

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
CAPITAL CAMPAIGN FEASIBILITY STUDY AND SUPPORT
ISSUED BY DELAWARE TECHNICAL AND COMMUNITY COLLEGE
CONTRACT NUMBER DTCC 16822-OOPCAPCAMP**

I. Overview

Delaware Technical and Community College, a Delaware state agency (“Delaware Tech”), seeks professional services to conduct a feasibility study and act as a consultant for a comprehensive capital campaign. Accordingly Delaware Tech has initiated this request for proposals.

Delaware Tech will accept proposals for either: (1) development and completion of the feasibility study and support of the capital campaign; or (2) the development and completion of the feasibility study only. It is anticipated that Delaware Tech may choose one or two vendors as the successful bidders based on the criteria outlined in this Request for Proposal (“RFP”). 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: August 8, 2016 |
| Deadline for Questions | Date: August 17, 2016 |
| Response to Questions Posted by: | Date: August 23, 2016 |
| Deadline for Receipt of Proposals | Date: August 29, 2016 at 1:00 PM (Local Time) |
| Estimated Notification of Award | Date: Early September, 2016 |
| Commence New Contract | Date: September 16, 2016 |

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services at the fees outlined in the Pricing Proposal Form in Appendix B hereof. 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).

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

Delaware Tech is seeking professional services to assess Delaware Tech’s and the Delaware Technical and Community College Educational Foundation’s readiness for a capital campaign and to test the feasibility of a multi-million campaign goal with a range yet to be determined. The Consultant must demonstrate in the proposal an ability to fulfill the following expectations in a cost-effective manner:

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

1. Review institutional readiness to enter a capital campaign including initial assessments of staff capacity and board/trustee readiness.
2. Develop and present a case for support document to present to key constituents for discussion.
3. Conduct individual interviews to test basic planning assumptions with potential donors.
4. Expand potential prospect lists. Develop the optimal funding mix of lead donors, major donors, private foundations, and, if necessary, direct mail solicitations.
5. Develop giving levels for the campaign to include the requirements regarding each particular level to achieve the projected campaign goal.
6. Provide a realistic estimate for potential campaign success. Determine if there are enough donor prospects and enough prospects at different giving levels to reach the recommended goal.
7. Prepare a timeline for campaign implementation activities.
8. Assist in identifying potential volunteer leadership.
9. Assist with development of the final campaign case statement.
10. Determine campaign strategies. Identify strengths, weaknesses and a prognosis for success/inability to reach the recommended goal.
11. Outline what preparation and resources are necessary for a successful campaign including staffing, budget, gift range table, case statement, campaign materials and database/prospect/information quality.
12. Recommend campaign leadership structure, phases and implementation timelines including marketing and public relations plans.
13. Identify how this campaign will enhance the College's philanthropic culture by engaging prospects, particularly with Trustees, faculty and staff, alumni and students.
14. Identify how this campaign will enhance board leadership, participation and community outreach and awareness.
15. Implement and monitor campaign and present final written report/fundraising plan. The plan will be a written report that synthesizes the findings from the confidential interviews, organizational readiness and the consultant's feasibility assessment and recommendations for conducting a successful campaign.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Delaware Tech proposes the following timeline. However, those who can demonstrate the ability to complete the feasibility study on a faster timeline would be considered.

| | |
|---------------------------|---|
| By September 16, 2016 | Feasibility study begins |
| By November 18, 2016 | Feasibility study completed and report prepared |
| By November 2016 | Findings reported out to the Educational Foundation Board |
| By November 2016 | Campaign Planning Committee recruited |
| December 2016 – Dec. 2017 | Assist in conducting the campaign |

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 Delaware Tech.

A. Minimum Requirements

1. Title Page: The proposer should identify the RFP subject, the name of the firm, local and corporate address, telephone number, web address, name and title of contact person, contact telephone number(s) and email address and date of submission.
2. Table of contents: Provide clear identification of the material by section and by page number.
3. Understanding and Approach: This section should cover the following topics (not to exceed ten pages)
 - a. Explain the firm's approach to assisting organizations, preferably community colleges, with this type of campaign.
 - b. Identify any and all potential conflicts of interest from past, present, or future clients and a reasonable plan to mitigate or eliminate the same.
 - c. Describe your feasibility study interview process such as who will be interviewed by whom, how selected, how many, types of interview questions, pre-call letter use, case for support statement presentation and any follow up. Describe assessment and report process.
 - d. Explain your expectations of the Development staff, President, Board of Trustees and Foundation Board during the feasibility study process.
 - e. Describe approach to assess current fundraising program and infrastructure and determine readiness and needs prior to embarking on quiet phase of a campaign such as training of development and additional resources required for success such as staffing, budget, additional prospects and board development.
 - f. Describe assessment of donor/prospect base and leadership gift potential as well as campaign/volunteer leadership potential.
 - g. Explain process for identifying campaign funding priorities including but not limited to interviews with senior leadership, Development Staff and Board of Trustees.
 - h. Explain process to embark on the implementation phase and ensure a successful campaign conclusion.
 - i. Note exactly what members of your team, and titles, will be working on this study and campaign.
 - j. Note what work space and office resources will be needed.
 - k. Outline the project timeline.
4. Track Record and References

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

- a. Please provide us with a client list including those clients similar in size, type and community; list at least three client references and include name of company, address, contact person, title, telephone number, email address and web address.
 - b. Describe in detail any work you have performed for institutions of higher education.
 - c. Identify each campaign you have completed in the past two years, the goal of each and the amount raised for each.
 - d. Describe previous services provided by your firm relative to a feasibility study and to a campaign.
 - e. Provide detailed information on your firm's complement of staff and training and outside contractors or consultants you utilize to deliver your services including any resources or databases which you rely upon to provide services.
 - f. Describe the professional affiliations of the firm and/or staff including whether any are current members of CASE, AFP or other professional associations.
5. Fees:
- a. Note detailed charges to perform this campaign study, including estimates of consultant travel and expenses, as well as any limitations on your time/travel that might cause us to pay more than your original proposal.
 - b. Please include total estimated firm fee for completion of the project as set forth on the Pricing Proposal Form in Appendix B including if the firm would agree to a cap and would be willing to work within our payment schedule.
 - c. Indicate any other fees or charges that would be considered out of scope.
6. Consultant's History: information related to the consultant's background and years of operation.
7. Provide all required attachments and appendices required by this RFP and any exceptions thereto including the Form of Agreement provided in Appendix C hereof.

B. General Evaluation Requirements

A Committee appointed in accordance with Delaware Tech 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 Delaware Tech policy:

- i. Experience and reputation (15 points);
- ii. Capacity to meet requirements including the proposed schedule and the requisite level of service (15 points)
- iii. Overall quality of the proposal including its creativity, clarity, conciseness and feasibility (45 points)
- iv. Proposed fees (25 points)

NOTES:

- As for the experience in consideration (i) 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 (ii) 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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

committed to customer satisfaction to a degree equal to that of Delaware Tech's commitment and that it can meet the startup date.

- The evaluation committee will interview selected candidates and pose questions, to which the answers 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. 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 Delaware Tech. Address all communications to the person listed below; communications made to other Delaware Tech 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.

David Morris
Assistant Vice President for Development
Delaware Technical and Community College
Office of the President
100 Campus Drive
P.O. Box 897
Dover, DE 19903
drmorris@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.

5. Consultants and Legal Counsel

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

6. Contact with Delaware Tech Employees

Direct contact with Delaware Tech employees other than the Delaware Tech Designated Contact regarding this RFP is expressly prohibited without prior consent.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Vendors directly contacting Delaware Tech 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

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. Delaware Tech 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 Delaware Tech and received no later than **1:00 PM (Local Time) on August 29, 2016**. The Proposals

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

David Morris
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 16822-OOPCAPCAMP” 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

Delaware Tech 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. Delaware Tech reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Delaware Tech will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of Delaware Tech 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 Delaware Tech.

9. Concise Proposals

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

10. Realistic Proposals

It is the expectation of Delaware Tech 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.

Delaware Tech 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 Delaware Tech/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.

Delaware Tech 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 Delaware Tech 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.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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 Delaware Tech 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, Delaware Tech 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 Delaware Tech. Delaware Tech 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 Delaware Tech'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 Delaware Tech and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by Delaware Tech, 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 Delaware Tech caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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

Delaware Tech expects to negotiate and contract with only one “prime vendor”. Delaware Tech 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 Delaware Tech as a result of this procurement. Delaware Tech 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 Delaware Tech 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 Delaware Tech.

c. Multiple Proposals

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

14. Sub-Contracting

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

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

15. Discrepancies and Omissions

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify Delaware Tech'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

Delaware Tech will allow written requests for clarification of the RFP. All questions shall be received no later than **August 17, 2016**. All questions will be consolidated into a single set of responses and posted on the State of Delaware's website at www.bids.delaware.gov by the date of **August 23, 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. Delaware Tech's Right to Reject Proposals

Delaware Tech 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 Delaware Tech'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 Delaware Tech may deem necessary in the best interest of Delaware Tech.

17. Delaware Tech's Right to Cancel Solicitation

Delaware Tech reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. Delaware Tech 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 Delaware Tech. Vendor's participation in this process may result in Delaware Tech selecting your organization to engage in

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by Delaware Tech to execute a contract nor to continue negotiations. Delaware Tech may terminate negotiations at any time and for any reason, or for no reason.

18. Delaware Tech's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, Delaware Tech 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 Delaware Tech.

19. Potential Contract Overlap

Vendors shall be advised that Delaware Tech, 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 Delaware Tech. 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. Delaware Tech 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 Delaware Tech.

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 Delaware Tech 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 Delaware Tech 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. Delaware Tech is not bound by any statement related to this RFP made by any Delaware Tech employee, contractor or its agents.

22. Exceptions to the RFP

Any exceptions to the RFP including, but not limited to, Delaware Tech's terms and conditions, Appendix C (Form of Agreement), 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 Delaware Tech. Delaware Tech has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by Delaware Tech and the subsequent full execution of a written contract will constitute a contract, and no

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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, Delaware Tech 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 Delaware Tech 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 Delaware Tech. The award is subject to the appropriate Delaware Tech approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with Delaware Tech 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 Delaware Tech will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

Delaware Tech 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 Delaware Tech may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of Delaware Tech. 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 Delaware Tech, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of Delaware Tech.

2. Proposal Selection Criteria

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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 Delaware Tech 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 (15 points);
 - Capacity to meet requirements including the proposed schedule and the requisite level of service (15 points)
 - Overall quality of the Proposal including its creativity, clarity, conciseness, and feasibility (45 points)
 - Proposed Fees (25 points)
- 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.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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:

| Criteria | Weight |
|--|-------------|
| Experience and reputation | 15 |
| Capacity to meet requirements (size, financial condition, etc.) | 15 |
| Overall quality of the Proposal including its creativity, clarity, conciseness and feasibility | 45 |
| Proposed fees | 25 |
| Total | 100% |

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, Delaware Tech 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, Delaware Tech will pay travel costs only for Delaware Tech personnel for these visits.

5. Oral Presentations

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

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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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 Delaware Tech are the vendor's responsibility.

D. Terms and Conditions

1. General Information

- a. The selected vendor will be required to enter into a written agreement with Delaware Tech the form of which is provided herein and attached as Appendix C. Delaware Tech 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 Delaware Tech. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- b. The selected vendor or vendors will be expected to enter negotiations with Delaware Tech, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- c. Delaware Tech'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.
- d. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a Delaware Tech purchase order signed by two authorized representatives of the agency requesting service, properly processed through Delaware Tech's Accounting Office and the Department of Finance. The 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.
- e. 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.
- f. Delaware Tech reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

2. Collusion or Fraud

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

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of Delaware Tech participated directly or indirectly in the vendor's proposal preparation.

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

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a Delaware Tech employee or agent of Delaware Tech 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, Delaware Tech shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

4. Solicitation of Delaware Tech Employees

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

This paragraph does not prevent the employment by a vendor of a Delaware Tech employee who has initiated contact with the vendor. However, Delaware Tech 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.

a. 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 Delaware Tech 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 Delaware Tech pursuant to this Solicitation must be provided any benefits, including any

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

healthcare benefits by Delaware Tech 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 Delaware Tech is a dual employer or the sole employer of any individual temporary staff person(s) provided to Delaware Tech pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend Delaware Tech to the maximum extent of any liability to Delaware Tech arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should Delaware Tech subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend Delaware Tech 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 Delaware Tech for any liability that arises out of compliance with the ACA prior to the date of hire by Delaware Tech. 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 Delaware Tech's intention to hire.

b. ACA Safe Harbor

Delaware Tech is not the employer of temporary or contracted staff. However, Delaware Tech is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, Delaware Tech 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 Delaware Tech 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. Delaware Tech 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.). Delaware Tech 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.

c. 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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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.

d. Notice

Any notice to Delaware Tech shall be sent by registered mail to:

David Morris
Delaware Technical and Community College
Office of the President
100 Campus Drive
P.O. Box 897
Dover, DE 19903
drmorris@dtcc.edu

e. 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.

f. Performance Bond

There is no Performance Bond requirement.

g. Vendor Emergency Response Point of Contact

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

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State,

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

h. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than 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 Delaware Tech's requirements.

i. Costs and Payment Schedules

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

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

j. Penalties

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

k. 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.

l. 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 Delaware Tech shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

m. 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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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.

n. Vendor Responsibility

Delaware Tech 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 Delaware Tech.

o. 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 Delaware Tech. 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 Delaware Tech.

p. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), Delaware Tech 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 Delaware Tech are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

q. 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 Delaware Tech 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 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.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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.

r. 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.

s. Applicable Law

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

t. 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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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.

u. Assignment Of Antitrust Claims

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

v. 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.

w. 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.

x. 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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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** – Delaware Tech 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 Delaware Tech.
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 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 Delaware Tech.
9. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DTCC 16822-OOPCAMP** 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** – Delaware Tech reserves the right to add terms and conditions during the contract negotiations.

5. RFP Miscellaneous Information

a. No Press Releases or Public Disclosure

Delaware Tech 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 Delaware Tech 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 Delaware Tech.

Delaware Tech 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.

b. 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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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.

c. Production Environment Requirements

Delaware Tech 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.

6. Attachments

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

- 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 (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Pricing Proposal Form
- Appendix C – Proposed form of Agreement

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

[balance of page is intentionally left blank]

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 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 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to gmcnesby@dtcc.edu, **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 2nd Tier report is shown as in Attachment 8.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at gmcnesby@dtcc.edu on the 15th (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.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **DTCC 16822-OOPCAPCAMP** Contract Title: **OOP CAPITAL CAMPAIGN
FEASIBILITY STUDY AND SUPPORT**

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

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

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

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

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

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

Contract No: **DTCC 16822-OOPCAPCAMP**
Contract Title: **OOP CAPITAL CAMPAIGN FEASIBILITY STUDY AND SUPPORT**

DEADLINE TO RESPOND: August 29, 2016

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 _____

STATE OF DELAWARE
DELAWARE TECHNICAL COMMUNITY COLLEGE

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 _____

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Attachment 5

Contract No: **DTCC 16822-OOPCAPCAMP**
Contract Title: **OOP CAPITAL CAMPAIGN FEASIBILITY STUDY AND SUPPORT**

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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Attachment 6

SUBCONTRACTOR INFORMATION FORM

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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

| | | |
|--------------------------------|--|--|
| | | |
| 9b. TITLE OF PERSON SIGNING | | |

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

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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: gmcnesby@dtcc.edu

STATE OF DELAWARE
DELAWARE TECHNICAL COMMUNITY COLLEGE

Attachment 9

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
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.

**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 and the Pricing Proposal Form in Appendix B.
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. 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.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
6. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
8. One (1) complete OSD application (See link on Attachment 9) – 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).

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

APPENDIX B
PRICING PROPOSAL FORM
Pricing Sheet for DTCC 16822-OOPCAPCAMP
Request for Proposal

Option #1:

Fee: Total fee requested for preparation of feasibility study and support of capital campaign:

_____.

Provide breakdown of Fees for feasibility study:

Provide breakdown of fees for campaign support:

Option #2:

Fee: Total fee requested for preparation of feasibility study only: _____.

Provide Breakdown of fees for feasibility study:

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

**Appendix C
Proposed Form of Agreement**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into on this ___ day of _____ 2016, by and between Delaware Technical and Community College ("Delaware Tech") and _____, a _____ (corporation, limited liability company, limited liability partnership, etc.) (“Vendor”). At times herein Delaware Tech and Vendor may be referred to collectively as the “Parties”.

WHEREAS, Delaware Tech desires to enter into an agreement with a reputable professional that is capable of providing services to conduct a feasibility study and act as a consultant for a comprehensive capital campaign (“Services”).

WHEREAS, Vendor has responded to Delaware Tech's Request for Proposal #Delaware Tech 16822-OOPCAMP (“RFP”), attached hereto as Exhibit A and incorporated by reference herein as if fully restated, in its correspondence of _____, 2016 which includes a proposal for _____ services to Delaware Tech (“Proposal”), attached hereto as Exhibit B and incorporated by reference herein as if fully restated.

NOW THEREFORE, the Parties agree as follows:

1. Term. This Agreement shall commence on the date hereof and terminate after the Services have been completed unless terminated earlier pursuant to paragraphs 11, 12, 13, 14, 15, 16, 17, 18 hereof, or other provisions of this Agreement.
2. Scope of Services. Vendor agrees to provide the Services in a good, professional manner as set forth by the terms of this Agreement, the RFP, and the Proposal. The Services shall include, but not are limited to, those obligations of Vendor specified in its Proposal and the RFP. The RFP, including all attachments and appendices, and Proposal are incorporated by reference herein as if fully set forth. Vendor shall complete the Services in the following manner:
 - A. Vendor shall complete the feasibility study on or before October 2, 2016 and transmit the same to Delaware Tech;
 - B. Vendor shall be prepared to provide all support required by Delaware Tech to report the findings of the feasibility study to its Educational Foundation Board on or before October 31, 2016;
 - C. Vendor shall be prepared to provide all support required by Delaware Tech to select a capital campaign planning committee by November 18, 2016;
 - D. Vendor shall provide all support for the conduct of the capital campaign through its duration from December 2016 through December 2017;
 - E. After execution of this Agreement but not later than 10 days thereafter, Delaware Tech and Vendor shall agree to a more specific schedule by which other components of the Services must be provided by Vendor hereunder; in addition Vendor shall provide Delaware Tech the identities of all potential donors, stakeholders, and third parties that Vendor desires to interview as part of the feasibility study research and the identities, training, and background of all employees of Vendor who will conduct the interviews. Delaware Tech shall

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

approve all potential donors and stakeholders and the employees of Vendor conducting the interviews prior to Vendor making any contact with any third party; and

F. Vendor and Delaware Tech, at anytime, may mutually agree to alter the schedule provide above.

3. Compensation. In consideration of performance of the Services, Delaware Tech hereby agrees to make payment to Vendor in an amount not to exceed _____ (\$_____) as set forth in the Proposal. Vendor will submit to Delaware Tech monthly invoices for Services rendered hereunder as the work is completed, and Delaware Tech hereby agrees to make payment to Vendor within thirty (30) days after its receipt of such invoice subject to Delaware Tech's acceptance of the final product. Vendor is responsible for registering with the State of Delaware vendor financial system by following the instructions on EXHIBIT C entitled "W-9 Substitute Form".
4. Governance. Vendor agrees that all personnel, prices, policies, and all other matters pertaining to the Services shall be subject to Delaware Tech's prior approval.
5. Delaware Tech Responsibility. Delaware Tech shall make payment on all invoices within thirty (30) days of receipt.
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 Delaware Tech. 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, including, but not limited to, a State of Delaware Business License, pertaining to the services and equipment and shall post such documents 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 Delaware Tech. Vendor agrees to indemnify, hold harmless, and defend Delaware Tech, 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.
8. Taxes. Vendor shall accept full and exclusive liability for the payment of any and all taxes, wages, tax 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 Delaware Tech 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 to provide the Services under this Agreement. Vendor's employees will adhere to Delaware Tech's policies and regulations regarding personal behavior.

Delaware Tech 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 Delaware Tech's satisfaction or acts in a manner detrimental to the interests of Delaware Tech, as deemed by Delaware Tech in its sole discretion, and Vendor agrees to cooperate with Delaware Tech

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

in the event it undertakes an internal investigation into allegations of impropriety or threatening/concerning behavior regarding an employee of Vendor.

Delaware Tech shall specifically approve all employees who will on behalf of Vendor interview or meet potential donors or stakeholders as part of feasibility study research.

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 Delaware Tech. 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 Delaware Tech, Delaware Technical and Community College Educational Found, and their 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's respective agents, employees, subcontractors or assigns arising out of or in connection with Vendor's performance or failure to perform under this Agreement or in connection with any breach thereof, unless caused by the gross negligence or willful misconduct of Delaware Tech. Vendor shall give prompt written notice of any demand, claim or suit arising hereunder and permit Delaware Tech, 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 Agreement. Certificates of insurance shall be filed with Delaware Tech before Vendor starts its performance hereunder. Certificates shall name Delaware Tech 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 Delaware Tech. If Vendor fails to maintain such insurance or deliver the certificates, Delaware Tech may immediately terminate this Agreement.

13. Ownership of Delaware Tech Intellectual Property. Vendor agrees any data, lists, reports, documents (digital or hard copy), copyrights, logos, donor lists, trademarks, social media accounts, social media content, websites, 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 shall remain the sole property of Delaware Tech. Vendor warrants that any logos, designs, information, documents, websites, social media content, materials, or data provided by it for use by Delaware Tech 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. Vendor agrees that all data, contact information, donor lists, logos, web

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

sites, social media accounts, social media content, trademarks, text, mailing lists, email lists, and material provided by Delaware Tech to Vendor is the intellectual property of Delaware Tech and Vendor shall have no ownership or license in the same. Vendor shall use its best efforts to prevent infringement, appropriate, or unauthorized use of Delaware Tech's intellectual property. Vendor agrees to indemnify, release, hold harmless, and defend Delaware Tech its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages' fees resulting from any unauthorized or improper use or infringement of Delaware Tech's intellectual property by Vendor or any person acquiring such information, directly or indirectly, from Vendor. If Vendor fails in its obligations to protect Delaware Tech's intellectual property, Delaware Tech may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach or otherwise seek injunctive relief after the term of this Agreement as expired. .

14. Confidentiality. Vendor agrees that all information communicated to Vendor by Delaware Tech or its agents, with respect to the Services, including, but not limited to, all mailing or email lists, contact information and 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, or privately use for their own benefit, any confidential information to any other person unless specifically authorized in writing by Delaware Tech 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 Delaware Tech 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, Delaware Tech may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach or otherwise seek injunctive relief after the term of this Agreement as expired.

15. Conflict of Interest. Vendor represents, warrants, covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of Delaware Tech during the duration of this Agreement unless approved by Delaware Tech. A direct competitor of Delaware Tech for purposes of this Agreement is defined as any individual, partnership, corporation, institution of higher education, and/or other business entity that engages in the delivery of post secondary education fundraising for colleges, universities, community colleges, technical schools, trade schools, and any other institution of higher learning in the states of Delaware, Maryland, Virginia, Pennsylvania, and New Jersey. If Vendor breaches this provision, Delaware Tech may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach or otherwise seek injunctive relief after the term of this Agreement as expired.

16. Non-Solicitation. Vendor represents, warrants, covenants and agrees that during the term of this Agreement, Vendor will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of Delaware Tech any employee or independent contractor employed by Delaware Tech while Vendor is performing services for Delaware Tech. If Vendor breaches this provision, Delaware Tech may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach or otherwise seek injunctive relief after the term of this Agreement as expired.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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

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

- A. If 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, Delaware Tech shall thereupon have the right to terminate this Agreement 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 Delaware Tech, 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 Delaware Tech. On receipt of the contract cancellation notice from Delaware Tech, 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 Delaware Tech provides a written acceptance of the vendor response. If Delaware Tech does accept the Vendor's method and/or action plan to correct the identified deficiencies, Delaware Tech will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the Delaware Tech's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion Delaware Tech may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.
- B. By Delaware Tech, without cause and for any reason, upon thirty (30) days written notice. If this Agreement is terminated pursuant to this subparagraph B, Vendor shall continue to provide services to the effective date of termination.

19. Funding Out. This Agreement is contingent on the continuation, and availability of the funding appropriated by the General Assembly of State of Delaware to Delaware Tech, through other state agencies to Delaware Tech, or other federal grants. 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, Delaware Tech shall terminate this Agreement by giving Vendor written notice of such unavailability of funds. All payment obligations of Delaware Tech 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.

20. 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.

21. 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 Delaware Tech:

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

If to Vendor:

22. 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.
23. 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 Delaware Tech 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 Delaware Tech's policies concerning student access to educational records and confidentiality of student records. Vendor shall defend, indemnify and hold Delaware Tech harmless from all liability associated with Vendor's breach of this provision.
24. 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.
25. 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.
26. 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.
27. 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.
28. Interpretation. In the event of any conflict between the terms of this Agreement, the RFP, or the Proposal, the terms of this Agreement shall govern and control.
29. Survival of Obligations. The covenants made by the Parties in this Agreement shall remain in effect following the termination or expiration of this Agreement.
30. Entire Agreement. This instrument and the Exhibits attached hereto contain the entire Agreement of the parties and may not be modified except in writing and signed by both parties.

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

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.

Delaware Tech

VENDOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

EXHIBIT A

Delaware Tech RFP

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

EXHIBIT B

VENDOR'S PROPOSAL

STATE OF DELAWARE
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

EXHIBIT C

W-9 SUBSTITUTE FORM INSTRUCTIONS

Required for State of Delaware vendor/consultant financial system set-up.

Below are instructions to vendors for filing W-9 forms with the State of Delaware Division of Accounting in order to receive payments through the accounting system.

These instructions have been updated as of February, 2013.

Step 1: Go to following website: <http://accounting.delaware.gov/>

Step 2: Under Services section on left, click on Delaware Substitute Form W-9

Step 3: Click the link below to complete and submit a State of DE Substitute W-9

<https://w9.accounting.delaware.gov/W9form.aspx>

Complete information on Substitute Form W-9 and submit

Please note that if you answer yes to “Would you like to receive payment by direct deposit” bank information will automatically be requested.