

STATE OF DELAWARE, DELAWARE TECHNICAL AND COMMUNITY COLLEGE  
**INVITATION TO BID FOR MATERIEL AND NON PROFESSIONAL SERVICES**  
**DTCC MAGAZINE PRINTING SERVICES**  
**ISSUED BY DELAWARE TECHNICAL AND COMMUNITY COLLEGE**  
**CONTRACT NUMBER: DTCC18005-CWMAGAZINE**

**I. Overview**

Delaware Technical and Community College, a Delaware state agency (“DTCC”) seeks printing, distribution, and mailing services for DTCC’s College magazine Fall 2018 and Spring 2019 editions with DTCC options for Fall 2019, Spring 2020, Fall 2020, and Spring 2021.

This is an invitation to bid (“ITB”) by DTCC is published and offered pursuant to Delaware Code Title 29 Section 6923.

Interested firms shall submit one (1) original and two (2) copies of its bid no later than 1:00 p.m., Wednesday, June 27, 2018 to:

Joyce Birch  
Assistant to the Vice President for Strategic Communication and Marketing  
Office of the President  
Delaware Technical and Community College  
100 Campus Drive  
Dover, Delaware 19901  
(302) 857-1614  
Jbirch3@dtcc.edu

DTCC shall accept questions concerning this ITB until 4:00p.m. June 18, 2018 and DTCC respond to all questions by posting an addendum containing responses to all questions on or before June 22, 2018. All bids must be sealed and in writing. Bids received after 1:00 p.m. June 27, 2018 may be rejected and will be returned to the bidder unopened. All submissions will become the property of DTCC and will not be returned unless rejected.

The bid opening will be Wednesday, June 27, 2018, at 2:15 EST p.m. in the Boardroom at DTCC’s Office of the President, 100 Campus Drive Dover, Delaware 19901. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the low bidder(s). The disclosure of additional information, including prices, shall be at the discretion of the procuring agency until such time that the responsiveness of each bid has been determined.

In support of the Governor’s Supplier Diversity Initiatives, all minority and/or women-owned businesses should refer to the OMWBE website at: <http://gss.omb.delaware.gov/omwbe/index.shtml>.

DTCC reserves the right to reject any or all bids or to contact any bidder prior to award for explanation or clarification.

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

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not

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store or transfer non-public DTCC data outside of the United States.

DTCC reserves the right to deny any and all exceptions taken to the ITB requirements.

## **II. Scope of Services.**

DTCC requests formal bids to provide printing, and delivery services for all the following:

1. **Delaware Technical and Community College Magazine, Fall 2018 Edition.**
2. **Delaware Technical and Community College Magazine, Spring 2019 Edition.**
3. **Delaware Technical and Community College Magazine, Fall 2019 Edition. (College Option)**
4. **Delaware Technical and Community College Magazine, Spring 2020 Edition. (College Option)**
5. **Delaware Technical and Community College Magazine, Fall 2020 Edition. (College Option)**
6. **Delaware Technical and Community College Magazine, Spring 2021 Edition. (College Option)**

See Appendix B for Technical Requirements/Scope of Work and time table for responses.

All conforming bids shall contain pricing for all print jobs described herein but DTCC shall retain the option to award part or all of the jobs bid.

## **III. Required Information**

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

### **A. Minimum Requirements**

Each Offeror shall set forth the following information in their bid:

1. A bid response cover letter /transmittal letter with proposed fee structure and terms of payment including the price for printing the publications and a statement agreeing to adhere to the Scope of Work and response times; the letter shall include a bid for all print and distribution job provided here.
2. Company profile to include a brief history of the company; years in business; type of organization; size of company and professional affiliations.
3. A summary of the Offeror's recent prior experience providing printing services of the scope and type requested herein including a work sample.
4. A list of current contracts for similar services provided by Offeror to others, including a description of the services provided.
5. Location of Offeror's main office and any branch offices.

### **B. Evaluation**

The bid with the lowest bid will be awarded.

The selection process will be conducted in accordance with 29 Delaware Code Chapter 69.

## **IV. ITB Administrative Information**

### **A. ITB Issuance**

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**1. Obtaining Copies of the ITB**

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

**2. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this ITB 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 bids.

**3. ITB Designated Contact**

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

Joyce Birch  
Assistant to the Vice President for Strategic Communication and Marketing  
Office of the President  
Delaware Technical and Community College  
100 Campus Drive  
Dover, Delaware 19901  
(302) 857-1614  
Jbirch3@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.

**4. Consultants and Legal Counsel**

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

**5. Contact with DTCC Employees**

Direct contact with DTCC employees other than DTCC Designated Contact regarding this ITB is expressly prohibited without prior consent. Vendors directly contacting DTCC employees risk elimination of their bid 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.

**6. 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 ITB.

**7. Exclusions**

DTCC reserves the right to refuse to consider any bid 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

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- 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 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. ITB 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 ITB, including all forms, appendices, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Bids**

Interested firms shall submit one (1) original and two (2) copies of its bid no later than 1:00 p.m. EST June 27, 2018 to:

Joyce Birch  
Assistant to the Vice President for Strategic Communication and Marketing  
Office of the President  
Delaware Technical and Community College  
100 Campus Drive  
Dover, Delaware 19901  
(302) 857-1614  
Jbirch3@dtcc.edu

All bids must sent via mail, Federal Express or UPS and be sealed and in writing. Bids received after than 1:00 p.m. EST June 27, 2018 may be rejected. All submissions will become the property of DTCC and will not be returned unless rejected.

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DTCC18005-CWMAGAZINE” on the outside of the bid submission package.**

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

**3. Bid Modifications**

Any changes, amendments or modifications to a bid 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 bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

**4. Bid Costs and Expenses**

DTCC will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including bid preparation, printing or delivery, attendance at vendor’s conference, system demonstrations or negotiation process.

**5. Bid Expiration Date**

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

**6. Late Bids**

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

**7. Bid Opening**

The bid opening will be Wednesday, June 27, 2018, at 2:15 p.m. in the Boardroom at DTCC's Office of the President 100 Campus Drive Dover, Delaware 19901. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the low bidder(s). The disclosure of additional information, including prices, shall be at the discretion of the procuring agency until such time that the responsiveness of each bid has been determined.

**8. Non-Conforming Bids**

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

**9. Concise Bids**

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

**10. Realistic Bids**

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

DTCC shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the bid.

**11. Confidentiality of Documents**

Subject to applicable law or the order of a Delaware court to the contrary, all documents submitted as part of the vendor's bid will be treated as confidential during the evaluation process. As such, vendor bids will not be available for review by anyone other than DTCC 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.

DTCC as a state agency is required to comply with Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that DTCC'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 bid is received by DTCC and a decision on contract award is made, the content of selected and non-selected vendor bids will likely become subject to FOIA's public disclosure obligations.

DTCC wishes to create a business-friendly environment and procurement process. As such, DTCC 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"). Bids must contain sufficient information to be evaluated. If a vendor feels that they

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cannot submit their bid without including confidential business information, they must adhere to the following procedure or their bid may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

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

Vendor(s) may submit portions of a bid considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific ITB 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 bid accompanied by such a separate, sealed envelope, DTCC will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on DTCC. DTCC shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a bid or using the procedures discussed herein expressly accepts the State'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 bid may enter the public domain.

**12. Price Not Confidential**

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

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

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

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

**a. Primary Vendor**

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

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

Nothing in this section shall prohibit DTCC from the full exercise of its options under Section IV.B.18 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 bid, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by DTCC.

### **c. Multiple Bids**

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

## **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 bid, and subcontractors must be identified by name. Any sub-contractors must be approved by DTCC.

## **15. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their bid, and for examining this ITB 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 ITB, vendor shall notify DTCC's Designated Contact, in writing, of such findings at least ten (10) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of vendor's bid upon which award could not be made. All unresolved issues should be addressed in the bid.

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 bids.

## **16. DTCC's Right to Reject Bids**

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

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

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

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

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

Pursuant to 29 Del. C. 6926, DTCC may award a contract for a particular materiel or non-professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of DTCC.

**19. Potential Contract Overlap**

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

**20. Notification of Withdrawal of Bid**

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

Bids become the property of DTCC at the bid submission deadline. All bids received are considered firm offers at that time.

**21. Revisions to the ITB**

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

**22. Exceptions to the ITB**

Any exceptions to the ITB, or DTCC's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Award of Contract**

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

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

The successful Offeror will be required to execute a formal written agreement in the form attached hereto as Attachment 1 within twenty (20) days following notice of award. The bid, submitted along with the requirements included within this ITB, shall constitute the preliminary substance of the agreement between DTCC and Offeror. All terms reasonably contemplated by the provisions herein, whether expressly stated or implied, will be included in and thus become part of the final draft of the agreement.

**a. ITB Award Notifications**

Once the contract terms and conditions have been finalized, DTCC will award the contract.

After a final selection is made, the winning vendor will be invited to negotiate a contract with DTCC; 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. ITB Evaluation Process**

DTCC will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k).

Personnel with experience and technical background may be utilized by DTCC in making judgment. In case of error in price extension, the unit price(s) shall prevail.

**1. Bid Clarification**

DTCC may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a bid. Bids may not be modified as a result of any such clarification request.

**2. References**

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

**D. Terms and Conditions**

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**1. General Information**

a. The selected vendor will be required to enter into a written agreement with DTCC in the form of that provided herein in Attachment 1. DTCC reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a bid submitted in response to this ITB. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by DTCC. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

b. The selected vendor or vendors will be expected to enter negotiations with DTCC, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This ITB and the selected vendor's response to this ITB will be incorporated as part of any formal contract.

c. The successful vendor shall promptly execute a contract incorporating the terms of this ITB within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DTCC purchase order signed by two authorized representatives of the agency requesting service, properly processed through State of Delaware 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.

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

**2. Collusion or Fraud**

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

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

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

**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 DTCC employee or agent of DTCC concerning this ITB or the award of a contract resulting from this ITB shall have their bid immediately rejected and shall be barred from further participation in this ITB.

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 ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty,

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DTCC shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

**4. Solicitation of DTCC Employees**

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

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

**5. Additional Conditions**

**a. 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.

**b. PERFORMANCE BOND**

**There is no Performance Bond requirement.**

**c. Costs and Payment Schedules**

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

**d. Non-discrimination**

In performing the services subject to this ITB 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, pregnancy, 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.

**e. Covenant against Contingent Fees**

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The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty DTCC shall have the right to annul the 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.

**f. Vendor Activity**

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

**g. Vendor Responsibility**

DTCC will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB 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 bid by completing Attachment 6, and are subject the approval and acceptance of DTCC.

**h. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**i. Fair Background Check Practices**

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

**j. 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 the DTCC's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central

Registry at:

<https://sexoffender.dsp.delaware.gov/>

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

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

By DTCC 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.

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

N/A

**l. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the DTCC.

**m. Contract Documents**

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

These documents will constitute the entire agreement between DTCC and the vendor.

**n. Applicable Law**

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

In submitting a bid, 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;

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3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the bid 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, DTCC reserves the right to disregard the bid, 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.

**o. Severability**

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

**p. 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.

**q. 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 DTCC, 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 DTCC 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 DTCC for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**E. ITB Miscellaneous Information**

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

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

**2. Definitions of Requirements**

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

**3. Production Environment Requirements**

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

**F. Attachments**

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

- Attachment 1– Proposed Form of Agreement
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 6 – Office of Supplier Diversity Application
- Appendix A- MINIMUM MANDATORY SUBMISSION REQUIREMENTS
- Appendix B- SCOPE OF WORK AND TECHNICAL REQUIREMENTS

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**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, and 4 must be included in your bid**
- Attachment 5 must be included in your bid if subcontractors will be involved
- **AGENCIES MAY NOT REMOVE SUBCONTRACTING 2<sup>ND</sup> TIER REPORTS** – Reporting is required by Executive Order.
- In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.
- Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

**Attachment 1  
Proposed Form of Agreement**

AGREEMENT

This Agreement (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Delaware Technical and Community College ("DTCC") and \_\_\_\_\_ (“Vendor”). At times herein DTCC and Vendor may be referred to collectively as the “Parties”.

WHEREAS, DTCC desires to enter into an agreement with a reputable partner that is capable of delivering printing, distribution, and mailing services to DTCC (“Services”).

WHEREAS, Vendor responded to DTCC's invitation to bid DTCC18005-CWMAGAZINE ("ITB"), attached hereto as Exhibit A and incorporated by reference herein as if fully restated, with a bid for printing, distribution, and mailing services for DTCC’s Magazine fall 2018 and spring 2019 editions, respectively ("Bid"), attached hereto as Exhibit B and incorporated by reference herein as if fully restated herein;

WHEREAS, DTCC desires to award a portion, but not all, of the Services set forth in the ITB to Vendor;

NOW THEREFORE, the Parties agree as follows:

1. Term. This Agreement shall commence on the date hereof and terminate on September 30, 2019 unless terminated earlier pursuant to paragraphs 12, 13, 14, 16 and 17 hereof, or other provisions of this Agreement. The foregoing notwithstanding DTCC shall have an option to extend this Agreement for four (4) additional editions of the magazine for Fall 2019, Spring 2020, Fall 2020, and Spring 2021.

DTCC shall exercise its option to extend this agreement by providing written notice to Vendor by September 15 of each year for the Fall editions and January 15 of each year for the Spring editions. DTCC shall update all Exhibits and the scope of work of the ITB if it exercises its option to extend the terms of this Agreement hereunder.

2. Scope of Services. Vendor agrees to provide the Services in a good, professional manner. The services shall include, but not be limited to, those obligations of Vendor specified in its original response ("Bid") to the ITB. The ITB, including all attachments and appendices, and Bid are incorporated by reference herein as if fully set forth. Vendor further agrees to perform such other duties as may be necessary or desirable, in DTCC’s reasonable judgment, to implement and maintain high quality. Vendor agrees to provide the Services consistent with the scope of work, technical requirements, and response times set forth on Exhibit C hereto which is incorporated by reference as if fully set forth herein.

3. Compensation. In consideration of performance of the Services set forth in section 2 hereof, DTCC hereby agrees to make payment to Vendor in the total amount not to exceed \_\_\_\_\_ DOLLARS (\$) ) for the Services which is allocated

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as follows:

- (A) \$ \_\_\_\_\_ Fall 2018 Edition;
- (B) \$ \_\_\_\_\_ Spring 2019 Edition;
- (C) \$ \_\_\_\_\_ Fall 2019 Edition. (DTCC option-exercise by September 15, 2019)
- (D) \$ \_\_\_\_\_ Spring 2020 Edition. (DTCC option-exercise by January 15, 2020)
- (E) \$ \_\_\_\_\_ Fall 2020 Edition. (DTCC option-exercise by September 15, 2020)
- (F) \$ \_\_\_\_\_ Spring 2021 Edition. (DTCC option-exercise by January 15, 2021)

Vendor will submit to DTCC monthly invoices for Services rendered hereunder as the work is completed, and DTCC hereby agrees to make payment to Vendor within thirty (30) days after its receipt of such invoice subject to DTCC'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 D 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 DTCC's prior approval.

5. DTCC Responsibility. DTCC 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 DTCC. Vendor shall not subcontract nor permit anyone other than employees of Vendor to perform any of the services without the prior written consent of DTCC.

7. Government Approvals and Compliance. 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 DTCC. Vendor agrees to indemnify, hold harmless, and defend DTCC, its agents, employees, officers, and trustees, harmless from and against all liability, demands, claims, expenses, suits, losses, damages, causes of action, fines, and judgments (including attorneys' fees) resulting directly or indirectly from Vendor's non-compliance herewith.

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8. Taxes. Vendor shall accept full and exclusive liability for the payment of any and all 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 DTCC harmless from the payment of any and all such taxes and contributions, or penalties.
9. Personnel. Vendor's employees assigned to perform services under this Agreement shall remain employees of Vendor and shall in no event be considered agents or employees of DTCC. Vendor agrees that its employees assigned to perform services under this Agreement will have and maintain appropriate credentials and certifications related to the services performed.
10. Indemnification. Vendor will indemnify, release, hold harmless, and defend DTCC, its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages, causes of action, fines, and judgments (including attorneys' fees) resulting from the acts or omissions of Vendor'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 DTCC. Vendor shall give prompt written notice of any demand, claim or suit arising hereunder and permit DTCC, at its option, to defend against the same.
11. Non Assignment. Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other party, except that, upon written notice, a party may assign or transfer to an entity acquiring all or substantially all of the assets of that party, whether by acquisition of assets or shares, or by merger or consolidation. Any assignment in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

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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 DTCC before Vendor starts its performance hereunder. Certificates shall name DTCC an additional insured (except for worker's compensation insurance) and contain a provision that no cancellation or material change in the policies will become effective except upon thirty (30) days written notice to DTCC. If Vendor fails to maintain such insurance or deliver the certificates, DTCC may immediately terminate this Agreement.
13. Ownership of DTCC Intellectual Property. Vendor agrees any data, reports, documents (digital or hard copy), copyrights, logos, trademarks, 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 DTCC. Vendor warrants that any information, documents, materials, or data provided by it for use by DTCC pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. Vendor shall be solely responsible for ensuring that any materials provided by Vendor pursuant to this Agreement satisfy this requirement. Vendor agrees that all logos, trademarks, text, mailing lists, and material provided by DTCC to Vendor is the intellectual property of DTCC 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 DTCC's intellectual property. Vendor agrees to indemnify, release, hold harmless, and defend DTCC its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages' fees resulting from any unauthorized or improper use or infringement of DTCC's intellectual property by Vendor or any person acquiring such information, directly or indirectly, from Vendor. If Vendor fails in its obligations to protect DTCC's intellectual property, DTCC may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach.
14. Confidentiality. Vendor agrees that all information communicated to Vendor by DTCC, with respect to the Services, including, but not limited to, all mailing lists 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 any confidential information to any other person unless specifically authorized in writing by DTCC to do so, except to the extent disclosure is required by subpoena or an order from a court of competent jurisdiction. Vendor shall use its best efforts to prevent inadvertent disclosure of any confidential information to any third party. Vendor agrees to indemnify, release, hold harmless, and defend DTCC its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages' fees resulting from any use or disclosure of confidential information by Vendor or any person acquiring such information, directly or indirectly, from Vendor. If Vendor fails to maintain confidentiality, DTCC may immediately terminate this Agreement without

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waiving or relinquishing a right or remedy to seek damages from breach.

15. Advertising. Vendor agrees that it will not, in the course of the performance of this Agreement or thereafter, use DTCC's name in any advertising or promotional media as a customer or client of Vendor, without the prior written consent of DTCC.
16. Termination. This Agreement may be terminated as follows:
  - A. 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, DTCC 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 DTCC, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State. On receipt of the contract cancellation notice from DTCC, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless DTCC provides a written acceptance of the vendor response. If DTCC does accept the Vendor's method and/or action plan to correct the identified deficiencies, DTCC will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the DTCC's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion DTCC may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.
  - B. By DTCC, without cause and for any reason, upon twenty (20) 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.

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17. Funding Out. This Agreement is contingent on the continuation, and availability of the funding appropriated by the General Assembly of State of Delaware to DTCC. Accordingly, if the funding or appropriations cease or are exhausted based upon previously available funds or appropriations, the Agreement will terminate due to lack of funding. In such circumstances, DTCC shall terminate this Agreement by giving Vendor written notice of such unavailability of funds. All payment obligations of DTCC will cease upon the date of termination specified in such notice; provided, however, that Vendor shall be paid all amounts due and owing under this agreement through the date of termination.
18. Non waiver. The failure of either party to insist upon the performance of any terms or conditions of this Agreement, or to exercise any right or privilege conferred hereby, shall not be construed as a waiver of such terms, conditions, rights or privileges, but the same shall instead continue and remain in full force and effect.
19. Notices. All notices or other communications shall be in writing and shall be deemed to have been duly given if sent certified mail, return receipt requested, to the respective addresses herein designated, or to such other addresses as may be designated, in the manner provided for in this paragraph by either party:

IF TO DTCC:

Dr. Christine Gillan  
Vice President for Strategic Communication and Marketing  
Office of the President  
Delaware Technical and Community College  
100 Campus Drive  
Dover, Delaware 19904

If to Vendor:

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

20. Anti-discrimination. The parties agree that, in the performance of this Agreement, no person shall, on the basis of race, color, creed, religion, sex, national origin, age, disability, genetic information, marital status, veteran status, sexual orientation, gender orientation, gender identity or pregnancy, be subjected to any discrimination prohibited by law.
21. Family Educational Rights and Privacy Act. Vendor shall not disclose or release any educational record or other information concerning a student to any person, group or entity other than DTCC without the student's prior written consent and shall otherwise comply with the provisions of the Family Educational Records Privacy Act of 1974, as amended, and DTCC's policies concerning student access to educational records and confidentiality of student records. Vendor shall defend, indemnify and hold DTCC harmless from all liability associated with Vendor's breach of this provision.
22. 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.

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23. 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.

24. 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.

25. 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.

26. Interpretation. In the event of any conflict between the terms of this Agreement, the ITB, or the Bid, the terms of this Agreement shall govern and control.

27. 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.

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 TECHNICAL  
AND COMMUNITY COLLEGE

\_\_\_\_\_ (SEAL) Dated: \_\_\_\_\_  
Dr. Mark T. Brainard  
President

VENDOR

\_\_\_\_\_ (SEAL) Dated: \_\_\_\_\_

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EXHIBIT A  
INVITATION TO BID  
DTCC 18005-CWMAGAZINE

STATE OF DELAWARE, DELAWARE TECHNICAL AND COMMUNITY COLLEGE  
EXHIBIT B  
VENDOR'S BID

STATE OF DELAWARE, DELAWARE TECHNICAL AND COMMUNITY COLLEGE  
EXHIBIT C

**SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

EXHIBIT D

**W-9 SUBSTITUTE FORM INSTRUCTIONS**

State of Delaware – Delaware Technical Community College W-9 eSupplier Portal Form Instructions  
Required for State of Delaware vendor/consultant financial system set-up.

Below are instructions to vendors/consultants for securely 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 effective May 7, 2018. Please note, IRS W-9 hardcopy forms are not acceptable and DTCC staff are not permitted to speak for or submit information on a vendor's behalf.

- Step 1: Go to following website: <http://accounting.delaware.gov>
- Step 2: Under Suppliers section on right, click on State of Delaware eSupplier Portal (also located under SERVICES & INFORMATION)
- Step 3: Click the link below to access the State of Delaware eSupplier Portal:
  - o <https://esupplier.erp.delaware.gov>

Complete information within User/Supplier Registration to create a New Supplier registration which includes establishing a user id and password. The final step submits your registration for approval. You will receive an email confirmation of your submission for approval. Once your registration has been approved by the Supplier Maintenance team, your Supplier record will be established and you will receive an email with your Supplier ID.

Please note that if you would you like to receive payment by direct deposit, bank information will automatically be requested.

Existing Suppliers will use User Registration to establish a user id and password and only need to be completed the first time using the new eSupplier Portal. Existing Suppliers in active status with a valid IRS Taxpayer ID (SSN or EIN) receive an email with an access code by May 8, 2018 (following initial implementation of the new eSupplier Portal).  
If you have not received an existing Supplier access code, please contact Supplier Maintenance.

Additional instructions/resources available at: <https://accounting.delaware.gov/eSupplier%20Portal%20Overview.pdf> and/or FAQs at [https://esupplier.erp.delaware.gov/psc/fn92pdesup/SUPPLIER/ERP/c/SCP\\_PUBLIC\\_MENU\\_FL.SCP\\_PUB\\_FAQ\\_CMP\\_FL.GBL](https://esupplier.erp.delaware.gov/psc/fn92pdesup/SUPPLIER/ERP/c/SCP_PUBLIC_MENU_FL.SCP_PUB_FAQ_CMP_FL.GBL).

If you have any process questions or to check the status of your W-9, please call (302)672-5000 or email [FSF\\_Supplier\\_Maintenance@state.de.us](mailto:FSF_Supplier_Maintenance@state.de.us) to reach a member of the State of Delaware Division of Accounting Supplier/Vendor Maintenance Team.

**CONTRACT TITLE:** DTCC MAGAZINE PRINTING SERVICES

**DEADLINE TO RESPOND:** Enter Contract Due Date at 1:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

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

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 DTCC.

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 \_\_\_\_\_ DTCC LICENSE

COMPANY CLASSIFICATIONS:  CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	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 \_\_\_\_\_

STATE OF DELAWARE, DELAWARE TECHNICAL AND COMMUNITY COLLEGE

CONTACT \_\_\_\_\_

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

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

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

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

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

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

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

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

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



DTCC


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



DTCC


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



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

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

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

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



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

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

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

**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 Invitation to Bid including Prices for all print jobs and delivery services and Applicant's experience, if any, providing similar services.
2. The remaining vendor bid package shall identify how the vendor proposes meeting the contract requirements, including dates of completion and mailing, and shall include pricing.
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 ITB 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 Subcontractor Form (See Attachment 5)- if necessary.
7. One (1) complete OSD application (See link on Attachment 6) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's bid. **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 bid, please make note in your submission package.

Vendors shall provide bid packages in the following formats:

1. Three (3) paper copies of the vendor bid paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor bid 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).

DTCC  
**APPENDIX B**  
**SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**Frequency:** Two editions a year (Fall- September/October, Spring- March/April)

**Size:** 8.375" x 10.875" finish trim size with bleeds

**Composition:** Files furnished (PDF/Adobe InDesign)

**Pre-Press:** Press ready files supplied

**Proof:** Color calibrated proofs, electronic proof

**Ink:** 4/4 – 4-color process throughout magazine with bleeds

**Cover:** 4 pp, 100# gloss text for cover

**Text stock:** 32 pp, 70# gloss text for interior pages

**Finishing:** fold, collate

**Binding:** saddle stitched

**Total Print Quantity:** 50,000 per edition

**Mailing Quantity:** varies, approximately 45,500

Extra copies delivered to three campus locations.

**Printer address labeling/mail preparation:**

- Inkjet address and barcode from provided mailing list (Excel)
- De-dupe records
- Add "or current resident" line to name/address labels
- Mailing flat, no tabs required
- Mail preparation with all paperwork for post office
- Address, sort, mail and deliver to Wilmington Post Office

**Delivery:** Flat pieces magazines delivered to three separate locations (Georgetown, Dover, and Newark), mailing pieces delivered to Wilmington, Delaware mail center.

Vendor is responsible for all distribution and mailing. Printing shall be completed and mailed within twenty-one (21) calendar days of Vendor's receipt of final specifications and mailing list from DTCC.

(end of ITB)