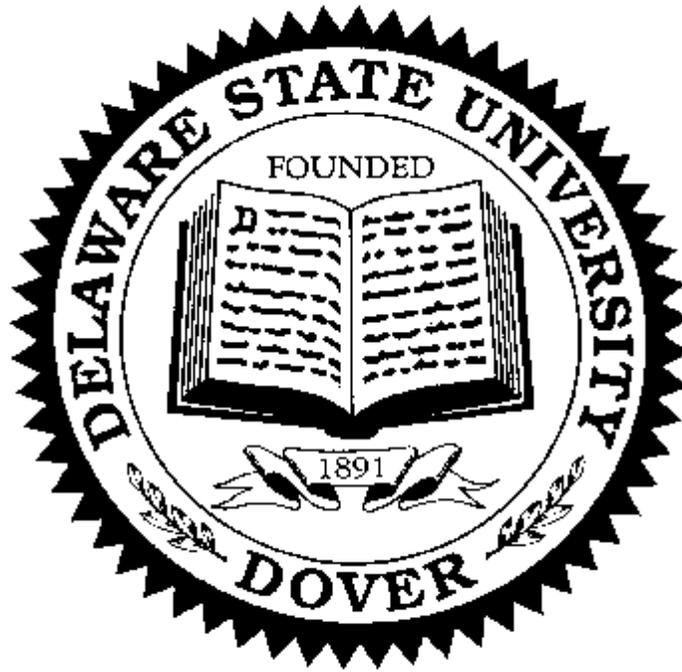


**Delaware State University**



**Delaware State University**

**Request for Proposal**

**Loockerman Hall Renovation – Architectural and Engineering Service**

**Contract No. PC-19-024**

**Bid packets must be received by: December 04, 2019**

**Delaware State University, Office of Contracts 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**

**Phone. (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. Purpose and Background**
- II. Scope of Work/ Services**
- III. Format For Proposal/ Required Information**
- IV. Professional Services RFP Administrative Information**
- V. Proposal Evaluation**
- VI. Pre-Bid Meeting**
- VII. Definitions and General Provisions**
- VIII. Proposal Reply Section – Response/ Bid Submission Form**

**Attachments:**

- 1) Non-Collusion Statement**
- 2) Exceptions**
- 3) Confidentiality and Proprietary Information**
- 4) Business References**
- 5) Subcontractor Information Form**
- 6) Bid/ Pricing Sheet/ Bid Quotation**

**Appendix(s):**

**A. Scope of work and technical requirements**

**In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly including but not limited to all attachments and bid submission form.**

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

**Bidder bears the risk of incomplete response, late delivery or delivery at wrong location of the University other than specified in this RFP.**

**Each proposal must be submitted with one original paper copy and one electronic copy on USB memory stick.**

**There will be a non- mandatory pre-bid meeting.**

**Bid bond requirement for the RFP has been waived.**

The term of the contract between the successful bidder and the University shall be for **the length of the completion of project.**

## I. Purpose and Background

### Purpose

Delaware State University (herein after referred to as University) solicits proposals from qualified Architectural/Engineering firms with experience using the Secretary of the Interior's Standards for the Treatment of Historic Properties for the design and plan to preserve historic Loockerman Hall, a Georgian plantation house and former site of slave labor, which became the original building of the "Delaware College for Colored Students", now known as Delaware State University (DSU). Dating from around 1730, Loockerman Hall. The current condition of the building is a challenge for the long-term preservation of this important historical resource. In addition, its lack of an ADA (Americans with Disabilities Act) restroom facility limits the ability of DSU to use the building to foster greater understanding of the history of Delaware, the Mid-Atlantic region and the nation. Our project to preserve this historic resource has three main goals:

1. Repair of the building exterior, including deteriorating windows, cracked masonry, and damage to the roof from encroachment of trees, in order to secure the building from leaks and water damage.
2. Ensure that repairs and remediation actions retain the building's historic appearance features, and where possible materials, while improving its sustainability quotient.
3. Prepare for the next restoration phase of installing a unisex, ADA compliant bathroom accessible from the ground floor- expanding use of the building for university and public events. The addition of an ADA compliant bathroom will open this magnificent building up to a variety of public uses that will publicize its role in the history of the University and the State.

The design process will be rigorous, due to the historic nature of the facility, and will require submissions that exceed a traditional restoration and/or renovation project on the campus. University personnel are well versed in the agency planning and permitting submission requirements that will be required. The deed and title work related to the required easement will require an approval from the State of Delaware Office of Management and Budget, as required by code. Based on the purpose for the easement, the University does not anticipate this being an issue.

Loockerman Building, originally a plantation house where the first owner, Nicholas Loockerman "...lived in the easy style of the old-time Southern gentleman. Loockerman Hall is an outstanding, handsome, and sturdy example of Georgian plantation houses, and speaks eloquently of the culture of its era. The great irony of Loockerman Hall is that it was built with wealth resulting from African American slave labor, yet it became the founding building of an institution dedicated to educating African Americans, and has played a major role in its history. An HBCU historic preservation grant will allow DSU to preserve this important historic resource while modernizing our infrastructure. Restoring trust with the community by increasing understanding of American history.

The contract for this RFP will be awarded to the vendor who best meets the needs of the University. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ [6981](#) and [6982](#).

### About Delaware State University

Delaware State University (DSU/ University) is located in Dover, Delaware and has a long and proud history as one of

America's Historically Black Colleges and Universities (HBCUs). It has a blend of both long-standing traditions and growing diversity. Founded in 1891 as the State College for Colored Students, DSU takes pride in its heritage as one of the country's first land-grant educational institutions, rooted early on in agriculture and education. Prospective vendors can visit [www.desu.edu](http://www.desu.edu) to find out more general information about Delaware State University.

## Background

Loockerman Hall, nearing three centuries of existence, is considered one of the finest examples of Georgian style architecture in central Delaware.

The historic significance of Loockerman Hall is both in its architecture, which exemplifies the Georgian style of the late eighteenth century, and in its relationship to the history of slavery and African American education in Delaware. A deed of sale shows that Nicholas Loockerman bought the 600 acres property at the head of the St Jones River, known as "The Range," for 100 pounds in 1723. Presumably, he and his wife, Susan Emerson Loockerman, built the house some years later. In Scharf's "History of Delaware" (1888) there is a brief and accurate description of the house followed by: "The slave quarters were a short distance away. Here Mr. Loockerman lived in the easy style of the old-time Southern gentleman, and here he died. He built a dam and sawmill at the head of St. Jones Creek, northeast of the house..."[1] Upon Nicholas Loockerman's death in 1771, his grandson, Vincent Loockerman, Jr., inherited the plantation and house. From 1752 until the year of his death, Vincent was a member of the General Assembly of the three lower counties of Delaware and a member of the Kent County Committee of Inspection, an elected committee specializing in intelligence work, especially the identification of men opposed independence. He was an ardent patriot and also served in the County Militia. On his death in 1785 his son, Vincent Emerson Loockerman III and his wife, Anna, inherited the house. They later sold it and the property changed hands more than 8 times between 1834 and 1891.

In 1890, Congress built on the Morrill Act of 1862, which created public Land Grant colleges, by passing the second Morrill Act which required each state to show that race was not an admissions criterion for land grant colleges, or else to designate a separate land grant institution for persons of color. On May 15, 1891, Delaware's General Assembly passed "an Act to Establish and Maintain a College for the Education of Colored Students in Agriculture and the Mechanic Arts," as stipulated in the Second Morrill Act. In August of 1891, the Loockerman plantation house, a former site of slave labor, was sold to the Board of Trustees of the Delaware College for Colored Students by Catherine W. McKaine, and Loockerman Hall became the first building of the new college. In 1947, the State of Delaware changed the school's name to Delaware State College, and in 1993 it became Delaware State University. Slavery is a little noted, yet important part of Delaware's history. Slave ownership reached its peak in Delaware in the decade before the Revolution, when 20- 25% of Delaware's population was enslaved. Slave ownership declined after the Revolutionary War, as changes in agriculture and restrictions on the trade made slave ownership less profitable. In addition, Quakers, who were a dominant force in the northern part of the state, turned firmly against slave-owning, and the Methodists, one of the more egalitarian denominations, gained numbers in southern Delaware. By 1840, only 13% of the state's Blacks were enslaved, and slaves made up only 3% of the total population. Although allied with the Union during the Civil War, Delaware remained a slave state until 1865, when the ratification of the 13th amendment to the Constitution banned slavery nationwide.

The great irony of Loockerman Hall is that the massive house was built with wealth produced with the aid of African American slave labor, yet it became the founding building of an institution dedicated to educating African Americans, and has played a major role in its history. This project will preserve Loockerman Hall in line with the

Secretary of Interior's Standards for the Treatment of Historic Properties, while also modernizing the infrastructure to allow for use of the property for both university and public events. Opening Loockerman Hall for educational events that will contribute to understanding of African-American history in Delaware and the nation.

Preserving historic buildings is vital to understanding our nation's heritage. Recognizing the need to protect America's cultural resources, Congress established the National Historic Preservation Act (NHPA) in 1966, which mandates the active use of historic buildings for public benefit and to preserve our national heritage. The National Register for Historic Places serves to document cultural resources worthy of preservation to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.

The building repair and work in this project will make possible a follow-on project to install an ADA-compliant, unisex bathroom accessible on the ground floor. This project would be considered rehabilitation as it will make it possible to put the property to current use while preserving the features which convey its historical, cultural, and architectural value. This rehabilitation serves the Department of the Interior (DOI) priority of modernizing our infrastructure- a modernization that will allow DSU to use our historic building for educational and community-building events that will increase the historical awareness of DSU students and visitors.

Currently, with no accessible, ADA compliant bathroom facilities, DSU is not able to use Loockerman Hall for much more than tours and photo sessions. The building has restroom facilities in the basement, but these are accessible only by a narrow, steep stairway. The structure of the building is such that installation of an elevator would significantly damage its historic character, so the only way to achieve ADA compliance is to install a bathroom accessible from the ground floor. This component of the project will support another DOI priority, to restore trust with local communities and be a good neighbor. Once both projects are complete, the university will be able to open the house to host public events that will bring members of the community onto campus and into Loockerman Hall where they can learn about the remarkable history of the house. The renovation will allow DSU to make the mansion available for community events, strengthening its ties to the local community and educating new generations about African-American history in Delaware.

## Schedule of Events

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.

- **Non-mandatory pre-bid meeting/ site visit**                      **November 05, 2019 at 10:00 AM (Local Time)**  
**Facilities Management Building Conference Room,**  
**Delaware State University, 1200 North DuPont Highway,**  
**Dover, Delaware 19901.**
  
- **Deadline for Questions**    **November 07, 2019 at 10:00 AM (Local Time)**
- **Response to Questions Posted by**                                      **November 21, 2019**
- **Deadline for Final Addendum**    **November 27, 2019**
- **Deadline for Receipt of Proposals**                                      **December 04, 2019 at 3:00 PM (Local Time)**
- **Contractor Selection Date**    **TBD**
- **Anticipated Contract Start**    **January 02, 2020**

\* Each date subject to change. Times listed above are local time in the State of Delaware.

**Note:** All questions shall be in writing and submitted via email to Zafar Chaudhry at [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu) Questions should be submitted in the following format. Deviations from this format will not be accepted and entertained.

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

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

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 2). The proposal must be submitted to:

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

The Delaware State University reserves the right to deny any and all exceptions taken to the RFP requirements.

## **PREBID MEETING**

**A non-mandatory pre-bid meeting will be held for this Request for Proposals.**

## **II. Scope of Work/ Services**

The Vendor(s) shall provide all equipment, materials, software, and labor to supplement the University's need for this contract as described herein 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/ Required Information**

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

**A. Minimum Requirements**

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

**B. General Evaluation Requirements**

The Evaluation Committee will judge the merits of proposals received in accordance with the criteria described. The objective of the Evaluation Committee will be to recommend the bidder who is most responsive to the needs of Delaware State University. The specifications within this RFP represent the minimum performance necessary for response. The evaluation committee will forward a recommendation to the Associate Vice President for Contracts and Data Administration for approval and issuance of a Notice of Intent to Award.

**PROPOSAL FORMAT AND CONTENT**

**Proposal Information and Criteria**

The following specific items must be addressed in the proposal along with all attachments listed of this proposal. Vendors should read carefully and address completely in order listed to facilitate the University’s review committee of the proposals.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers for the following content as are used in the RFP.

- Transmittal Letter
- Executive Summary and Proposal Overview
- Signed Authentication of the Proposal including attachments, bid submission form, etc.
- Items listed in the following table in the evaluation criteria and scope of work.

**Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- a. A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
- b. A statement that the Offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- c. A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required).

### **Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

### **Signed Authentication of Proposal and Attachments**

The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror. The proposer must submit all attachments duly filled in where necessary.

## **IV. Professional Services RFP Administrative Information**

### **A. RFP Issuance**

#### **1. Public Notice**

Public notice has been provided in accordance with 29 Del. C. [§6981](#).

#### **2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) . Paper copies of this RFP will not be available.

#### **3. Assistance to Vendors with a Disability**

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

#### **4. RFP Designated Contact**

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

**Delaware State University  
Office of Contracts 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, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

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

**6. Contact with University Employees**

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

**7. Organizations Ineligible to Bid**

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

**8. Exclusions**

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

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

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

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

and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The University reserves the right to reject any non-responsive or non-conforming proposals.

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

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

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. Bidder bears the risk of late delivery or delivery at wrong location of the University. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

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

**5. Proposal Expiration Date**

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

**6. Late Proposals**

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

**7. Proposal Opening**

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

**8. Non-Conforming Proposals**

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

**9. Concise Proposals**

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

**10. Realistic Proposals**

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

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

**11. Confidentiality of Documents**

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

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

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

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

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the Delaware State University will

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

### 13. Price Not Confidential

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

### 13. Multi-Vendor Solutions (Joint Ventures)

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

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

#### a. Primary Vendor

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

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

#### b. Sub-contracting

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

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

#### c. Multiple Proposals

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

participate in multiple joint venture proposals.

#### **14. Sub-Contracting**

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

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

#### **15. Discrepancies and Omissions**

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

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

##### **a. RFP Question and Answer Process**

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

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

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

#### **16. University's Right to Reject Proposals**

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

**17. University’s Right to Cancel Solicitation**

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

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

**18. University’s Right to Award Multiple Source Contracting**

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

**19. Potential Contract Overlap**

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

**20. Notification of Withdrawal of Proposal**

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

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

**21. Revisions to the RFP**

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

**22. Exceptions to the RFP**

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

**23. Business References**

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

**24. Award of Contract**

The final award of a contract is subject to approval by the Delaware State University. The Delaware State University has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory

or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

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

**a. RFP Award Notifications**

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

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

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

**25. Cooperatives**

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

**V. RFP Evaluation Process**

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

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

**1. Proposal Evaluation Team**

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

29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or

all vendors. The Team shall make a recommendation regarding the award to the President who shall have final authority, subject to the provisions of this RFP and 29

*Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the Delaware State University.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal

Evaluation Team.

Evaluation Criteria	Weight/ Scores
Vendor qualifications and references	30
Past experience with restoring historically preserved similar type projects	50
Oral presentation	20
<b>Total</b>	<b>100%</b>

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

The Team reserves the right to:

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

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

**3. Proposal Clarification**

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

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor’s reference list, and use such information in the evaluation process. 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 Delaware State University will pay travel costs only for Delaware State University personnel for these visits.

## 5. Oral Presentations

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

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

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

## D. Contract Terms and Conditions

### 1. General Information

- a. The contract resulting from this RFP shall be valid for the time period prescribed in this RFP.
- b. The selected vendor will be required to enter into a written agreement with the Delaware State University. The Delaware State University reserves the right to incorporate standard University contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the Delaware State University. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the Delaware State University, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The Delaware State University's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a Delaware State University purchase order signed by two authorized representatives of the University requesting service, properly processed through the Delaware State University.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The University reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

### 2. Collusion or Fraud

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

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the Delaware State University participated directly or indirectly in the vendor's proposal preparation.

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

### **3. Lobbying and Gratuities**

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

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

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

### **4. Solicitation of University Employees**

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

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

### **5. General Contract Terms**

#### **a. Independent Contractors**

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

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

**b. Licenses and Permits**

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

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

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

**c. Notice**

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

**Mr. Cleon L. Cauley, General Counsel**  
**Delaware State University**  
**Dr. Claiborne D. Smith Administration Building, 4<sup>th</sup> Floor**  
**1200 North DuPont Highway, Dover, DE 19901**

**d. Indemnification**

**1. General Indemnification**

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

**2. Proprietary Rights Indemnification**

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

**e. Insurance**

**Delaware State University**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Delaware State University.
3. During the term of this contract, the vendor must, at its own expense, obtain and keep in force and effect 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's Insurance Office that is:

Delaware State University  
Attention Ms. LaKresha Moultrie - [lmoultrie@desu.edu](mailto:lmoultrie@desu.edu)  
Deputy General Counsel & Chief Enterprise Risk Officer  
Dr. Claiborne D. Smith Administration Building, 3rd Floor,  
1200 North DuPont Highway, Dover, DE 19901-2277

**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.**

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to any work being completed by the awarded vendor(s).
5. The Delaware State University shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
7. In case of a software/ information technology related work, additional insurance must be provided as listed under <http://mymarketplace.delaware.gov/documents/cyber-liability.doc>

**f. Performance Requirements**

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

**g. 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.

**h. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than the term of initial contract. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the University's requirements.

**i. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the Delaware State University. The

proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

**j. Penalties**

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

**k. Termination of Contract**

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

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

**l. Non-discrimination**

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

**m. Covenant against Contingent Fees**

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

**n. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**o. Vendor Responsibility**

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

**p. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. 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.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the University. Only those subcontractors identified in Attachment 5 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 5 must be approved in writing by the University.

**q. Vendor Background Check Requirements**

Vendor(s) selected for an award that access University property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the University. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

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

**r. Work Product**

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

**s. Contract Documents**

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

**t. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

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

If any vendor fails to comply with (1) through (5) of this paragraph, the Delaware State University reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

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

**u. 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.

**v. Assignment Of Antitrust Claims**

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

**w. Scope of Agreement**

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

**x. 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.

**y. Audit Access to Records**

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

**z. Other General Conditions**

1. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
2. **Prior Use** – The Delaware State University reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the Delaware State University.
3. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
4. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
5. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Delaware State University.
6. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Delaware State University.
7. **Billing** - 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:  
*[Invoices@desu.edu](mailto:Invoices@desu.edu) or to Accounts Payable Department,  
Administration Building, 3rd Floor, Delaware State University, 1200 N. DuPont Highway, Dover,  
DE 19901-2277*
8. **Payment** - The University reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The University will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
9. **Additional Terms and Conditions** – The Delaware State University reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

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

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

**2. Definitions of Requirements**

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

**3. Production Environment Requirements**

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

**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 may 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. PRE-BID MEETING**

**A non-mandatory pre-bid meeting will be held for this Request for Proposals**

**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  
Loockerman Hall Renovation – Architectural and Engineering Service  
Contract Number PC-19-024**

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder. If the contract is awarded, vendor agrees to the terms and conditions of the State of Delaware’s standard contract posted at <http://mymarketplace.delaware.gov/agency-forms.shtml> under [Agency/Vendor Contract](#) and under [Professional Services Agreement](#). The Delaware State University reserves the right to deny any and all exceptions taken to the RFP requirements. It’s further understood that in case of any conflict or inconsistency between the provisions of the contract documents shall be resolved by giving precedence to such documents in the following order: (a) the signed Contract/ Agreement (including any amendments or modifications thereto); (b) the RFP itself; and (c) Vendor’s response to the RFP.

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Vendor / Business Name

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Authorized Signature/ Date

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Address

---

Printed Name of Authorized Signatory

---

City, State

Zip Code

---

Telephone Number

---

Fax Number

---

E-Mail Address (clearly print)

---

Federal EI Number

**CONTRACT NO. PC-19-024**

**CONTRACT TITLE: Loockerman Hall Renovation – Architectural and Engineering Service**

**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 \_\_\_\_\_

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

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

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	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. PC-19-024

CONTRACT TITLE: Loockerman Hall Renovation – Architectural and Engineering Service

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).

1. **Contact Name & Title: Business Name:**  
**Address:**

**Email:**  
**Phone # / Fax #:**  
**Current Vendor (YES or NO):**  
**Years Associated & Type of Work Performed:**


2. **Contact Name & Title: Business Name:**  
**Address:**

**Email:**  
**Phone # / Fax #:**  
**Current Vendor (YES or NO):**  
**Years Associated & Type of Work Performed:**


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


**CONTRACT NO. PC-19-024**

**CONTRACT TITLE: Loockerman Hall Renovation – Architectural and Engineering Service**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO.      PC-19-024	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number:	
b. Mailing Address:	4d. Women Business Enterprise      Yes      No 4e. Minority Business Enterprise      Yes      No 4f. Disadvantaged Business Enterprise      Yes      No 4g. Veteran Owned Business Enterprise      Yes      No 4h. Service Disabled Veteran Owned Business Enterprise                      Yes      No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**\* Use a separate form for each subcontractor**

**CONTRACT NO. PC-19-024**

**CONTRACT TITLE: Loockerman Hall Renovation – Architectural and Engineering Service**

**BID/ PRICING SHEET**

Delaware State University shall compensate PROFESSIONAL for services rendered pursuant to the Rate Schedule below, provided that such services have either been specifically requested, in writing, by Delaware State University or specifically authorized, in writing, by Delaware State University.

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

**RATE SCHEDULE**

IV. Delaware State University shall compensate Professional for services performed on specific requested tasks at the following rates:

A. Labor Category-Rates should include (at minimum):

- 1. Architect of record fees.
- 2. Rates for all personnel or functions that may be assigned on a project (Principal, Project Architect, Cadd drafter, Survey, interior designer etc.)
- 3. Construction Administration fees.

B. Non-Labor Category. The PROFESSIONAL shall provide the following deliverables to Delaware State University at no additional cost on each applicable task/project performed by PROFESSIONAL pursuant to this AGREEMENT. Expenses for any additional documents provided will be reimbursed at actual costs, plus time for handling where appropriate.

- Three (3) sets of Prints and one CD/DVD/Flash drive at Permit
- Three (3) sets of Prints at Construction
- Complete set of Digital AutoCAD & PDF files at 100%
- Complete set of Digital AutoCAD & PDF “As-Built” files at the completion of construction. Contractor will be responsible to provide hand redline plans monthly to design team to allow efficient production of “As-Built” set.
- Sub Contractors .....At Cost
- Mileage: It is agreed that mileage for performance of the work expected throughout the contract period has been included in the rates above. However, Delaware State University recognizes that there may be special circumstances that arise where mileage requests may be appropriate. The PROFESSIONAL may submit a request in writing for mileage within any proposal for work to be performed and it may be approved or disapproved at the discretion of Delaware State University. Mileage, if approved, may be in accordance

**Delaware State University**

with the PROFESSIONAL's standard personnel policy, but not exceeding the limits established by the state of Delaware Statutes.

- C. A complete Pay Application shall be submitted on a monthly basis and shall include the following detail to be considered complete:
- (a) Delaware State University-Purchase Order number as identified on contract;
  - (b) Updated Schedule with Percent Complete identified;
  - (c) AIA G702 or equivalent form;
  - (d) AIA G703 or equivalent form;
  - (e) AIA G703 or equivalent form for each subcontractor;

**CONTRACT NO. PC-19-024**

**CONTRACT TITLE: Loockerman Hall Renovation – Architectural and Engineering Service**

### **SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

The design process will be rigorous, due to the historic nature of the facility, and will require submissions that exceed a traditional restoration and/or renovation project on the campus. University personnel are well versed in the agency planning and permitting submission requirements that will be required. The deed and title work related to the required easement will require an approval from the State of Delaware Office of Management and Budget, as required by code. Based on the purpose for the easement, the University does not anticipate this being an issue.

#### **Description of Building and other related information**

A restoration in the mid-1980s removed a porch, dormers and other late-added exterior features, and largely restored the interior, returning the house to its original appearance. It has a simple rectangular floor plan of 40 x 50 feet. The front of the building features a stone belt course at the second floor line, molded brick water tables under the first floor windows, stone trimmed basement windows and the original 5 stone steps leading to the front door. The roof exterior features a classic cornice complete with its sophisticated modillions and “Wall-of-Troy” dentils. The gables take this cornice up the slopes of the roof and thus form a pediment for each gable-- a rich and beautiful feature of the house which is rarely found in so complete a form in such an early American house.

The stately and dignified character of the exterior reflects the scale of the interior design. Inside, the first floor ceilings are 11' 6" high, while the second floor ceilings are 10' 6". Arrangement of rooms on both floors is similar. A center hall, more than 10 feet wide, leads from the front door to the stairway at the rear of the house. Under the stair landing, is a smaller door that once led out to gardens and dependent buildings. The halls on each floor serve two large rooms on each side of the house. Between each pair of rooms is a brick wall with fireplaces built back to back and with cupboards and paneling on each side. The woodwork of the rooms is still in place. The rooms and halls all have cornices, chair-rails, and bases, all of which were restored to excellent quality in Georgian design. On the stairway, which runs from the first floor to the attic, the railing side is made with nicely turned balusters rising from treads, with carved brackets, and sturdy molded hand rails. The railings with curved slopes at each landing add to the grace of the stairway. A paneled wainscot follows the line of the railing up the wall of the wide stairwell. The original stairway was damaged by fire, but was duplicated exactly as part of the earlier restoration. The basement of Loockerman Hall provides a sobering reminder of the horrors of slavery. The stone wall of one room still contains four sets of holes with rust stains left by brackets where chains were attached to the wall. Slaves may have been chained there for punishment or to prevent escape.

The overall exterior envelope of the historic Loockerman Hall is currently in dire need of restoration improvements to address visible exterior deficiencies that threaten the building interior and building event programming. These deficiencies are compromising the ability of the building components to prevent the infiltration of moisture, and further presents an imminent danger of rain water infiltration if it is not addressed in the next three to five years. The most significant areas of concern that pose a serious threat to the long-term integrity and preservation of the facility include the roofing system, the exterior fenestrations, and the exterior masonry facade.

The existing roofing system has experienced substantial damages from storm activity and as well as localized damage from adjacent tree branches that canopy the structure. Currently, approximately fifty (50) square feet of the existing slate shingles are missing, exposing the plywood roof deck, which will ultimately become a source of water infiltration without corrective action. In addition to the localized damages, the existing roof penetrations need to be evaluated as there is visible evidence of damages to existing flashings and roof sealants. These penetrations include the chimneys, vent pipes, etc. which traditionally tend to enable water to reach all floors. In addition to the roofing system deficiencies, the gutter mounting system has been compromised in several locations around the building perimeter, which has led to significant damage to the roof edge and particularly the vulnerable wood components including the ornate roof cornice and subsequent dentils. Although there are no signs of termite damage, there are some indications that the exterior wood components have been further damaged by wood boring insects and wildlife.

The exterior fenestrations are another major concern when considering the lack of integrity in the existing building envelope. The exterior wood framed windows are currently in extreme disrepair and all windows are showing signs of significant damages from prolonged exposure to the environmental elements in our geographic region. These elements include moisture, heavy rain, extreme temperature variations and ultra-violet radiation. The windows are generally in poor physical and overall operating condition with sashes and muntins that have been damaged, ultimately impacting the window's ability to hold the glass in place. Most of the exterior windows have experience significant degeneration or show signs of excessive moisture and can no longer be painted as a preventative measure. This decay will soon lead to damage of the interior sills and plaster surrounds, ultimately followed by damages to the hardwood flooring—a very common progression of water damage from windows in historic homes. The interior materials used at the time of construction tend to trap moisture, often resulting in complete failure, which is expected within the next 3-5 years without corrective action. Further, the poor insulating qualities of the original single pane windows and conditions of the masonry openings are a significant source of heat loss and gain during peak heating and cooling seasons. During the heating season, these windows pose a potential risk to the building systems within the facility, often raising concerns for potentially frozen pipes that could lead to catastrophic damages to the interior construction materials. Similarly, in the cooling season, the ailing building envelope enables humid air to infiltrate the facility posing an even greater concern. With nearly all interior components made from wood, exposure to excessive humidity levels can present physical damages and can begin to impact air quality on visitors to the facility. The conditions of the existing exterior doors are also of notable concern. The existing masonry openings at the exterior doors are no longer properly sealed and are further compromised due to the lack of weather stripping. The existing doors and frames have also begun to show signs of air and water infiltration, primarily at the thresholds. With the door threshold ultimately separating the interior hardwood from the exterior elements, it is inevitable that the existing interior flooring is at risk within the next 3-5 years without remediation. Similar to the windows, the doors slabs are not insulated and serve as a significant source of heat transfer to/from the structure; adding to the temperature and humidity concerns during cooling season. The masonry surround at the existing basement access door is damaged and is currently a potential entry location for small rodents that could quickly cause undesirable interior damages to the facility.

The existing masonry facade, specifically the mortar has begun to deteriorate. The age of the mortar joints is apparent in the presence of vertical cracks that span as great as 10 feet. This is compounded by significant spalling of mortar in many locations, particularly at brick pattern changes and material transitions. These locations are not only introducing moisture into the walls system, but also contributing to the inefficiency of the thermal capacity of the

building envelope. The masonry mortar concerns are further evident at the exterior stairs where the granite treads have begun to separate due to failed mortar joints that have enable water to infiltrate the stair system. The treads are at risk for settling as the base material has started to erode out of the open joints between the stair risers and treads.

Ultimately, without immediate preservation work and resolution of these deficiencies, the integrity of the oldest building on the Delaware State University main campus will be at risk. Without sufficient funding these issues will soon begin to threaten the University's ability to schedule community engagement programming within the facility. The mitigation of the exterior envelope deficiencies at the historic Loockerman Hall will be conducted in a systematic manner to ensure that the root cause of the deficiency is addressed and that energy is invested in developing a total solution. The University's approach will ensure a return on the investment that will benefit the University, and safeguard this historic resource so that it remains available to our faculty, students and staff, as well as campus visitors, and the local communities within our region. Our goals for this project will be achieved through a design and construction process that will include procurement of an architect of record, development of efficient design documents, selection of best value contractor, and fostering a collaboration partnership between the architect, the contractor, and the University. The design scope will include improvements to the existing roofing system, exterior fenestrations, and exterior masonry systems.

The project goals will be achieved through a design and construction process that will include procurement of an architect of record, development of efficient design documents, selection of best value contractor, and fostering a collaboration partnership between the architect, the contractor, and the University. In addition, construction administration and assistance with agencies review/approval will also need to be provided.

This grant is funded by the Department of the Interior's Historically Black Colleges and Universities Grant Program administered by the National Park Service.

The mitigation plan is as follows:

The existing roofing system will be restored to its original condition, while ensuring the facility is protected from the elements. This will be accomplished through a series of roofing repairs starting with the replacement of any damaged roof deck, and the subsequent replacement of existing shingles as needed. Additionally, existing flashing on all roof penetrations will be assessed and replaced, as necessary. Existing wood trim will be restored/replaced on the building perimeter including, but not limited to, eaves, soffits, cornice, and dentils. The existing attic will be reviewed for air infiltration, and remedies implemented to improve the interface between the masonry facade and the wood roof framing to prevent air and water infiltration. This will also prevent access from unexpected guests, insects and wildlife, that have frequented the facility in recent years. The existing gutter system will be repaired to ensure positive drainage to all downspouts; with subsequent improvements to the existing downspouts to ensure water is properly discharged away from the building.

The exterior windows will be replaced; existing head and jamb detail conditions of the masonry opening will be improved to create a tighter opening without impacting the architectural and historic integrity. The glass will be replaced with a glazing solution that mimics the existing glass, but protects the interior of the facility from ultra-violet radiation damage. Existing shutters are generally in poor condition and will be restored/replaced, including mounting hardware and hold-opens. All existing interior materials will be restored to original conditions where damaged or impacted by window replacement.

Exterior door frames will be restored to original conditions, with proper flashing and sealant improvements, where

necessary. Exterior doors and hardware will be replaced to ensure the door and frame are interfaced to prevent air/water infiltration. The existing masonry surround at the existing basement access door will be restored to its original condition.

All existing masonry joints will be accessed and repainted as necessary to re-establish a watertight facade. The existing exterior stairs will be reset with necessary backfill and repainted, as necessary.

Due to the age of the facility, it is anticipated that environmental remediations may be necessary to abate hazardous materials prior to, or in conjunction, with demolition activities, in accordance with federal, state, and local regulations. Delaware State University has been maintaining this building as a campus building since 1891, and will continue to maintain it into the future. The State of Delaware allocates capital improvement funds to DSU each year as part of the state budget. While the university will seek additional external resources to fund building maintenance and restoration, capital funds allocated in the state budget are available to continue maintenance of the property.

It is anticipated that all restoration and improvements can be accomplished while preserving the existing form, integrity and historic features of the building's original construction, as documented in a Historic Structure Report that was developed for the National Registry submission in 1971.

The proposed project that will mitigate the exterior deficiencies that threaten the building's interior will allow the university to move forward on a subsequent restoration project that will provide an ADA-compliant bathroom accessible from the ground floor of the building. This change will allow the building to be used for public and educational events which are limited right now due to the lack of accessible restroom facilities. Ensuring that this building is preserved so that its unique history may be shared is a clear public benefit. With its journey from being the great house on a plantation built with slave labor, to the central building of an institution dedicated to the education of African-American students, this building has played an important role in African-American history in Delaware and the nation. This project will ensure that history is shared with generations to come.

The proposed project will mitigate the exterior deficiencies that threaten the building's interior, jeopardizing the use of the building for educational and public outreach events to share its unique history.

### **Building and location map**

Following are some pictures of the building including location map