



**Delaware State University**

**Internet Service Provider (ISP)**

**Request for Proposal**

**Contract No. 17-05-15-06**

**Bid packets must be received by: 3:00 PM, June 01, 2017 (Delaware Local Time)**

**Delaware State University, Office of Contract and Data Administration  
Room Number 103, Facilities Management Building  
Attention: Zafar Chaudhry, Associate Vice President  
1200 North DuPont Highway  
Dover, DE 19901-2277**

**Point of Contact**

**Zafar Chaudhry, Associate Vice President  
Ph. (302) 857-7852  
Email: [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu)**

**ALL VENDORS:**

The enclosed packet contains a "REQUEST FOR PROPOSAL" for the contract listed on cover page. The proposal consists of the following:

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section

Attachments:

- 1) No Proposal Reply Form
- 2) Non-Collusion Statement
- 3) Exceptions
- 4) Confidentiality and Proprietary Information
- 5) Business References
- 6) Subcontractor Information Form
- 7) Bid/ Pricing Sheet/ Bid Quotation

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly.

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP).

## I. INTRODUCTION

### A. PURPOSE

Delaware State University is seeking a qualified Internet Service Provider (ISP) to provide dedicated Internet circuit(s) and site-to-site Wide Area Network (WAN) connectivity to the Dover, DE and Wilmington, DE campus locations. These circuits are intended to provide Internet access for academic, administrative, student residential, and guests networks; in addition to providing site-to-site network connectivity for access to University resources. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract for this purpose. The contract for this RFP will be awarded to the vendor who best meets the needs of the University. Prospective vendors can visit [www.desu.edu](http://www.desu.edu) to find out more general information about Delaware State University.

### 1. COMPETITIVE SEALED PROPOSAL

It has been determined by the Delaware State University, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the University. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

### 2. CONTRACT REQUIREMENTS

Respondents must be able to substantiate a history of dependable and reputable service.

### 3. STATE AGENCY USE CONTRACT

Pursuant to 29 Del. C. [§6904](#)(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

### 4. MULTIPLE SOURCE AWARD

The University reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. [§6926](#).

### 5. 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.

## 6. CONTRACT PERIOD

Each Vendor's contract shall be valid for **three (3) years**. There is an **option** to renew the contract for **two (2) one year extension by negotiation** between the vendor and Delaware State University. The University reserves the right to extend this contract on a month-to-month basis after the term of the full contract has been completed.

## B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

- |                               |                          |
|-------------------------------|--------------------------|
| • Questions due to University | May 15, 2017 at 10:00 AM |
| • Answers due to Contractor   | May 24, 2017             |
| • Bid Opening                 | June 01, 2017 at 3:00 PM |
| • Contractor Selection Date   | June 23, 2017            |
| • Anticipated Contract Start  | July 1, 2017             |

\* Each date subject to change

There will not be any pre-bid meeting. Pre-bid meeting requirement has been waived.

Note: All questions shall be in writing and submitted via email to Zafar Chaudhry at [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu) prior to the deadline including time and date listed above.

## C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by the University. All questions will be answered in writing by the University and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

## D. RFP DESIGNATED CONTACT

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

**Attention: Zafar Chaudhry, Associate Vice President**  
**Office of Contract and Data Administration**  
**Phone: 302-857-7852**

Email: [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu)

**Mailing Address:**

**Delaware State University  
Office of Contract and Data Administration  
Room Number 103, Facilities Management Building  
Attention: Zafar Chaudhry, Associate Vice President  
1200 North DuPont Highway  
Dover, DE 19901-2277**

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

**E. CONTACT WITH UNIVERSITY EMPLOYEE**

Direct contact with University employees other than the University Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting University employees risk elimination of their proposal from further consideration.

**II. SCOPE OF WORK**

**A. OVERVIEW**

The Vendor(s) shall provide all equipment, materials and labor to supplement the University's need for this contract as described herein as described in Appendix A. The contract will require the Vendor(s) to cooperate with the University to insure the University receives the most current state-of-the-art material and/or services.

**III. 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 respond to each and every requirement outlined in the RFP criteria 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 the University.

#### **D. CONCISE PROPOSALS**

The 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 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 University.

#### **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 University for the evaluation purposes. They shall be such as to permit the University 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.

**K. BID BOND REQUIREMENT**

**Bid Bond requirement has been waived for this RFP.**

**L. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

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 **3 paper copies and one electronic copies** on thumb drive, CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. Thumb drive, CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline specified in this RFP on the cover page shall not be considered. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

The University reserves the right to award the proposed contract to multiple Vendors if the University determines that such an award is in the best interest of the University.

**M. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the term of the contract. University reserves the right to ask for an extension of time if needed.

**N. WITHDRAWAL OF PROPOSALS**

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**O. 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.

**P. 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.

#### Q. ADDENDA TO THE REQUEST FOR PROPOSAL (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 the University, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

#### R. INCURRED EXPENSES

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

#### S. 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.

#### T. 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 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, no later than ten (10) calendar days prior to the time set for opening of the proposals.

#### U. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment 3 to be considered.** Exceptions listed elsewhere in the Vendor's proposal will not be considered. University maintains sole discretion to reject any vendor exceptions that are submitted.

#### V. BUSINESS REFERENCES

Business references are to be provided via Attachment 5.

#### W. 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.

The University requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a University vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for “matching.” If the Taxpayer ID and name do not match, the vendor record cannot be approved.

#### **X. PRICE NOT CONFIDENTIAL**

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

### **IV. PROPOSAL EVALUATION PROCEDURES**

#### **A. GENERAL ADMINISTRATION**

##### **1. UNIVERSITY’S RIGHT TO REJECT PROPOSALS**

University reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the University. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

##### **2. UNIVERSITY’S RIGHT TO CANCEL SOLICITATION**

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

##### **3. FORMAL CONTRACT AND/OR PURCHASE ORDER**

No employee of the Contractor(s) is to begin any work prior to receipt of a University Purchase Order signed by authorized representatives of the University requesting service.

##### **4. DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses stated in this RFP.

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

## **5. PUBLIC OPENING OF PROPOSALS**

The proposals may be publicly opened at the time and place specified by the University. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

## **6. DISQUALIFICATION OF VENDORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the University, State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. If required, non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

## **7. AUTHORITY OF 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 the University shall be final and binding.

## **8. OR EQUAL (PRODUCTS BY NAME)**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

## **B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

University shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. – A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the University.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. – It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
  - b. The vendor's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the vendor is qualified legally to contract with the University;
  - e. Whether the vendor supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria establish by the University
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. The University reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

## **C. PROPOSAL EVALUATION COMMITTEE**

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the University.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926.

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 Delaware State University.

#### D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application.

#### E. CRITERIA AND SCORING

The following criteria, not necessarily listed in order of significance, will be used to evaluate proposals:

Supplier Experience – The Supplier's experience and past performance in providing Internet Access Service of a similar size, scope and nature to that required by this RFP.

Implementation Plan – The Supplier's proposed methodology for the implementation of services in meeting the RFP requirements and the client resources that will be required to support implementation and operation.

Technical Responsiveness of the Proposal – The capability of the proposed services to meet the RFP functional and technical requirements.

Overall Reliability and Security of the ISP service – Including system redundancy and back-up capability.

Infrastructure – use of network diagrams and other material, detail regarding route diversity and bandwidth that define the network design.

Uptime guarantee – State the service level in terms of uptime percentage per month that is guaranteed to Delaware State University. Failure to maintain the agreed uptime level can result in termination of this contract.

Pricing Proposal / Structure Total Cost of Ownership –

Inspections of facility, if applicable –The University reserves the right to conduct a site inspection at a location where the bidder is currently providing Internet Access services. The University will absorb all necessary University travel expenses related to any such inspections. All such costs will not be considered in the evaluation process. Any site inspection will be scheduled by the Delaware State University Associate Vice President of Contract Administration.

Oral Presentations, if applicable – Suppliers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. The purpose of such presentation is to provide an opportunity for the bidder to clarify or elaborate on their bid response. Original submissions cannot be supplemented, changed or corrected in any way. No comments regarding other Suppliers or their proposals are permitted, and Suppliers may not attend presentations by their competitors.

| EVALUATION CRITERIA |  | POINTS |
|---------------------|--|--------|
|                     |  |        |

|   |  |     |
|---|--|-----|
| 1 | Supplier Experience                                  | 10  |
| 2 | Implementation Plan                                  | 10  |
| 3 | Technical Responsiveness of the Proposal             | 10  |
| 4 | Overall Reliability and Security of the ISP service  | 20  |
| 5 | Infrastructure                                       | 15  |
| 6 | Uptime guarantee                                     | 20  |
| 7 | Pricing Proposal / Structure Total Cost of Ownership | 15  |
|   | TOTAL SCORE  | 100 |

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. 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 Proposal Evaluation Committee members.

#### **F. BEST AND FINAL OFFERS**

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

#### **G. REFERENCES**

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the Delaware State University may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the University will pay travel costs only for University personnel for these visits.

#### **H. ORAL PRESENTATIONS**

Selected vendors may be invited to make oral presentations to the Committee. 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 University are the vendor's responsibility.

#### **V. PREBID MEETING**

There will not be any pre-bid meeting. Pre-bid meeting requirement has been waived.

#### **VI. DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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

**STATE:** The State of Delaware

**AGENCY:** Delaware State University.

**UNIVERSITY:** Delaware State University.

**BID INVITATION:** The “invitation to bid” or “Request for Proposal” is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**DESIGNATED OFFICIAL:** The agent authorized to act for Delaware State University.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**OPPORTUNITY BUY:** A special offer from a supplier that is usually associated with a limited time to respond.

**PROPOSAL:** The offer of the Vendor submitted on the approved form and setting forth the Vendor’s prices for performing the work or supplying the material or equipment described in the specifications.

**RFP:** Request for Proposal.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor’s payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

**VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**VENDOR’S DEPOSIT:** The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the University if the work to be performed or the material or equipment to be furnished is awarded to it.

## B. GENERAL PROVISIONS

### 1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The University may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards, if applicable, may be found by accessing the applicable contract award page at: <http://contracts.delaware.gov/>. Past usage shall not be considered a guaranteed future volume.

### 2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

### 3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

### 4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. to University and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the University before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

### 5. PUBLIC INSPECTION OF PROPOSALS



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 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.

## **6. LAWS TO BE OBSERVED**

The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the departments, and all Officers, University and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

## **7. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

## **8. 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.

## **9. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

## **10. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the University.
- b. The Vendor and the surety shall hold and save harmless the University, the departments, their employees, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

## **11. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.



- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the University, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

## 12. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the University. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78<sup>th</sup> Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

## 13. INVOICING

After the awards are made, the Delaware State University may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with University Purchasing Procedures. The University will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

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

Via Email: [Invoices@desu.edu](mailto:Invoices@desu.edu)

Or Via Mail:

Delaware State University  
Attention: Accounts Payable Department  
Dr. Claiborne D. Smith Administration Building  
1200 N. DuPont Highway  
Dover, DE 19901-2277

## 14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the University, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment 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 contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such

action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the University setting forth the provisions of this non-discrimination clause.

b. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual 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 contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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 University setting forth this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, University that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

## 15. PRICES

Prices and/or rates shall remain firm or be reduced from time to time for the initial three year term of the contract, unless further negotiations are deemed necessary by the University.

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.

## 16. 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.

## 17. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The University is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the University may agree to exercise.

If agreement is reached to extend this contract beyond the initial period, University shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

## **18. SHIPPING TERMS**

FOB Destination, freight prepaid.

## **19. ELECTRONIC CATALOG**

At the discretion of University, the successful vendor(s) may be required to submit their items list in an electronic format designated by the University.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

## **20. INDEPENDENT CONTRACTORS**

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the 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.

## **21. TEMPORARY PERSONNEL ARE NOT UNIVERSITY EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the University pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the University pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the University and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s).

## **22. ACA SAFE HARBOR**

The University and its utilizing departments are not the employer of temporary or contracted staff. However, the University is concerned that it could be determined to be a Common-law Employer as

defined by the Affordable Care Act (“ACA”). Therefore, the University seeks to utilize the “Common-law Employer Safe Harbor Exception” under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the University and/or its departments are charged and pay for an “Additional Fee” with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The University requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The University will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

### **23. FUNDING OUT or NON-APPROPRIATION**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

### **24. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the University. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

- b. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

- c. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

- d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,

and

f. 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 University.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

Before any work is done with the University, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the University.

**Note: The Delaware State University shall not be named as an additional insured.**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

## **25. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the 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: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## **26. 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 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.

### **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 University, the 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 University against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the University to continue using the Product(s);

2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the University agrees to and accepts in writing.

## **27. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the University may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the University no later than 30 days following the delivery of the University's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

## **28. 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 in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **29. OPPORTUNITY BUYS**

The University can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The University will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

## **30. I FOUND IT CHEAPER**

Delaware State University can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The Delaware State University will afford any Vendor on an existing contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

## **31. ORDERING PROCEDURE**

Successful vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. All consumables delivered by the Vendor and received by University, become the property of the University. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

## **32. BILLING**



The Vendor is required to “Bill as Shipped” to the University. The University shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

University will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

### **33. METHOD OF PAYMENT**

- a. For each P.O. issued as part of this contract, the University will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, 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.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written University acceptance of the work and services as agreed to in the P.O.

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

The University will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The successful bidder (s) is required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State University**  
**Invoices@desu.edu**  
**1200 N. DuPont Highway**  
**Dover, DE 19901-2277**

### **34. PRODUCT SUBSTITUTION**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the University to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

### **35. SCHEDULE FOR PERFORMANCE OF WORK**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the University shall be the sole judge of the term “reasonable”. If the Vendor 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 the State will forthwith proceed to collect for nonperformance of work.

### **36. 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 and are subject the approval and acceptance of the University.

### **37. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met at no cost to the Delaware State University.

### **38. ENVIRONMENTAL PROCUREMENT REQUIREMENTS**

Energy Star – If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:

[Environmentally Preferred Purchasing Policy](#)

### **39. 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 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the University.

### **40. FAIR BACKGROUND CHECK PRACTICES**

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State/ Delaware State



University are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

#### 41. VENDOR BACKGROUND CHECK REQUIREMENTS

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

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded University/ state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the University listed in the solicitation. The University's decision to allow or deny access to any individual identified on a registry database is final and at the University's sole discretion.

By University request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to University/ state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the University's contract.

#### 42. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:  
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

#### 43. PREVAILING WAGE

The prevailing wage law, 29 Del.C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers

shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

#### 44. DISPUTE RESOLUTION

At the option of University, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by the University, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

#### 45. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the University shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. 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 the P.O. 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 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 department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the University.

- c. **Termination for Non-Appropriations:** In the event the University fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 46. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by the 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 thirty (30) 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.

On receipt of the contract cancellation notice from the University, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the University provides a written acceptance of the vendor response. If the University does accept the Vendor's method and/or action plan to correct the identified deficiencies, the University will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the University's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the University may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- 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 sixty (60) 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.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 47. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the

Vendor's compensation, which are mutually agreed upon by and between the University and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

#### **48. INTEREST OF VENDOR**

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

#### **49. 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. The 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 the University agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the University's support shall be given in the publication.

#### **50. RIGHTS AND OBLIGATIONS**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

#### **51. 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 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.

#### **52. TESTING AND INSPECTION**

The University reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

#### **53. COVENANT AGAINST CONTINGENT FEES**

The Vendor warrants that no person of the University has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

#### **54. GRATUITIES**

- a. If it is found, after notice and hearing, by the University that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the University with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the University may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the University makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph “a”, the University shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the University.

## **55. 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.

## **56. 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 University, 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.

## **57. REMEDIES**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the University and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

## **58. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 6) and agreed to in writing by the University or as are specifically

authorized in writing by the University during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the University.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the University.

## 59. UNIVERSITY'S RESPONSIBILITIES

The University shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the University and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the University observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When University first experiences a relatively minor problem or difficulty with a vendor, the University will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. University should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The University has several remedies available to resolve non-performance issues with the contractor. The University should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the University should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the University cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the University or GSS – Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible.

### [Corrective Action Report](#)

## 60. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the University and any 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
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

## **61. ASSIGNMENT**

This contract shall not be assigned except by express prior written consent from the University.

## **62. NOTICE**

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

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

## **63. 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.

## **64. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The 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 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 University.

## **C. AWARD AND EXECUTION OF CONTRACT**

### **1. CONSIDERATION OF PROPOSALS**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the University or its agent, the best interest of the University will be promoted thereby.

## **2. MATERIAL GUARANTY**

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

## **3. AWARD OF CONTRACT**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

## **4. EXECUTION OF CONTRACT**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

## **5. WARRANTY**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

## **6. THE CONTRACT(S)**

The contract(s) with the successful Vendor(s) will be executed with the University acting for all participating governmental entities.

## **7. INFORMATION REQUIREMENT**

The successful vendor's shall be required to advise and provide University of the gross costs associated with this contract.

## **VII. PROPOSAL REPLY SECTION**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope.

### **PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors.

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

Response/ Bid Submission Form  
Delaware State University



**Internet Service Provider (ISP), Contract Number 17-05-15-06**

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Vendor

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Authorized Signature/Date

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Address

---

Printed Name

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City, State

---

Zip Code

---

Telephone Number

---

Fax Number

---

E-Mail Address

---

Federal EI Number

**NO PROPOSAL REPLY FORM**

Contract No.: **17-05-15-06**      Contract Title: **Internet Service Provider (ISP)**

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

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

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

|           |           |
|-----------|-----------|
| _____     | _____     |
| FIRM NAME | SIGNATURE |

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

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO AUTHORIZED CONTACT PERSON OF THE UNIVERSITY.**

## Attachment 2

CONTRACT NO. 17-05-15-06

CONTRACT TITLE: Internet Service Provider (ISP)

**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.

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

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

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

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

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

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

FEDERAL E.I. NUMBER \_\_\_\_\_

STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

| COMPANY<br>CLASSIFICATIONS:<br><br>CERT. NO.: | Certification type(s)                                       | Circle all that<br>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 |
|   | Service Disabled Veteran Owned Business Enterprise (SDVOBE) | Yes                      | No |

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

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

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

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

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

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

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

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

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

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

**CONTRACT NO. 17-05-15-06**

**CONTRACT TITLE:** Internet Service Provider (ISP)

## EXCEPTIONS FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

**Note:** Vendor may use additional pages as necessary, but the format shall be the same as provided above.

**CONTRACT NO. 17-05-15-06**

**CONTRACT TITLE:** Internet Service Provider (ISP)

## CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

[illegible]

**Note:** Vendor may use additional pages as necessary, but the format shall be the same as provided above.

**CONTRACT NO. 17-05-15-06**

**CONTRACT TITLE: Internet Service Provider (ISP)**

## 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).

**4. Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of Work Performed:**

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**5. Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of Work Performed:**

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**6. Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of Work Performed:**

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CONTRACT NO. 17-05-15-06

CONTRACT TITLE: Internet Service Provider (ISP)

**SUBCONTRACTOR INFORMATION FORM**

|   |  |  |                    |
|---|--|--|--------------------|
| <b>PART I – STATEMENT BY PROPOSING VENDOR</b>     |  |  |                    |
| 1. CONTRACT NO. 17-05-15-06                       |  | 2. Proposing Vendor Name:  | 3. Mailing Address |
| 4. SUBCONTRACTOR                                  |  |  |                    |
| a. NAME   |  | 4c. Company OSD Classification:<br>Certification Number:   |                    |
| b. Mailing Address:                               |  | 4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No |                    |
| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR           |  |  |                    |
| 6a. NAME OF PERSON SIGNING                        |  | 7. BY (Signature)  | 8. DATE SIGNED     |
| 6b. TITLE OF PERSON SIGNING                       |  |  |                    |
| <b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b> |  |  |                    |
| 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. 17-05-15-06**
**CONTRACT TITLE: Internet Service Provider (ISP)**
**BID/ PRICING SHEET/ Bid Quotation (in US Dollars)**

| Annual Cost   |                         |  |                                |                                 |                                 |  |                                 |                                 |
|---|-------------------------|--|--------------------------------|---------------------------------|---------------------------------|--|---------------------------------|---------------------------------|
|   |                         |  | Year 1                         | Year 2                          | Year 3                          |  | Year 4<br><i>(optional)</i>     | Year 5<br><i>(optional)</i>     |
| Location  | Service                 | Required Bandwidth                                   | July 1, 2017-<br>June 30, 2018 | July 1, 2018 -<br>June 30, 2019 | July 1, 2019 -<br>June 30, 2020 |  | July 1, 2020<br>- June 30, 2021 | July 1, 2021<br>- June 30, 2022 |
| <b>Dover (Main Campus)</b><br>Academic and Administrative Network                 | <b>Internet Access</b>  | <b>3Gbps</b> with scalability up to a minimum 10Gbps |                                |                                 |                                 |  |                                 |                                 |
| <b>Dover (Main Campus)</b><br>Student Residential Network                         | <b>Internet Access</b>  | <b>1Gbps</b> with scalability up to a minimum 10Gbps |                                |                                 |                                 |  |                                 |                                 |
| <b>Wilmington</b><br>Academic and Administrative Network                          | <b>Internet Access</b>  | <b>1Gbps</b> with scalability up to a minimum 10Gbps |                                |                                 |                                 |  |                                 |                                 |
| Internet Access Total Annual Cost   |                         |  |                                |                                 |                                 |  |                                 |                                 |
|   |                         |  |                                |                                 |                                 |  |                                 |                                 |
| <b>Dover (Main)</b><br>Academic and Administrative Network                        | <b>WAN Connectivity</b> | <b>1Gbps</b> with scalability up to a minimum 10Gbps |                                |                                 |                                 |  |                                 |                                 |
| <b>Dover (Living and Learning Commons)</b><br>Academic and Administrative Network |                         |  |                                |                                 |                                 |  |                                 |                                 |
| <b>Dover (Main)</b><br>Academic and Administrative Network                        | <b>WAN Connectivity</b> | <b>1Gbps</b> with scalability up to a minimum 10Gbps |                                |                                 |                                 |  |                                 |                                 |
| <b>Wilmington</b><br>Academic and Administrative Network                          |                         |  |                                |                                 |                                 |  |                                 |                                 |
| WAN Connectivity Total Annual Cost  |                         |  |                                |                                 |                                 |  |                                 |                                 |



## Scope of Work

### SCOPE OF WORK AND TECHNICAL REQUIREMENTS INTERNET ACCESS and WAN CONNECTIVITY

#### 1. Background

Delaware State University currently has a 1 Gbps capacity of Internet service provided by Cogent Communications. The 1Gbps internet service is shared between the Dover and Wilmington campus locations, including student residential buildings. The University connects to the Cogent Communications ISP network at 401 N. Broad Street, Philadelphia, PA via (1) 1Gbps TLS circuit provided by Verizon.

The Internet service is used by students, staff, faculty, contracted vendors, and visitors, and is used for instructional, administrative, research, and recreational activities.

The Dover and Wilmington campus locations are connected via (2) 100Mbps TLS circuits provided by Verizon.

#### 2. Requested Service

Delaware State University is seeking a qualified Internet Service Provider (ISP) to provide dedicated Internet circuit(s) and site-to-site Wide Area Network (WAN) connectivity to the Dover, DE and Wilmington, DE campus locations. These circuits are intended to provide Internet access for academic, administrative, student residential, and guests networks; in addition to providing site-to-site network connectivity for access to University resources.

#### 3. Internet Connection

The University request three (3) Internet Access circuits with 10Gb Ethernet or Single mode fiber hand-offs. Ethernet or Single mode fiber hand-off should connect directly to ISP backbone routers.

Internet Access circuit hand-off locations and required bandwidth:

| Campus   | Requested Service | Address / Demarcation Point                            | Required Bandwidth                            |
|--|-------------------|--|---|
| Dover (Main Campus) -Academic and Administrative Network | Internet Access   | 1200 N. DuPont Highway, Grossley Hall, Dover, DE 19901 | 3Gbps with scalability up to a minimum 10Gbps |
| Dover (Main Campus) -Student Residential Network         | Internet Access   | 1200 N. DuPont Highway, Grossley Hall, Dover, DE 19901 | 1Gbps with scalability up to a minimum 10Gbps |
| Wilmington - Academic and Administrative                 | Internet Access   | 3931 Kirkwood Highway Wilmington, DE 19808             | 1Gbps with scalability up to a minimum 10Gbps |

|         |  |  |  |
|---------|--|--|--|
| Network |  |  |  |
|---------|--|--|--|

#### 4. WAN Connectivity

The University request two (2) site-to-site WAN Connectivity circuits with 10Gb Ethernet or Single mode fiber hand-offs. Ethernet or Single mode fiber hand-off should connect directly to ISP backbone routers. However, Suppliers may propose other alternatives, i.e., dark fiber, if it will be advantageous for the University.

Site-to-Site WAN Connectivity circuit hand-off locations and required bandwidth:

| WAN Connectivity Circuit#1   |                   |  |  |
|--|-------------------|--|--|
| Campus   | Requested Service | Address / Demarcation Point                            | Required Bandwidth                                   |
| <b>Dover (Main)</b><br>-Academic and Administrative Network                        | WAN Connectivity  | 1200 N. DuPont Highway, Grossley Hall, Dover, DE 19901 | <b>1Gbps</b> with scalability up to a minimum 10Gbps |
| <b>Dover (Living and Learning Commons)</b><br>-Academic and Administrative Network |                   | 1570 N DuPont Hwy, Dover, DE 19901                     |  |
| WAN Connectivity Circuit#2   |                   |  |  |
| <b>Dover (Main)</b><br>-Academic and Administrative Network                        | WAN Connectivity  | 1200 N. DuPont Highway, Grossley Hall, Dover, DE 19901 | <b>1Gbps</b> with scalability up to a minimum 10Gbps |
| <b>Wilmington</b><br>-Academic and Administrative Network                          |                   | 3931 Kirkwood Highway Wilmington, DE 19808             |  |

For the purposes of evaluation for this RFP, Suppliers must provide service records for a three month period prior to the release date of this RFP, detailing any service outages, their type, duration and severity. In addition, Suppliers must furnish reports detailing usage and average response times for each hour of the day based upon data from this same period.

#### 5. Standard Practices

With respect to work provided to or conducted for the University by a Supplier, the Supplier(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the University. The Supplier shall follow practices consistent with generally accepted professional and technical policies and standards. The Supplier(s) shall be responsible for ensuring that all services, products and deliverables furnished to the University are coordinated with the Department of Information Technology, and are consistent with practices utilized by, or policies and standards promulgated by University. If any service, product or deliverable furnished by a Supplier(s) does not conform to University policies, standards or general practices, the Supplier shall, at its expense

and option, either (1) replace it with a conforming equivalent, or (2) modify it to conform to University policies, standards or practices.

## **6. Customer Service and Support**

Delaware State University is an institution of higher-learning that is dedicated to providing a high-quality of instruction and service to student, staff, and faculty. Therefore, it is imperative that access to the Internet and WAN connectivity be as uninterrupted as possible. Should any service loss of problems occur, a service representative of the Supplier should be available immediately to begin work on resolving the problem.

The Supplier shall have available one or more individuals to the client as a full-time customer service representative and/or account manager for the duration of the contract. These individuals shall be dedicated to providing services under the contract which include, but are not limited to operational and billing problem resolution, product and technical information, etc.

## **7. Provider Infrastructure Qualifications**

The proposal submitted must qualify by providing connection(s) as a Tier 1 or 2 Internet Service Provider. Suppliers should include the ISP's definition and understanding of a Tier 1 or 2 Internet provider. Specific information describing peering points, bandwidth capacities, the ISP's definition of peering and additional major ISP network connections is requested.

Suppliers must be capable of border gateway protocol (BGP/BGP4), support IPv4 and IPv6 routing.

Suppliers must provide detailed information outlining the facilities utilized by the ISP. In particular, please describe the current backbone network, including bandwidth; names of principal suppliers (e.g., interexchange carriers, fiber optic transport providers, etc.). Contracted bandwidth must be guaranteed across the provider's network. A network diagram detailing this information is advised.

Please indicate the type of network (i.e., fiber optic, leased copper lines, satellite, cable, etc.) Infrastructure preference will be given to providers who can demonstrate, through the use of network diagrams and other material, detail regarding route diversity and bandwidth. Include the ISP's method of redundancy to be provided for the University connection(s), details of the hardware and software used to restore a failure of the primary connection, and the amount of time that restoration would take. Internet and WAN connectivity must be established in such a way that service is not relying on a single point or path.

## **8. IP Address Allocation**

The Supplier must conform to the North American IP Registry (ARIN) policies regarding IP address allocation. The policy is available at <https://www.arin.net/policy/nrpm.html> for review. The Supplier shall use the University IP addressing allocated by ARIN in the range 216.228.128.0/20. The Supplier will provide technical assistance with IP address implementation and BGP peering.

## **9. Trouble Response**

The Supplier must provide a single point of access or problem reporting and system maintenance that should be accessible 24 hours a day, 7 days a week. The Supplier shall maintain network monitoring capability and notify the University at the point of any disruption of service, at no time shall it take longer than thirty (30) minutes to send notification from the time an outage occurs.

The Supplier must respond to trouble reports within 15 minutes of notification by telephone and/or email. The Department of Information Technology will list the individuals that will have the authority to escalate trouble reports within the Supplier. Escalated trouble reports will require immediate response from the Supplier. For the purposes of definition, a "response" is considered to be the actual physical process of resolving the problem and not merely the process of taking the report for later action. A verbal report of trouble clearance shall be furnished to the University as soon as possible, but a minimum of within 30 minutes of the trouble clearance.

The University will allow for pre-arranged outages during off-hours for maintenance between the hours of 12:00am and 6:00am. Supplier must provide the University with a minimum 72-hour notice of any pre-arranged outage.

## **10. Network Reliability**

The Supplier must ensure the reliability and security of the services. Any advanced security features provided within the backbone of the network should be identified by the ISP service.

The Supplier must provide real-time web-based bandwidth utilization reporting and network monitoring.

Supplier shall guarantee quality of service- minimum uptime 99.999% per month with minimum of four (4) hours response and resolution to problems, with documented discounts given for outages that exceed four (4) hours. Downtime for the ISP and WAN connectivity services should not exceed 2 continuous hours in a 24-hour period due to failure of Supplier equipment, or software of the Supplier connection to the Internet and/or WAN connectivity.

Network/Transit delay shall not exceed an average of 80milliseconds over a 5- minute period where the circumstances are under the Supplier's control. Packet loss shall not exceed an average of .1% over a 5-minute period where the circumstances are under the Supplier's control.

Repeated instances of downtime on the part of the Supplier can result in the University terminating this contract without penalty prior to the expiration date.

State the service level in terms of uptime percentage per month that is guaranteed to the University. Failure to maintain the agreed uptime level can result in termination of this contract.

## **11. Security**

Computer, network, and information security is of paramount concern for Delaware State University and the Department of Information Technology. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is

available at <http://www.sans.org/critical-security-controls/> for review. The Supplier is guaranteeing that any systems or software provided by the Supplier are free of the vulnerabilities listed in that document.

## **12. Information Security**

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any University non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.