19901

Vendors are directed to clearly print "BID ENCLOSED" and "CONTRACT NO. 17-01-06-01" on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date and time shall not be considered. Bidder bears the risk of late delivery or at any other location of the University than specified herein. 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

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2017. The Delaware State University reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

The Delaware State University will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of Delaware State University personnel.

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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

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

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

12. Price Not Confidential

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

13. Multi-Vendor Solutions (Joint Ventures)

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

responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the Delaware State University caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

a) Primary Vendor

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

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

b) Multiple Proposals

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

14. Sub-Contracting

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

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

15. Discrepancies and Omissions

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

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

a) RFP Question and Answer Process

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

- Section number
- Paragraph number
- Page number
- Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. CD containing questions must be received prior to the deadline by the University designated contact person.

16. University's Right to Reject Proposals

The Delaware State University reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the Delaware State University's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a

modified project which may include portions of the originally proposed project as the Delaware State University may deem necessary in the best interest of the University.

17. University's Right to Cancel Solicitation

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

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

18. University's Right to Award Multiple Source Contracting

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

19. Potential Contract Overlap

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

20. Notification of Withdrawal of Proposal

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

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

21. Revisions to the RFP

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

22. Exceptions to the RFP

Any exceptions to the RFP, or the Delaware State University's terms and conditions, must be recorded on Attachment 2. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 4. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

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

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

a) RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the Delaware State University will award the contract. The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

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

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

25. Cooperatives

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

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the Delaware State University. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures

established in 29 Del. C. §§ 6981 and 6982. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Audit Committee who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful vendor in the best interests of the Delaware State University.

2. Proposal Selection Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

a) Mandatory Elements

All firms are required to meet these elements. No points assigned.

- (1) The audit firm is independent and licensed to practice in Delaware. Please provide a copy of your firm’s State of Delaware Occupational License (issued by the Division of Revenue); a copy of the firm’s State of Delaware Board of Accountancy permit; and copies of the State of Delaware Board of Accountancy Permit of the engagement partner and the manager/supervisor in charge.
- (2) The firm has no conflict of interest with regard to any other work performed by the firm for DSU.
- (3) The firm meets the continuing professional education standards of the Government Auditing Standards.
- (4) The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- (5) The firm has the following minimum limits in insurance:
 - (a) Comprehensive General Liability.....\$1,000,000
 - (b) Medical/Professional Liability.....\$1,000,000/\$3,000,000
- (6) The firm has not been suspended or debarred from performing government audits or from other governmental activity.
- (7) The firm has not been the object of any disciplinary action during the past three (3) years.

- b) Technical Quality: (Maximum Points - [75])
- (1) Expertise and Experience
 - (a) The firm's past experience and performance on comparable government engagements
 - (b) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
 - (2) Audit Approach
 - (a) Adequacy of proposed staffing plan for various segments of the engagement
 - (b) Adequacy of sampling techniques
 - (c) Adequacy of analytical procedures
 - (3) Conformance to Timeline
 - (a) Firm's performance in adhering to the RFP timeline
 - (b) Firm's proposed timelines
- c) Price: (Maximum Points - [25])

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

The Audit Committee and Team reserve 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.

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

3. Proposal Clarification

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

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process.

5. Oral Presentations

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

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

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

D. Contract Terms and Conditions

1. General Information

- a) The selected vendor will be required to enter into a written agreement with the Delaware State University. The Delaware State University reserves the right to incorporate standard University contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the Delaware State University. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- b) The selected vendor or vendors will be expected to enter negotiations with the Delaware State University, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- c) The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a Delaware State University purchase order signed by two authorized representatives of the University requesting service, properly processed through the Delaware State University.
- d) 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 the Delaware State University participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor

advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

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

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

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

4. Solicitation of University Employees

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

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

done so, they must terminate that employment immediately.

5. General Contract Terms

a) Independent Contractors

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

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

b) Licenses and Permits

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

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

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

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

Delaware State University
Attention: Mr. David Sheppard, General Counsel
Administration Building, 4th Floor
1200 North DuPont Highway
Dover, DE 19901

Delaware State University
Attention: Zafar Chaudhry, Associate Vice President
Room 321, 3rd Floor, Claiborne D. Smith Administration Building
Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

6. Indemnification

a) General Indemnification

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

b) Proprietary Rights Indemnification

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

action is successful.

7. Insurance

- a) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- b) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Delaware State University.
- c) During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - (1) Vendor shall in all instances maintain the following insurance during the term of this Agreement:
 - (a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - (b) Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - (2) As applicable and determined necessary by the University, the Vendor shall also maintain:

Delaware State University

- (a) Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - (b) Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - (c) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
 - (d) Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
 - (e) Automotive Property Damage (to others) - \$25,000
- (3) The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to University contact prior to any work being completed by the awarded vendor(s).
- (4) The Delaware State University shall not be named as an additional insured.
- (5) Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

8. 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.

9. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of

the University, the University may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the University, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

10. Costs and Payment Schedules

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

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

11. Penalties

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

12. Termination of Contract

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

- a) Termination for Cause: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the University shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the University, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the University.
- b) Termination for Convenience: The University may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the University, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the University.

13. Non-discrimination

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

14. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling

agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the Delaware State University shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

15. 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.

16. Vendor Responsibility

The University will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 5, and are subject the approval and acceptance of Delaware State University.

17. Personnel, Equipment and Services

- a) The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b) All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c) None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the University. Only those subcontractors identified in Attachment 5 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 5 must be approved in writing by the University.

18. Vendor Background Check Requirements

Vendor(s) selected for an award that access University property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the University.

Unless otherwise directed, at a minimum, this shall include a check of the following registry:

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

19. Work Product

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

20. Contract Documents

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

21. 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:

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

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

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

22. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

23. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by the University, the Vendor hereby grants, conveys, sells, assigns, and transfers to the Delaware State University all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the University pursuant to this contract. Upon either the University's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the University and Vendor shall meet and

confer about coordination of representation in such action.

24. 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.

25. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

26. Audit Access to Records

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

27. Other General Conditions

- a) 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.
- b) Prior Use – The Delaware State University reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the Delaware State University.
- c) 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 audit report acceptance.
- d) Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- e) Assignment – Any resulting contract shall not be assigned except by express prior written consent from the Delaware State University.
- f) Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Delaware State University.
- g) Billing - The successful bidder (s) is required to bill upon completion and delivery as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

Invoices@desu.edu or to Accounts Payable Department,
Administration Building, 3rd Floor, Delaware State University, 1200 N.
DuPont Highway, Dover, DE 19901-2277

- h) Payment - The University reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The University will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- i) Additional Terms and Conditions – The Delaware State University reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The Delaware State University reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the Delaware State University with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the Delaware State University.

2. Definitions of Requirements

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

3. Production Environment Requirements

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

CONTRACT NO. 17-01-06-01

CONTRACT TITLE: Audit Services

NON-COLLUSION STATEMENT

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

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

			Check One		
COMPANY NAME:			Corporation	<input type="checkbox"/>	
			Partnership	<input type="checkbox"/>	
			Individual	<input type="checkbox"/>	
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:	Certification type(s)			Circle all that apply:	
	Minority Business Enterprise (MBE)			Yes	No
	Woman Business Enterprise (WBE)			Yes	No
	Disadvantaged Business Enterprise (DBE)			Yes	No
	Veteran Owned Business Enterprise (VOBE)			Yes	No
CERT. NO.:	Service Disabled Veteran Owned Business Enterprise (SDVOBE)			Yes	No

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

Delaware State University

PURCHASE ORDERS SHOULD BE SENT TO: (COMPANY NAME)			
ADDRESS			
CONTACT			
PHONE NUMBER		FAX NUMBER	
EMAIL ADDRESS			

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

YES NO

If yes, please explain:

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

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACT NO. 17-01-06-01

CONTRACT TITLE: Audit Services

BUSINESS REFERENCES

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

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

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

Contact Name & Title: Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

Contact Name & Title: Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

Contact Name & Title: Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

CONTRACT NO. 17-01-06-01

CONTRACT TITLE: Audit Services

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR			
1. CONTRACT NO. 17-01-06-01	2. Proposing Vendor Name:	3. Mailing Address:	
4. SUBCONTRACTOR			
a. Name:	4c. Company OSD Classification: Certification Number:		
b. Mailing Address:	4d. Women Business Enterprise 4e. Minority Business Enterprise 4f. Disadvantaged Business Enterprise 4g. Veteran Owned Business Enterprise 4h. Service Disabled Veteran Owned Business Enterprise	Yes	No
5. DESCRIPTION OF WORK BY SUBCONTRACTOR:			
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED	
6b. TITLE OF PERSON SIGNING			
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR			
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED	
9b. TITLE OF PERSON SIGNING			

* Use a separate form for each subcontractor

CONTRACT NO. 17-01-06-01

CONTRACT TITLE: Audit Services

BID/ PRICING SHEET

	FY17 Total Price in US Dollars	FY18 Total Price in US Dollars	FY19 Total Price in US Dollars
Lump sum price for all the services listed in the RFP. All costs inclusive, such as travel, lodging, any direct/ indirect costs, and other hidden costs, etc. If vendor lists any direct/ indirect costs somewhere else in the response other than the lump sum price listed on this sheet for each fiscal year, Delaware University will not be held responsible for those costs whatsoever. Therefore, vendor bears full risk of those costs not included in lump sum cost for each fiscal year on this sheet. During the tenure of audit engagement/ contract resulting from this RFP, Delaware State University does not/ will not permit any increase in price listed on this sheet.			
Grand Total			