

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
DTCC OWENS AND TERRY CAMPUSES – CAFETERIA SERVICES  
ISSUED BY DELAWARE TECHNICAL AND COMMUNITY COLLEGE  
CONTRACT NUMBER DTCC 160621-CAFETERIA**

**I. Overview**

Delaware Technical and Community College, a Delaware state agency (“DTCC”), seeks professional services for the operation of its cafeteria services at the Owens (Georgetown, DE) and Terry (Dover, DE) campuses during the upcoming academic year 2017 commencing August 14, 2016 and expiring August 13, 2019 subject to an additional two year extension at the option of DTCC. DTCC will also make available to the successful candidate(s) the kitchen/eating facilities for certain preapproved catering functions that occur throughout the year. It is anticipated that DTCC may choose one or two vendors as the successful bidders based on the criteria outlined in this Request for Proposal (“RFP”). Therefore, interested vendors may respond to one of three options: (1) Owens Campus operation only; (2) Terry Campus operation only; and (3) Operating both Owens and Terry Campus Cafeterias. A Committee will review all proposals.

This RFP is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

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

Public Notice	Date: June 6, 2016
Deadline for Questions	Date: June 20, 2016
Response to Questions Posted by:	Date: June 22, 2016
Deadline for Receipt of Proposals	Date: July 6, 2016 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: July 15, 2016
Commence New Contract	Date: August 14, 2016

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has been scheduled for June 21, 2016. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. Meeting will take place at 10:00 am in the Terry Building Campus Directors Conference Room at 100 Campus Drive, Dover, DE 19904.

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**II. Scope of Services**

The following paragraphs provide a brief overview of the two campus operations. It should be noted that **DTCC currently has an exclusive beverage agreement with Pepsi.** Vendors will be required to serve Pepsi beverages only in its operation throughout the year. The term of the agreement will be for three (3) years with a two (2) year option to renew at the discretion of DTCC.

**OWENS CAMPUS**

The Owens Campus is located in Georgetown, DE with the cafeteria operations being in the Student Services Center. The Campus also operates a coffee shop known as Java 101 which serves beverages (hot and cold) and various pastries. Cold sandwiches are also sold in the Campus Bookstore located in the Jason Technology Center. The campus's credit enrollment during the Fall, 2015 semester was 4,518. Non-credit students during FY15 was 6,608.

Catering services for the campus are operated out of the kitchen facilities at the Student Services Center and will include both casual and formal affairs which may consist of breakfast, lunch and/or dinner. DTCC reserves the right to obtain third party caterers to provide catering services for its annual fundraising events including, but not limited to, the Starry, Starry Nights Gala, Board of Trustees events, President's Council meetings, etc. The Campus does not have a Culinary Arts Programs for its students but does operate a learning lab for its business and food technology programs through its student-run Java 101 coffee shop located in the Student Services Center.

**Student Services Center Location**

Fall and Spring Semesters Hours of operation:  
Monday-Thursday: 8:00 am to 8:00 pm  
Friday: 8:00 am to 1:30 pm  
Summer Semester:  
Monday-Thursday: 8:00 am to 1:30 pm  
Friday: 8:00 am to 1:00 pm  
Carter Partnership Center:  
Lunch Only, Tuesdays 11:00 am to 1:00 pm

The successful vendor will be provided a copy of DTCC's Academic Calendar each year with updates as needed. The first day of classes for the 2017 Academic Year is August 22, 2016.

**TERRY CAMPUS**

The Terry Campus is located in Dover, DE with the cafeteria operations being located in the Terry Building. The Campus also operates a restaurant through its Culinary Arts Program located in the Education and Technology Building (ETB). The campus's credit enrollment during the Fall, 2015 semester was 3,137. Non-credit students during FY15 was 3,055.

Catering services for the campus are operated out of the kitchen facilities at the Terry Building and will include both casual and formal affairs which may consist of breakfast, lunch and/or dinner. DTCC reserves the right to obtain third party caterers (including its culinary arts program staff, students and alumni) to provide catering services for its annual fundraising events including, but not limited to, the Gourmet Gala, Board of Trustees events, President's Council meetings, etc.

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The successful vendor will be provided a copy of DTCC's Academic Calendar each year with updates as needed. The first day of classes for the 2017 Academic Year is August 22, 2016.

Further information pertaining to the Scope of work is set forth on Appendix D attached hereto.

**III. Required Information**

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

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
5. Provide response to Employing Delawareans Report (Attachment 9)
6. Experience and qualifications. Each proposal must contain a description of the qualifications and experience of the Vendor, the on site manager and any staff critical to daily operations for both cafeteria operations and catering services. Vendor should be prepared to demonstrate that it has a thorough understanding of the mission of the DTCC and be prepared to be a visible partner with the DTCC in providing for the food service and catering needs of the DTCC's students, staff, instructors, administration and Board of Trustees as well as those of the community DTCC serves.
7. Proposed menus including prices to be charged. The menu shall identify portion size (quantifiable criteria for each item) and include offerings from each of the following categories: breakfast foods, grilled and baked, lunch selections including hot and cold sandwiches, grill items, soup and salad, beverages (non-alcoholic), snacks and deserts and dinner selections including. Menus should be provided for both cafeteria and catering service. Catering service menus should include formal and informal examples and describe holiday and other special event selections.

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8. Optional daily lunch specials. If the Vendor intends to propose daily lunch specials, the proposal should include a sample menu of daily lunch specials with prices.
9. Proposed business plan. Each proposal must contain a business plan that reflects the Vendor's understanding of the revenue and expenses connected to a food service and catering operation, the nature of the State of Delaware Division of Accounting practices, the use of vending machines in complementing the services to be provided, staffing levels to deal with peak and non-peak service, ability to accommodate DTCC's scheduled and unscheduled closures and so forth. The business plan must reflect an understanding of the scope of work and include a description of staffing levels during peak and non-peak periods, methods of displaying and serving food description of sanitation and quality assurance practices, Vendor's marketing techniques and accounting practices. Vendor will be expected to provide a detailed plan projecting startup costs and schedule.
10. References. A minimum of three references that have had the opportunity to use Vendor's relevant services.
11. Evidence of financial responsibility. Vendor must be prepared to demonstrate that it has the capital necessary to defray anticipated startup costs or that it can readily obtain credit to meet a reasonable portion of the costs. Use of past experience to support not only start up projections but anticipated operating expenses and revenues is strongly recommended.
12. Pricing Proposal. Vendor must complete the Pricing Plan Bid Form attached to this RFP (Appendix B). In addition to price, the respondent may also provide other "valued added" donations either in kind, monetary or product to the DTCC and/or its Educational Foundation. These may be in the form of student scholarships, sponsorship of fundraising events, etc.
13. Agreement. Agreement with the attached (Appendix C) form of agreement subject to any mutually agreed upon exceptions thereto.

**B. General Evaluation Requirements**

A Committee appointed according to DTCC Administrative Guidelines for the Selection and Acquisition of Professional Services will evaluate responses to this Request for Proposals. The following criteria are required considerations under Delaware Law and DTCC policy:

- a. Experience and reputation (25 points);
- b. Prior experience working with DTCC (15 points)
- c. Capacity to meet requirements (size, financial condition, etc.) (5 points)
- d. Geographical Location—response time to site (10 points)
- e. Overall price and contributions to DTCC (45 points)

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**NOTES:**

- As for the experience in consideration (a) above, the evaluation committee will review similar services currently or recently performed for other clients and all proposals shall contain contact names and telephone numbers.
- As for the capacity to meet requirements consideration in (c) above, the evaluation committee will assess whether vendor understands the market it will be serving, that it can operate within the constraints of a government supported institution and that it is committed to customer satisfaction to a degree equal to that of DTCC's commitment and that it can meet the startup date.
- The evaluation committee will interview selected candidates and pose questions the answer to which will be considered in the selection process.

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

**Gerard M. McNesby, Vice President for Finance**  
**Delaware Technical and Community College**  
**Office of the President**  
**100 Campus Drive**  
**P.O. Box 897**  
**Dover, DE 19903**  
[gmcnesby@dtcc.edu](mailto:gmcnesby@dtcc.edu)

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

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**5. Consultants and Legal Counsel**

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

**6. Contact with DTCC Employees**

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

**7. Organizations Ineligible to Bid**

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

**8. Exclusions**

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

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

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

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

**2. Proposals**

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To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. DTCC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with seven (7) paper copies and three (3) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to DTCC and received no later than **1:00 PM (Local Time) on July 6, 2016**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Gerard M. McNesby, Vice President for Finance  
Delaware Technical and Community College  
Office of the President  
100 Campus Drive  
P.O. Box 897  
Dover, DE 19903**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DTCC 160621-CAFETERIA” on the outside of the bid submission package.**

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

**3. Proposal Modifications**

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

**4. Proposal Costs and Expenses**

DTCC 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 December 31, 2016. DTCC reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

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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**

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**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 DTCC.

**9. Concise Proposals**

DTCC 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. DTCC's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of DTCC 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.

DTCC 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 DTCC/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.

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DTCC and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \(“FOIA”\)](#). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by DTCC and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State 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 DTCC 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, DTCC 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 DTCC. DTCC 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 DTCC’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**12. Price Not Confidential**

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

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

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for DTCC and be responsible for the joint venture’s performance under the contract, including all project management, legal and

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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 DTCC, 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 DTCC 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**

DTCC expects to negotiate and contract with only one "prime vendor". DTCC 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 DTCC as a result of this procurement. DTCC will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit DTCC from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-contracting**

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

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

**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 DTCC.

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**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 DTCC'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**

DTCC will allow written requests for clarification of the RFP. All questions shall be received no later than **June 20, 2016**. 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) by the date of **June 22, 2016**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

**16. DTCC's Right to Reject Proposals**

DTCC 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 DTCC'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 DTCC may deem necessary in the best interest of DTCC.

**17. DTCC's Right to Cancel Solicitation**

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

**18. DTCC's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* [§ 6986](#), DTCC may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of DTCC.

**19. Potential Contract Overlap**

Vendors shall be advised that DTCC, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of DTCC. 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. DTCC 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 DTCC.

**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 DTCC 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 DTCC 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). DTCC is not bound by any statement related to this RFP made by any DTCC employee, contractor or its agents.

**22. Exceptions to the RFP**

Any exceptions to the RFP including, but not limited to, DTCC's terms and conditions, Appendix C (Form of Agreement), Appendix D (Scope of Work and Technical Requirements), must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Award of Contract**

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

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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 DTCC 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, DTCC 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 DTCC 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 DTCC. The award is subject to the appropriate DTCC approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with DTCC the form and substance of which is provided herein in Appendix C; remaining vendors will be notified in writing of their selection status.

**24. Cooperatives**

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

**C. RFP Evaluation Process**

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

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

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of DTCC. 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 of DTCC, who

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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 DTCC.

**2. Proposal Selection Criteria**

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

The proposals 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 DTCC to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
  - Experience and reputation
  - Prior experience working with the College
  - Capacity to meet requirements (size, financial condition, etc.)
  - Geographical Location—response time to site
  - Overall price and contributions to the College
- Other criteria the Committee will evaluate are:
  - Methodology and approach proposed to accomplish the tasks specified in the Scope of Work: to be selected a vendor must be able to satisfy the selection committee that it understands the market it will be serving, that it can operate within the constraints of a government supported institution and that it is committed to customer satisfaction to a degree equal to that of the College's commitment and that it can meet the startup date
  - Similar services currently or recently performed for other clients, with contact names and telephone numbers;
  - The evaluation committee will interview selected candidates and pose questions the answer to which will be considered in the selection process.

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**Criteria Weight**

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

<b>Criteria</b>	<b>Weight</b>
Experience and reputation	<b>25</b>
Prior experience working with the College	<b>15</b>
Capacity to meet requirements (size, financial condition, etc.)	<b>5</b>
Geographical Location—response time to site	<b>10</b>
Overall price and contributions to the College	<b>45</b>
<b>Total</b>	<b>100%</b>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored 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, DTCC 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, DTCC will pay travel costs only for DTCC 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

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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 DTCC are the vendor's responsibility.

**D. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

**REF: Title 29, Chapter [6904\(e\)](#) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**2. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

**3. General Information**

- a. The term of the contract between the successful bidder and DTCC shall be for three (3) years with one (1) optional extension for a period of two (2) years for each extension.
- b. The selected vendor will be required to enter into a written agreement with DTCC. DTCC reserves the right to incorporate standard State 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 DTCC. 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 DTCC, 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. DTCC'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 DTCC purchase order signed by two authorized representatives of the agency requesting service, properly processed through DTCC's Accounting Office and the Department of Finance. The

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purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

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

**4. 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 DTCC 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.

**5. 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 DTCC employee or agent of DTCC 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, DTCC 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 DTCC employees, contractors or agents of DTCC concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**6. Solicitation of DTCC Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of DTCC to leave DTCC's employ in order to accept employment with the vendor, its

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affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of DTCC's contracting officer. Solicitation of DTCC 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 DTCC employee who has initiated contact with the vendor. However, DTCC 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.

**7. 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 DTCC's discretion as to the location of work for the contractual support personnel during the project period. DTCC may provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to DTCC pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to DTCC pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by DTCC and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that DTCC is a dual employer or the sole employer of any individual temporary staff person(s) provided to DTCC pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend DTCC to the maximum extent of any liability to DTCC arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should DTCC subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend DTCC shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend DTCC for any liability that

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arises out of compliance with the ACA prior to the date of hire by DTCC. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is DTCC's intention to hire.

**c. ACA Safe Harbor**

DTCC is not the employer of temporary or contracted staff. However, DTCC is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, DTCC seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when DTCC and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

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

**d. 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 State of Delaware 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.

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

**e. Notice**

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

**Gerard M. McNesby, Vice President for Finance**  
**Delaware Technical & Community College**  
**Office of the President**  
**100 Campus Drive**  
**P.O. Box 897**  
**Dover, DE 19903**

**f. 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 DTCC, 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 DTCC, 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 DTCC, DTCC shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify DTCC against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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

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

**g. Insurance**

- 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

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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 DTCC.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

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

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

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

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

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. DTCC 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.

**h. 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.

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**i. PERFORMANCE BOND**

There is no Performance Bond requirement.

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

**k. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to DTCC's requirements.

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

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

**m. Penalties**

DTCC may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**n. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by DTCC

- 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, DTCC 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,

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surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of DTCC, 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 DTCC.

On receipt of the contract cancellation notice from DTCC, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless DTCC provides a written acceptance of the vendor response. If DTCC does accept the Vendor's method and/or action plan to correct the identified deficiencies, DTCC will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of DTCC's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion DTCC may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

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

**o. 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.

**p. 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 DTCC shall have the right to annul the

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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.

**q. 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.

**r. Vendor Responsibility**

DTCC 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 6, and are subject the approval and acceptance of DTCC.

**s. 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 DTCC. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by DTCC.

**t. Fair Background Check Practices**

Pursuant to 29 Del. C. [§6909B](#), DTCC does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with DTCC are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**u. Vendor Background Check Requirements**

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

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

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site

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premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

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

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

**v. Drug Testing Requirements for Large Public Works**

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

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

**w. Work Product**

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

**x. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between DTCC and the successful vendor shall constitute the contract between DTCC 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, DTCC'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 DTCC and the vendor.

**y. Applicable Law**

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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 courts of the State of Delaware.

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

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

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware 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.

**z. 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.

**aa. Assignment Of Antitrust Claims**

As consideration for the award and execution of this contract by DTCC, the Vendor hereby grants, conveys, sells, assigns, and transfers to DTCC 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 DTCC pursuant to this contract. Upon either DTCC'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, DTCC and Vendor shall meet and confer about coordination of representation in such action.

**bb. Scope of Agreement**

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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.

**cc. 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.

**dd. 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 State, 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 State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State 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 State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**ee. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – DTCC 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 DTCC.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources

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expended, problems encountered and corrective action taken, until final system acceptance.

6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DTCC.
9. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DTCC 160621-CAFETERIA** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
10. **Billing** – The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
11. **Additional Terms and Conditions** – DTCC reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

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

DTCC 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 DTCC 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 DTCC.

DTCC will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**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**

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

**F. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

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- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Pricing Proposal Form
- Appendix C – Food Service Agreement
- Appendix D – Division of Costs and Responsibilities

*[balance of page is intentionally left blank]*

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**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

**REQUIRED REPORTING**

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to **Gerard M. McNesby, Vice President for Finance, Delaware Technical & Community College, Office of the President, 100 Campus Drive, P.O. Box 897, Dover, DE 19903**. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

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Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendusage@state.de.us](mailto:vendusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

**NO PROPOSAL REPLY FORM**

Contract No. **DTCC 160621-CAFETERIA** Contract Title: **OWENS AND TERRY CAMPUSES  
- CAFETERIA SEVICES**

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

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

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

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

\_\_\_\_\_  
SIGNATURE

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

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

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**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER  
IDENTIFIED.**

**CONTRACT NO.:** DTCC 160621-CAFETERIA  
**CONTRACT TITLE:** OWENS AND TERRY CAMPUSES – CAFETERIA SEVICES  
**DEADLINE TO RESPOND:** July 6, 2016 at 1:00 PM (Local Time)

**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 State of Delaware, **DELAWARE TECHNICAL AND COMMUNITY COLLEGE**

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, **DELAWARE TECHNICAL AND COMMUNITY COLLEGE.**

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

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

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

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

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

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

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE

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 \_\_\_\_\_

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





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**Attachment 5**

Contract No **DTCC 160621-CAFETERIA**  
Contract Title: **OWENS AND TERRY CAMPUSES – CAFETERIA SEVICES**

**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 State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	



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9b. TITLE OF PERSON SIGNING		

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



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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

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Attachment 9

Contract No **DTCC 160621-CAFETERIA**  
Contract Title: **OWENS AND TERRY CAMPUSES – CAFETERIA SEVICES**

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: \_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_  
Percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_
3. Total number of employees of the bidder: \_\_\_\_\_
4. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: \_\_\_\_\_
2. Percentage of employees who are residents of Delaware: \_\_\_\_\_

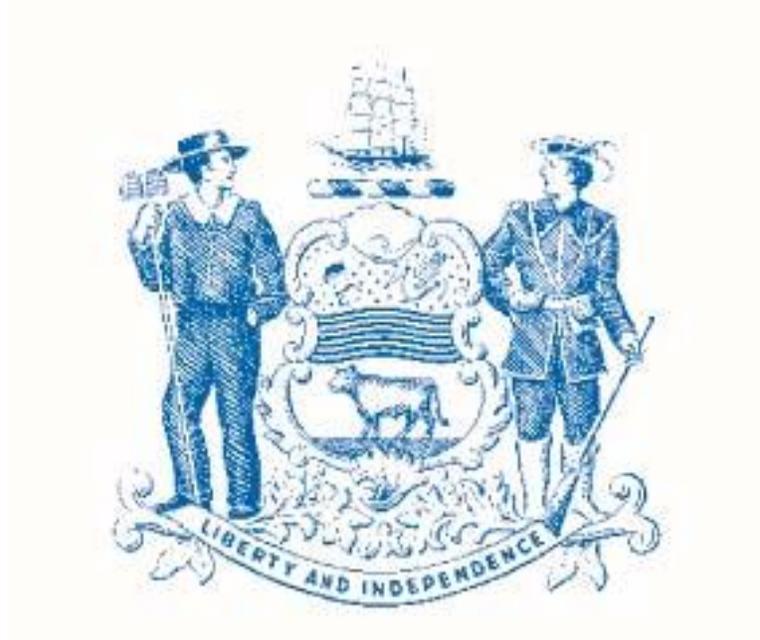
“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



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

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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**APPENDIX A**  
**MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Seven (7) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Three (3) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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**APPENDIX B**  
**PRICING PROPOSAL FORM**  
**Pricing Sheet for Cafeteria Services Request for Proposal**

**Option #1: Operate the Owens Campus Only**

**Management Fee:** Annual fee paid on a quarterly basis to vendor to operate the cafeteria and provide catering services exclusive of any subsidy for operating expenses.

Year 1: \_\_\_\_\_  
Year 2: \_\_\_\_\_  
Year 3: \_\_\_\_\_

**Subsidy:** Amounts paid to vendor for operating losses, exclusive of management fee, capped at the following amounts:

Year 1: \_\_\_\_\_  
Year 2: \_\_\_\_\_  
Year 3: \_\_\_\_\_

**Optional: Other Financial Contributions and/or notes to proposal regarding payments to vendors (use additional pages if needed):**

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**Option #2: Operate the Terry Campus Only**

**Management Fee:** Annual fee paid on a quarterly basis to vendor to operate the cafeteria and provide catering services exclusive of any subsidy for operating expenses.

Year 1: \_\_\_\_\_  
Year 2: \_\_\_\_\_  
Year 3: \_\_\_\_\_

**Subsidy:** Amounts paid to vendor for operating losses, exclusive of management fee, capped at the following amounts:

Year 1: \_\_\_\_\_  
Year 2: \_\_\_\_\_  
Year 3: \_\_\_\_\_

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**APPENDIX B: PAGE 2**

**Optional: Other Financial Contributions and/or notes to proposal regarding payments to vendors (use additional pages if needed):**

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**Option #3: Operate BOTH the Owens and Terry Campus Cafeterias**

**Management Fee:** Annual fee paid on a quarterly basis to vendor to operate the cafeteria and provide catering services exclusive of any subsidy for operating expenses.

Year 1: \_\_\_\_\_  
Year 2: \_\_\_\_\_  
Year 3: \_\_\_\_\_

**Subsidy:** Amounts paid to vendor for operating losses, exclusive of management fee, capped at the following amounts:

Year 1: \_\_\_\_\_  
Year 2: \_\_\_\_\_  
Year 3: \_\_\_\_\_

**Optional: Other Financial Contributions and/or notes to proposal regarding payments to vendors (use additional pages if needed):**

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**Appendix C**  
**Proposed Form of Agreement**

FOOD SERVICE AGREEMENT

This Agreement ("Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_ 2016, by and between Delaware Technical and Community College ("DTCC"), an institution of higher education existing under the laws of the state of Delaware and \_\_\_\_\_ ("Vendor"). At times herein DTCC and Vendor may be referred to collectively as the "Parties".

WHEREAS, DTCC desires to enter into an agreement with a reputable partner that is capable of delivering nutritious, reasonably priced, food services to the students, guests, invitees, and staff of DTCC ("Services").

WHEREAS, \_\_\_\_\_ has responded to DTCC's Request for Proposal DTCC 160621-CAFETERIA dated \_\_\_\_\_, \_\_\_, 2016 ("RFP") in its correspondence of \_\_\_\_\_, 2016 which includes a proposal to provide food service and catering operations at DTCC's campus locations in \_\_\_\_\_, Delaware ("Proposal").

NOW THEREFORE, the parties agree as follows:

1. Term. This Agreement shall commence on \_\_\_\_\_, \_\_\_, 2016, and terminate on \_\_\_\_\_, 201\_, consisting of a three (3) year term unless terminated earlier pursuant to paragraphs 12, 13, 14, 16 and 17 hereof, or other provisions of this Agreement. The foregoing notwithstanding DTCC shall have an option to extend this Agreement for one (1) additional two (2) year term. DTCC shall exercise its option to extend this agreement by providing written notice to Vendor within 30 days of the expiration of the initial three (3) year term hereunder.
2. Scope of Services.
  - A. Vendor agrees to provide the Services in a good, professional manner. The Services shall include, but not are limited to, those obligations of Vendor specified in its Proposal and RFP. The RFP, including all attachments and appendices, and Proposal are incorporated by reference herein as if fully set forth.
  - B. Vendor further agrees to perform such other duties as may be necessary or desirable, in DTCC's reasonable judgment, to implement and maintain high quality.
  - C. Vendor acknowledges, understands, and agrees that vending and pouring rights for soft drinks and speciality drinks are not covered by this Agreement, and that DTCC has entered into exclusive agreements with other vendors for those services. Vendor further acknowledges that DTCC has an existing contractual agreement that obligates the DTCC to sell only Pepsi products on the Terry and Owens campuses of DTCC, and Vendor shall abide by the terms of those agreements as communicated to it by DTCC from time to time.
  - D. The foregoing notwithstanding DTCC reserves the right to:
    - i. Engage another food service provider for catered events if: (x) the external organization has specifically requested its own caterer; or (y) DTCC determines, after negotiations, that it cannot reach agreeable terms, including price, with Vendor. DTCC will apprise Vendor of such a decision in writing and will identify the basis for it.
    - ii. Authorize campus clubs and organizations to bring their own (prepare themselves, have donated, or for resale as fundraiser) food or light refreshment when catered service is not appropriate. Vendor will be informed when such authorization is granted.

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iii. Sell food and drinks in DTCC bookstores and to contract vendors to provide snack and soft drink vending machines throughout the campus.

3. Compensation.

A. In consideration of performance of the Services, DTCC hereby agrees to make payment to Vendor in the total amount of \$\_\_\_\_\_ as set forth in the Proposal. Vendor will submit to DTCC monthly invoices for Services rendered hereunder, and DTCC hereby agrees to make payment to Vendor within thirty (30) days after its receipt of such invoice.

B. No service charge for catering will be charged to DTCC. Vendor agrees to submit an invoice to DTCC for catering services rendered on the day of the event. DTCC will make every to pay invoices in full-within 30 days of receipt. In the event DTCC invoices are not paid within thirty (30) days of the invoice date, Vendor may charge interest on an unpaid invoice at the rate: of 1% per month, the maximum allowable by Delaware law as a charge to State Agencies, commencing no earlier than 45 days after the date of the invoice.

C. For catering events invoiced between June and July of any year, Vendor agrees it will not charge interest on unpaid invoices due to the end-of-fiscal year limitations under which DTCC operates. Where DTCC schedules an event at least 45 days in advance and the estimated cost of the event will exceed \$3,000, Vendor may submit an invoice for 1/3 of the total price (actual or estimated) at the time the order is placed. Such an invoice will be processed as noted above with payment to be expected prior to the scheduled event. The balance of the total cost may be invoiced on the day of the event. For events where Vendor uses the DTCC china, Vendor will not charge DTCC an additional per person fee.

D. Vendor may provide catering services to all others upon such terms and conditions as the parties shall agree. Vendor shall pay DTCC twenty percent (20%) of its net revenue from all catering services provided to third parties on DTCC's campuses.

E. DTCC shall have full access to the food service facilities with or without notice. Vendor shall keep full and accurate accounts and records in connection with the food service covered by this Agreement. All such records shall be retained for a period of two (2) years after the expiration or termination of this Agreement. DTCC may audit all such records at any time during regular business hours.

F. In the event this Agreement is terminated, the parties agree that Vendor shall be responsible for the payment and disposition of all food and supplies on hand and on order for the performance of this Agreement. DTCC may elect to purchase all such food and supplies inventories at Vendor's cost.

4. Vendor Responsibility. Vendor agrees and shall be responsible for the following:

A. All personnel, prices, policies, and all other matters pertaining to the Services shall be subject to DTCC's prior approval.

B. The Services shall be provided by Vendor upon its own credit, furnishing DTCC with wholesome, palatable food for its employees, staff, students, on all days upon which the DTCC is open.

C. Vendor shall provide hours of operation from \_\_\_\_\_ (Monday – Thursday) and \_\_\_\_\_ (Friday) while classes are in session and from \_\_\_\_\_ (Monday – Friday) when classes are not in session.

D. Vendor agrees that no supervisory employees (salaried employees that are essential to DTCC's core business) of DTCC will be solicited or hired by Vendor without specific written permission of DTCC during the term of this Agreement and one (1) year thereafter.

E. Vendor agrees at all times to maintain all necessary personal and payroll records for its employees, compute all wages and withhold applicable federal, state and local taxes and federal social security payments, remit employee withholdings to the proper governmental authority, make employer contributions for federal FICA and federal and state unemployment insurance payments, verify

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employment eligibility and identity of employees pursuant to the Immigration Reform and Control Act and comply with all federal, state and local laws, including but not limited to the provisions of any antidiscrimination act or statute and the Fair Labor Standards Act.

- F. Vendor shall cause all of its employees assigned to duty on the DTCC's premises to submit to periodic health examinations, at least as frequent and as stringent as required by applicable law or regulation, and to submit satisfactory evidence of compliance with all health regulations to DTCC's Human Resources department upon request.

5. DTCC Responsibility. DTCC shall be responsible for the following:

- A. Providing Vendor with all facilities for food service (including adequate sanitary toilet facilities, office space equipped with office equipment, including a networked computer with access to the Internet and furniture, dressing rooms and areas for Vendor employees in a close and convenient location), completely equipped and ready to operate together with such heat, fuel, refrigeration, and utility services reasonably required for efficient operation.
- B. Upon reasonable and prompt notice, all equipment repairs and will furnish building and maintenance services necessary for Vendor to perform its obligations to provide the Services hereunder. The cost of any equipment that must be replaced will be divided equally between the parties.
- C. Compliance with all Federal, State, and local health and safety regulations pertaining to the facilities provided by DTCC as further set out in subsection E of this Section 5.
- D. Providing an adequate initial inventory of small expendable equipment (pots, pans, dishes, silverware, etc), and replacements to maintain the inventory level for items that are lost, damaged or stolen through no fault of Vendor. For the assignment of responsibilities, please refer to the Division of Costs and Responsibilities in Exhibit A, attached hereto and specifically made part of this Agreement.
- E. Maintaining the facilities for use in the food service operation in good condition to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including but not limited to OSHA regulations) subject to the Division of Costs and Responsibilities reflected in Exhibit A hereto. DTCC further agrees that any modifications or alterations to the facilities or Premises (whether structural or non-structural) necessary to comply with any statute or regulation will be the responsibility of DTCC and will be at DTCC's expense.

6. Independent Contractor. In the performance of this Agreement, Vendor shall be acting as an independent contractor and not as an agent or employee of DTCC. Vendor shall not subcontract nor permit anyone other than employees of Vendor to perform any of the services without the prior written consent of the Campus.

7. Government Approvals. Vendor shall obtain and pay for all necessary permits and licenses pertaining to the services and equipment and shall post such document as required by law. Vendor agrees to comply with all federal, state and local laws, ordinances, rules and regulations without additional cost or expense to DTCC. In addition and in no way limiting the foregoing, Vendor will be responsible for obtaining and maintaining a State of Delaware and local permit to operate a public eating place and for routine cleaning and housekeeping in the food preparation and service areas (defined as all areas behind the doors/retractable gate) as required by the Food Code of the State of Delaware. Vendor will maintain high standards of sanitation in compliance with all applicable laws and regulations. Vendor agrees to indemnify, hold harmless, and defend DTCC, its agents, employees, officers, and trustees, harmless from and against all liability, demands, claims, expenses, suits, losses, damages, causes of action, fines, and judgments (including attorneys' fees) resulting directly or indirectly from Vendor's non-compliance herewith.

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8. Taxes. Vendor shall accept full and exclusive liability for the payment of any and all taxes, wages, contributions for unemployment insurance, retirement benefits, and life pensions, and annuities which may now or hereafter be imposed by the United States or any state, whether measured by the wages, salaries, or remuneration paid to persons employed by Vendor or otherwise in preparation of the Services. Vendor shall comply with all federal and state laws on such subjects and all rules and regulations promulgated thereunder, and shall maintain suitable forms, books, and records and save DTCC harmless from the payment of any and all such taxes and contributions, or penalties.

9. Personnel. Vendor agrees at all times to maintain an adequate staff of its own employees necessary for proper and efficient operation of the wellness centers in accordance with the terms of this agreement. Vendor's employees will adhere to DTCC's policies and regulations regarding personal behavior. All employees of Vendor shall be required to conspicuously display an identification badge issued by the Campus Office of Public Safety at all times while working on campus.

DTCC shall have the right to approve any person employed by Vendor to provide services under this Agreement and may require the remediation or removal of any such person employed by Vendor who fails to perform to DTCC's satisfaction or acts in a manner detrimental to the interests of DTCC, as deemed by DTCC in its sole discretion, and Vendor agrees to cooperate with DTCC in the event it undertakes an internal investigation into allegations of impropriety or threatening/concerning behavior regarding an employee of Vendor.

Vendor's employees assigned to perform services under this agreement shall remain employees of Vendor and shall in no event be considered agents or employees of DTCC. Vendor agrees that its employees assigned to perform services under this agreement will have and maintain appropriate credentials and certifications related to the services performed.

10. Indemnification. Vendor will indemnify, release, hold harmless, and defend DTCC, its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages, causes of action, fines, and judgments (including attorneys' fees) resulting from the acts or omissions of Vendor and Vendor's respective agents, employees, subcontractors or assigns arising out of or in connection with Vendor's performance or Vendor's failure to perform under this Agreement or in connection with any breach thereof by Vendor, unless caused by the gross negligence or willful misconduct of DTCC. Vendor shall give prompt written notice of any demand, claim or suit arising hereunder and permit DTCC, at its option, to defend against the same.

11. Non Assignment. Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other party, except that, upon written notice, a party may assign or transfer to an entity acquiring all or substantially all of the assets of that party, whether by acquisition of assets or shares, or by merger or consolidation. Any assignment in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

12. Insurance. Vendor agrees to maintain general liability insurance in the amounts of at least one million (\$1,000,000) per occurrence and at least three million (\$3,000,000) in the aggregate covering the Services at all times during this Agreement. In addition, Vendor agrees at all times during this Agreement to maintain at least one the following lines of insurance in the amounts of at least one million (\$1,000,000) per occurrence and at least three million (\$3,000,000) in the aggregate: Medical or Professional liability; Miscellaneous Errors and Emissions; or Product Liability. The parties further acknowledge that failure to maintain such coverage or failure to maintain such coverage by Vendor in the minimum amounts set forth herein shall be a breach of this

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Agreement. Certificates of insurance shall be filed with DTCC before Vendor starts its performance hereunder. Certificates shall name DTCC an additional insured (except for worker's compensation insurance) and contain a provision that no cancellation or material change in the policies will become effective except upon thirty (30) days written notice to DTCC. If Vendor fails to maintain such insurance or deliver the certificates, DTCC may immediately terminate this Agreement.

13. Ownership of Work Product and Copyright. Vendor agrees any data, reports, documents (digital or hard copy), or other materials that are conceived, developed, written, or contributed by Vendor pursuant to this Agreement, either individually or in collaboration with others, shall belong to and be the sole property of DTCC and shall constitute works made for hire. Vendor warrants that any information, documents, materials, or data provided by it for use by DTCC pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. Vendor shall be solely responsible for ensuring that any materials provided by Vendor pursuant to this Agreement satisfy this requirement. If Vendor fails in its obligations to protect DTCC's intellectual property, DTCC may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach.

14. Confidentiality. Vendor agrees that all information communicated to Vendor by DTCC with respect to the Services, including any information gained by Vendor or its representatives by reason of association or employment with Vendor or its associates, is confidential. Vendor agrees that neither it nor any of its agents or employees shall disclose any confidential information to any other person unless specifically authorized in writing by DTCC to do so, except to the extent disclosure is required by subpoena or an order from a court of competent jurisdiction. Vendor shall use its best efforts to prevent inadvertent disclosure of any confidential information to any third party. Vendor agrees to indemnify, release, hold harmless, and defend DTCC its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages' fees resulting from any use or disclosure of confidential information by Vendor or any person acquiring such information, directly or indirectly, from Vendor. If Vendor fails to maintain confidentiality, DTCC may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach.

15. Advertising. Vendor agrees that it will not, in the course of the performance of this Agreement or thereafter, use DTCC's name in any advertising or promotional media as a customer or client of Vendor, without the prior written consent of DTCC.

16. Termination . This Agreement may be terminated as follows:

- A. For Cause: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Agreement, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, DTCC 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 Agreement shall, at the option of DTCC, 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 DTCC.

On receipt of the agreement cancellation notice from DTCC, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless DTCC provides a written acceptance of the vendor response. If DTCC does accept the Vendor's method and/or action plan to

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correct the identified deficiencies, DTCC will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of DTCC's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion DTCC may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- B. Termination for Convenience: DTCC may terminate this Agreement 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 State, 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 DTCC.
  
- C. Liquidated damages: In the event Vendor terminates or ceases performance of this Agreement prior to the end of the Agreement term, it will do so in such a manner as to avoid disruption of food service activities during a semester. Vendor further agrees that DTCC is entitled to liquidated damages in the amount of \$10,000.00 the event of an early termination. The parties acknowledge and agree that the potential damages that will be suffered by DTCC as a result of the violation of this section are uncertain and that the amount agreed upon is reasonable. Any financial consideration cannot be used to offset the liquidated damages associated with curly or improper termination of this agreement.

17. Funding Out. This Agreement is contingent on the continuation, and availability of the funding appropriated by the General Assembly of State of Delaware to DTCC. Accordingly, if the funding or appropriations cease or are exhausted based upon previously available funds or appropriations, the Agreement will terminate due to lack of funding. In such circumstances, DTCC shall terminate this Agreement by giving Vendor written notice of such unavailability of funds. All payment obligations of DTCC will cease upon the date of termination specified in such notice; provided, however, that Vendor shall be paid all amounts due and owing under this agreement through the date of termination.

18. Non waiver. The failure of either party to insist upon the performance of any terms or conditions of this Agreement, or to exercise any right or privilege conferred hereby, shall be construed as a waiver of such terms, conditions, rights or privileges, but the same shall instead continue and remain in full force and effect.

19. Notices. All notices or other communications shall be in writing and shall be deemed to have been duly given if sent certified mail, return receipt requested, to the respective addresses herein designated, or to such other addresses as may be designated, in the manner provided for in this paragraph by either party:

IF TO DTCC:

Gerard M. McNesby  
Vice President for Finance  
Delaware Technical and Community College  
100 Campus Drive  
Dover, Delaware 19903

If to Vendor:

\_\_\_\_\_  
\_\_\_\_\_

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20. Anti-discrimination. The parties agree that, in the performance of this Agreement, no person shall, on the basis of race, color, creed, religion, sex, national origin, age, disability, genetic information, marital status, veteran status, sexual orientation, gender orientation, gender identity or pregnancy, be subjected to any discrimination prohibited by law.
21. Family Educational Rights and Privacy Act. Vendor shall not disclose or release any educational record or other information concerning a student to any person, group or entity other than DTCC without the student's prior written consent and shall otherwise comply with the provisions of the Family Educational Records Privacy Act of 1974, as amended, and DTCC's policies concerning student access to educational records and confidentiality of student records. Vendor shall defend, indemnify and hold DTCC harmless from all liability associated with Vendor's breach of this provision.
23. Choice of Law and Venue. This Agreement shall be deemed to be entered into and shall be construed in accordance with the laws of the State of Delaware. Vendor hereby consents to the personal jurisdiction of the Delaware Courts which shall have the exclusive jurisdiction of any disputes under this Agreement and appoints the Delaware Secretary of State as its agent for the service of process on its behalf.
24. Severability. If it is determined that any provision hereof is in conflict with the law, then such provision shall be given effect only to the extent permitted by law. Nevertheless, the remaining provisions shall remain in full force and effect.
25. Binding Effect. The terms, covenants, and conditions herein shall bind and insure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided herein, their assignees.
26. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.
27. Interpretation. In the event of any conflict between the terms of this Agreement and the RFP or the Proposal, the terms of this Agreement and any exhibits or amendment hereto shall govern and control.
28. Survival of Obligations. The covenants made by the Parties in this Agreement shall remain in effect following the termination or expiration of this Agreement.
29. Entire Agreement. This instrument and Exhibit attached hereto contain the entire Agreement of the parties and may not be modified except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties, through their acknowledged and duly authorized agents, hereto have set their hands and seals of this Agreement as of the date first written above.



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Exhibit A

	Contractor	College
<b>FOOD</b>		
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
<b>LABOR</b>		
Payment of Hourly Regular Full-Time Wages	X	
Payroll Taxes of Hourly Employees	X	
Fringe Benefits and Insurance of Hourly Employees	X	
Preparation of Hourly Employees Payroll	X	
Processing of Hourly Employees Payroll	X	
<b>SUPPLIES</b>		
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing	X	
Postage	X	
Taxes/Licenses	X	
Pest Control		X
Utilities		X
<b>CLEANING</b>		
Ceiling, Light Fixtures and Fans	X	
Dishwashing	X	
Equipment	X	
Hoods	X	
Floors	X	
Rest Rooms	X	
Vents from Hoods to Outside		X
Walls		X
Kitchen/Serving Area	X	
Dining Area		X
Outside Maintenance		X
<b>ADDITIONAL ITEMS</b>		
China/Silverware Glassware – Original Purchase to Inventory Level Required for Operation		X
Telephone – Local	X	
Telephone – Long Distance	X	
Removal of Trash and Garbage from Kitchen	X	
Removal of Trash and Garbage from Eating Area	X	
Removal of Trash and Garbage from Premises		X
Replacement of Expendable Equipment (pots, pans, etc.)		X
Replacement of Non-Expendable Items		X
Products and Public Liability Insurance	X	
Cost of Repairing Equipment		X
Ticket Printing	X	
Travel (local)	X	
Uniforms for Employees	X	
Table Linens	X	
Vehicle for Food Transport including Maintenance	X	

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Provisions for a fully equipped office including File Cabinets		X
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**APPENDIX D**  
**SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**GENERAL SPECIFICATIONS FOR CAFETERIA FOOD SERVICES**

Operate a cafeteria style self-bussing dining hall to sell food products and non-alcoholic beverages on DTCC's Jack F. Owens Campus premises in Georgetown, DE and Charles L. Terry Campus in Dover, DE. The food service consists of breakfast, lunch, dinner and catering.

A full service cafeteria must be available on all full days of classes, exams, and registration. Management for this service will be on the Campus. Senior management for supervision of local services must be headquartered within a reasonable distance of the Campus. Contractor must show evidence of local purchasing power, i.e., quantity discounts from purveyors serving other local contractor operated cafeterias.

It is the policy of DTCC to provide students and staff with a wide choice of quality food at a cost reasonable to students.

Specifications:

1. The Campus will approve all prices and portion sizes of food products sold in the Dining Hall after consultation with the Vendor.
2. The Campus may have a standing Food Service Committee which may meet with the Vendor as required to assess Vendor's performance and make comments and recommendations.
3. Breakfast food shall be available by 8:00 a.m. and on special order through the noon lunch period (noon lunch period is defined at 11:00 a.m. - 2:00 p.m.).
4. Lunch service in the William A Carter Partnership Center at the Owens Campus shall be available on Tuesdays only between 11:00 am to 1:00 pm.
5. Hours of operation may be extended at the Vendor's discretion.
6. The accounting period for the food service contract will be on a 12-month fiscal year basis with monthly accounting periods.
7. Cafeteria hours of operation are:
  - Fall and Spring Semesters**
    - Owens Campus:
      - Monday – Thursday 8:00 am to 8:00 pm
      - Friday: 8:00 am to 1:30 pm
    - Terry Campus
      - Monday-Thursday 8:00 am to 2:00 pm
      - Friday: 8:00 am to 1:00 pm
  - Summer Semester**
    - Owens Campus:
      - Monday – Thursday 8:00 am to 1:30 pm
      - Friday: 8:00 am to 1:00 pm
    - Terry Campus
      - Monday-Thursday 8:00 am to 2:00 pm
      - Friday: 8:00 am to 1:00 pm

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8. The Cafeteria will be closed during the Campus's winter break. Food service will be available Monday through Friday during the hours specified unless modified in writing by the Director of Business Services or Vice President and Campus Director.
  - a. Campus calendars will be provided by the Registrar's Office for the dining hall manager's use. Notice of any deviations will be given in writing one week in advance, when possible.
  - b. When the Campus is closed for vacation periods, holidays, inclement weather and emergencies, no food service will be required. The dining hall manager will be notified by such closings by Campus designee at each campus.
  - c. Hours of operation during student breaks and during the summer sessions when faculty and staff are present will be as follows: Monday through Friday from 8:00 a.m. to 1:30 p.m. unless altered by agreement between the Campus and the Vendor.
  - d. The Campus reserves the right to use the dining hall facility and/or kitchen for special events by providing a verbal notice to the Vendor.
  - e. A bond can be negotiated between any outside party using the dining hall facility and/or kitchen and the Vendor to insure proper use of Vendor's equipment.

Responsibility of Vendor

1. Provide trained management and staff at a level consistent with good management practices to enable the Vendor to operate the cafeteria food service.
2. Order and obtain all food products, paper products, dairy products, cleaning supplies and miscellaneous expendable items, etc. necessary for the operation of the dining service. Vendor is responsible for the preparation and serving of such food under the conditions as noted in Statement of Work above.
3. The Vendor, as a direct cost of operation, will maintain any chinaware, glassware and silverware furnished by the Campus and, when necessary, add to such inventory at the expense of the Vendor. Such added inventory will be the property of the Vendor at the termination of the contract. The Vendor will assure that said initial inventory is returned to the Campus.
4. At termination of contract, all food and supply inventory on hand will be the property of the Vendor.
5. Develop and maintain a menu that recognizes the changing tastes of the students and staff and their growing concern about nutrition.
6. Submit menus and price lists to Vice President and Campus Director for review and approval of the Administrative Council. All prices shall be at mutually agreeable rates and shall not be increased during the year without the consent of the Vice President and Campus Director. Regular service menus and prices must be submitted for approval to the Vice President and Campus Director by July 15 of each year and published in the Dining Hall and on the DTCC website by August 1.

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7. Provide special reports if requested by the Campus on sales volume customer count and product sales and expenses.
8. All cash receipts obtained through daily sales will be under the control of the Vendor, who will pay all invoices for food, labor and general supplies.
9. The Vendor shall not permit any smoking by its employees or representatives on any location on the Campus.
10. The Vendor will keep the kitchen, serving areas, and eating areas cleaned in a manner considered acceptable by the Campus in the Campus's sole judgment.

Responsibility of the Campus

1. The Campus will provide kitchens and eating areas for cafeteria service in the Student Services Center and William Carter Partnership Center at the Owens Campus and Terry Building at the Terry Campus.
2. The Campus will provide all utilities except telephone and computer line charges.
3. The Campus will arrange for the removal of trash and garbage from the kitchen dumpsters.

Vending

1. Soft Drinks DTCC has an exclusive contract with Pepsi Cola and only Pepsi products can be sold on campus. Commission from the Pepsi vending machines is retained by the college.
2. Snacks DTCC has a contract with Canteen Vending for snack vending. The successful foodservice vendor will work with Canteen and the Director of Business Services regarding managing vending services.
3. DTCC reserves the right to sell food and drinks in the DTCC bookstore and at Java 101 at the Owens Campus.

**A. GENERAL SPECIFICATIONS FOR CATERING SERVICES**

Provide catered services consisting of snacks, beverages, light lunches, dinners, and hors d'oeuvres for meetings, receptions, group dinners, group lunches, and small and large parties.

General

1. Vendor will provide an array of menus and prices to include per person prices for served and buffet events.
2. For special catered orders, a price quote must be provided in writing within three (3) working days of the request. All additional costs such as equipment rental or additional labor must be itemized and included with the per person quote.

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3. Events will be served in specified meeting rooms, picnic area, dining area, lobby, or at another designated location.
4. Vendor will bill organization requesting catered services. Payment will be disbursed directly from the recipient to the Vendor.
5. The Campus reserves the right to accept or reject the site and time for catered events.
6. The Vendor will not cater events under the aegis of the Campus without consent of the Campus.
7. Facilities usage for all outside catered events will be coordinated with the Vendor through the Office of Corporate and Community Programs. No fund raising events for religious or political groups are permitted.
8. Should a client require service items outside the normal Campus kitchen inventory and these items must be rented by the Vendor, it will be the responsibility of the Vendor to notify client.
9. Alcoholic beverages may only be served in accordance with the Campus policy, which requires prior approval from the Vice President and Campus Director.
10. Vendor will, at the request of the client, provide appropriate decorations. The Campus reserves the right to allow College and outside groups the option of supplying decorations.
11. The Campus reserves the right to allow Campus clubs and/or Campus organizations to provide their own food or light refreshments. Approval of any waiver must be submitted by the appropriate Dean/Director to the Vice President and Campus Director and/or Designee for approval. In addition, the Campus reserves the right to engage a caterer other than the Vendor when deemed appropriate.
12. Vendor will do set-ups, take-downs, and remove trash from catered events.
13. Vendor will provide a checklist for all contracted events to prevent shortages.
14. Vendor will provide appropriate staff for all contracted events (one person minimum on-site at all times).
  
15. Standard catering service menus and prices must be submitted for approval to the Vice President and Campus Director by July 15 of each year and published in the Dining Hall and on the College website by August 1.
16. Any changes to the August 1 published prices must be approved in writing by the Vice President and Campus Director prior to changes being implemented.
17. The Campus reserves the right to engage another caterer under special circumstances and in cases when a mutually agreeable price cannot be reached for special catered orders.
18. A calendar for the year of closings and reduced hours of food service must be approved by July 15 by the Vice President and Campus Director and published in the Dining Hall and on the DTCC website by August 1.

**FINANCIAL RESPONSIBILITIES OF THE VENDOR**

1. Vendor will be responsible for paying:
  - a. Wages for labor in the employ of Vendor at the Campus.
  - b. Actual cost of statutory contributions, assessments, taxes, or insurance for mandatory benefits required by federal, state and local laws and regulations.
  - c. Services for all corporate executive officers and consultants.

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- d. Home office general and administrative services including accounting, finance, insurance, legal marketing, dietary, office, and personnel services.
  - e. All other home office expenses including postage, telephone, and per diem costs for temporary assignments.
  - f. Salaries for supervisory and administrative personnel in the employ of Vendor working full-time at the Campus.
  - g. All other items that are not a direct Cost of Operations as defined in Section 2, below.
2. Direct Cost of Operations
- a. The Vendor will pay the Cost of Operation hereinafter defined: The term "Cost of Operation" shall mean all costs necessary and reasonable incurred by Vendor in the performance of this work and shall include the items set forth below.
  - b. Actual costs of benefits from statutory contributions as supplied by Vendor for Vendor's employees on the Campus's premises.
  - c. All direct costs of food net of discounts and rebates.
  - d. All supplies as used on the Campus's premises to operate a cafeteria food service.
  - e. Sales, use and similar taxes imposed by any governmental authority on the Campus approved expenditures.
  - f. Costs of permits, governmental fees, and licenses required.
  - g. All cleaning expenses and supplies for the kitchen and eating areas.
  - h. All reasonable laundry expenses for Vendor's uniformed employees working at the Campus if such uniforms are required.
  - i. All other items of Vendor's direct cost of operations expenses not noted above but which are prior approved by the Campus and required for the operation of the cafeteria food services.
  - j. The Vendor will pay telephone and computer line costs.

## II. SPECIAL TERMS AND CONDITIONS

- A. **Ownership of Material:** Ownership of all data, materials and documentation originated and prepared for DTCC pursuant to this RFP, shall belong to DTCC, except that Vendor may designate any portion of the Response to the RFP as a trade secret or proprietary data.
- B. **Obligation of Vendor:** By submitting a proposal, the Vendor covenants and agrees that it has satisfied itself, from its own investigation of conditions to be met, that it fully understands its obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- C. **Offer Binding:** The proposal shall be binding upon the Vendor for ninety (90) calendar days following the proposal opening date.