REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
CULINARY EXPANSION AT DTCC STANTON CAMPUS ISSUED BY
DELAWARE TECHNICAL COMMUNITY COLLEGE
CONTRACT NUMBER DTCC C94520ED1

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I. Overview

Delaware Technical Community College, seeks professional services to provide architectural design, engineering, and contract management services for an expansion to the Culinary program at the Stanton Campus of Delaware Technical Community College in Dover, Delaware. This request for proposals ("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	April 10, 2020
Deadline for Questions	April 24, 2020
Response to Questions Posted by:	April 29, 2020
Deadline for Receipt of Proposals Time)	May 7, 2020
Estimated Notification of Award	May 29, 2020

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

Delaware Technical Community College reserves the right to deny any and all exceptions taken to the RFP requirements.

NON MANDATORY PREBID MEETING

A pre-bid meeting has been scheduled for April 20, 2020
This is not a mandatory meeting. The meeting will take place at 10:00 am in the Large Conference Room, Rm A112, Stanton Campus, 400 Stanton Christiana Road, Newark, Delaware 19713.

II. Scope of Services

See Appendix B.

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 the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
   Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.

3. Complete all appropriate attachments and forms as identified within the RFP.

4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the solicitation, Section V, Item 2, subsection c (insurance).

B. General Evaluation Requirements

1. Understanding of the project
   a. State your firms understanding of the project and the issues surrounding the successful delivery.

2. Experience
   a. Demonstrate the firms experience related to design and construction of public school/higher education projects with an emphasis on demonstrated ability in the State of

Delaware. Include a minimum of three (3) client references.

b. Demonstrate the firms experience with projects of the type identified in the Scope of Work.

3. Expertise
   a. Provide an organizational chart identifying key staff and key consultants
   b. Provide resumes for key staff and consultants identifying relevant experience, education, registrations, etc.

4. Defined approach
   a. Defined approach the firm/team will take on the project

5. Geographical location of the firm relative to the project site.

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. 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, identified in paragraph #4 below, 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 Technical Community College. Address all communications to the person listed below; communications made to other Delaware Technical Community College 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.

Mark DeVore, P.E., Collegewide Director of Facilities
100 Campus Drive
Office of the President
Dover, Delaware 19904
mark.devore@dtcc.edu
(302) 857-1654

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. 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.

6. Contact with Delaware Tech Employees

Direct contact with Delaware Tech employees other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. 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. 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.
- **g.** Has such a negative reputation or standing in the community that entering into an agreement with the Vendor could cause harm to Delaware Tech or which could reasonably be expected to lead to unwanted or unfavorable publicity to the College.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a proposal, 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 six (6) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. All properly sealed and marked proposals are to be sent to Delaware Technical Community College and received no later than **3:00 PM (Local Time)** on May 7, 2020.

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

Mark DeVore, P.E., Collegewide Director of Facilities
100 Campus Drive
Office of the President
Dover, Delaware 19904

Vendors are directed to clearly print "PROPOSAL ENCLOSED" and "CONTRACT NO. DTCC C94520ED1 on the outside of the 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 Technical Community College 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 proposer at least through January 1, 2021. Delaware Technical Community College 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

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

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 Technical Community College.

9. Concise Proposals

Delaware Technical Community College 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 Technical and Community College's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of Delaware Technical Community College 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 Technical Community College 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 Technical Community College/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies, including Delaware Technical Community College 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 Technical Community College 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.

Delaware Technical Community College wishes to create a business-friendly environment and procurement process. As such, Delaware Technical Community College 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 Technical Community College 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 Technical Community College 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 Technical Community College. Delaware Technical Community College 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 Technical Community College absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor assumes the risk that confidential business information included 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. Discrepancies and Omissions

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

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. RFP Question and Answer Process
Delaware Technical Community College will allow written requests for clarification of the RFP. All questions shall be received no later than: April 24, 2020
All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of April 29, 2020

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 formatted in Microsoft Word.

16. Delaware Tech's Right to Reject Proposals
Delaware Technical Community College reserves the right to accept or reject all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in Delaware Technical Community College'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 Technical Community College may deem necessary in the best interest of Delaware Tech.

17. Delaware Tech's Right to Cancel Solicitation
Delaware Technical Community College reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. Delaware Technical Community College 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 Technical Community College. Vendor's participation in this process may result in Delaware Technical Community College 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 Delaware Technical Community College to execute a contract nor to continue negotiations. Delaware Technical Community College 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 Technical Community College 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. 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 the Delaware Tech at the proposal submission deadline. All proposals received are considered firm offers at that time.

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

21. Exceptions to the RFP
Any exceptions to the RFP, or Delaware Technical Community College's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

22. Business References
Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

23. Award of Contract
The final award of a contract is subject to approval by Delaware Technical Community College. Delaware Technical Community College 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 Technical Community College and the subsequent full execution of a written contract, which shall be an AIA form B101-2017 with **Delaware Tech's** amendment thereto, will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, Delaware Technical Community College 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.

The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with Delaware Technical Community College; 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 Technical Community College will evaluate proposals on a variety of quantitative criteria.

Delaware Technical Community College 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 Technical Community College may deem necessary to make a decision.

1. **Proposal Evaluation Team**
   The Proposal Evaluation Team shall be comprised of representatives of Delaware Technical Community College. 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. Professional services for this solicitation are considered under 29 *Del. C*. §6982(a). The Team will negotiate with the qualified firm designated 1st on the preference list. Should the Team be unable to negotiate a satisfactory contract with the qualified firm designated to be first on the preference list, at a price the Team determines to be fair and reasonable, negotiations with that firm shall be formally terminated. The Team may negotiate with the remaining firms by order of ranking. At any point in the negotiations process, the Team may, at its discretion, terminate negotiations with any or all firms. 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(a), to award a contract to the successful vendor in the best interests of Delaware Technical Community College.

2. **Proposal Selection Criteria**
   The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.
   The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by Delaware Technical Community College 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 that is best advantageous to the College.
   - 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 best interests of the 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
Understanding of the project	**15**
Experience	**30**
Expertise	**10**
Defined Approach	**35**
Geographic Location	**10**
Total	**100%**

For award under 29 *Del. C.* § 6982(a), pricing shall not be solicited for comparison of vendors. Delaware Tech may require the firm receiving the award to execute a truth-in-negotiation certificate stating the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

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 Technical Community College 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 Technical Community College will pay travel costs only for State of Delaware 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.

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 Technical Community College are the vendor's responsibility.

V. Terms and Conditions

1. General Information

a. The selected vendor or vendors will be expected to enter negotiations with Delaware Technical Community College. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

b. If awarded, Vendor shall execute a contract which shall be AIA form B101-2017 with **Delaware Tech's** amendment thereto. See Attachment 7 hereof. Any proposed modifications to the terms and conditions of this contract are subject to review and approval by Delaware Technical Community College.

c. 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 State of Delaware purchase order signed by two authorized representatives of Delaware Technical Community College requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the scope of work 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.

e. Contract period shall be two (2) years or upon completion of the project. Delaware Technical Community College reserves the right to extend this contract on a month-to-month basis for a period of up to six months after the term of the full contract has been completed.

2. General Contract Terms

a. Licenses and Permits

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

Prior to receiving an award, the successful vendor shall either furnish Delaware Technical Community College 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.

b. Notice

Any notice to Delaware Technical Community College required under the contract shall be sent by registered mail to:

Mark DeVore, P.E., Collegewide Director of Facilities
100 Campus Drive
Office of the President
Dover, Delaware 19904

c. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of Delaware Technical Community College.

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

a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.

i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

ii. Commercial General Liability
$1,000,000.00 per occurrence/$3,000,000 per aggregate.

b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.

i. Medical/Professional Liability
$1,000,000.00 per occurrence/$3,000,000 per aggregate

ii. Miscellaneous Errors and Omissions
$1,000,000.00 per occurrence/$3,000,000 per aggregate

iii. Product Liability
$1,000,000 per occurrence/$3,000,000 aggregate

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

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than $100,000 each person and $300,000 each accident.

ii. Automotive Property Damage (to others) - $25,000

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

5. Delaware Technical Community College shall not be named as an additional insured.

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

d. 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 temporary staff person(s) provided pursuant to this Solicitation must be provided any benefits, including healthcare benefits by Delaware Tech.

e. Performance Requirements

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

f. BID BOND

There is no Bid Bond Requirement.

g. PERFORMANCE BOND

There is no Performance Bond requirement.

h. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between Delaware Technical Community College and the successful vendor shall constitute the contract between Delaware Technical Community College and the Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

contract, Delaware Tech's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between Delaware Technical Community College and the Vendor.

i. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

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

VI. 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(s)
- Attachment 7 – Proposed Form of Agreement, AIA B101-2017 and Delaware Tech's amendment thereto.
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

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STATE OF DELAWARE
Delaware Technical Community College

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DTCC C94520ED1 Contract Title: **CULINARY EXPANSION AT STANTON CAMPUS**

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.

STATE OF DELAWARE
DELAWARE TECHNICAL COMMUNITY COLLEGE

Attachment 2

CONTRACT NO.: **DTCC C94520ED1**
CONTRACT TITLE: **CULINARY EXPANSION AT DTCC STANTON CAMPUS**

NON-COLLUSION STATEMENT:

This is to certify that the undersiged 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 Delaware Technical 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 Delaware Technical Community College.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply
	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

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

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
DELAWARE TECHNICAL COMMUNITY COLLEGE

Contract No. DTCC C94520ED1

Attachment 3

Contract Title: **CULINARY EXPANSION AT DTCC STANTON CAMPUS**

EXCEPTION FORM

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

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

Paragraph # and page #	**Exceptions to Specifications, terms or conditions**	**Proposed Alternative**

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

STATE OF DELAWARE
DELAWARE TECHNICAL COMMUNITY COLLEGE

Attachment 4

Contract No. DTCC C94520ED1
Contract Title: **CULINARY EXPANSION AT DTCC STANTON CAMPUS**

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

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

STATE OF DELAWARE
DELAWARE TECHNICAL COMMUNITY COLLEGE

Attachment 5

Contract No. DTCC C94520ED1

Contract Title: **CULINARY EXPANSION AT DTCC STANTON CAMPUS**

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 OR DELAWARE TECH PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
DELAWARE TECHNICAL COMMUNITY COLLEGE

Contract No. DTCC C94520ED1
Contract Title: CULINARY EXPANSION AT DTCC STANTON CAMPUS

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. ENTER CONTRACT NUMBER	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		

6a. NAME OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		

PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

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

STATE OF DELAWARE
DELAWARE TECHNICAL COMMUNITY COLLEGE

Attachment 7

Proposed Form of Agreement AIA

Form B101-2017

And

Delaware Tech amendment thereto

Amendment 1
To
Architectural Services Agreement
Between
Delaware Technical Community College
And
_____

The parties hereby agree that the attached AIA Document B101 – 2017 shall be amended as set forth herein. The parties hereby further expressly agree that the terms of this amendment shall govern in the event of a conflict between the terms of the attached agreement or any document referenced therein, including, but not limited to, any document identified in Article 13 thereof, and that any contrary provision of any such document shall be superseded hereby.

1. By signing this Agreement, the Architect swears that he has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services, to solicit or secure this agreement, and that he has not been paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement;

2. All civil engineering services for basic site design shall be included within the scope of Basic Services under Article 3;

3. The Architect shall prepare a detailed construction cost estimate using unit in-place methods with breakdowns including costs of labor, material, overhead and profit, which shall be included within the scope of Basic Services under Article 3;

4. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents, which shall be included within the scope of Basic Services under Article 3. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's judgment to permit adequate review;

5. The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect, shall be subject to other remedies available to Owner at law or in equity;

6. Architect shall provide services in connection with the evaluation of substitutions proposed by the Contractor and making subsequent revisions to Drawing, Specifications and other documentation resulting therefrom, which shall be included within the scope of Basic Services under Article 3;

7. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the later of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work;

8. The Architect shall prepare and distribute meeting minutes during the design and construction phases of the Project, which shall be included within the scope of Basic Services under Article 3;

9. Architect shall cause archival quality (mylars) "as-built" drawings to be deposited in the Hall of Records. Providing such record drawings will be considered a Basic Service of the Architect. Upon completion of the project and the recordation of all as-built information, the Architect shall provide to the Owner two (2) copies of all Drawings and the Project Manual on CD-Rom. Drawings must be provided in .dwg format and be compatible with AUTOCAD by Autodesk; Project Manual must be compatible with Microsoft Word (consult with the Owner for program version requirements). In addition to the drawing files, the Architect shall provide to the Owner the pen file(s) used for plotting as well as any fonts, library or any files used that are not included in the standard AUTOCAD program. Providing all such documents shall be considered a Basic Service. Architect shall not be entitled to receive final payment under this Agreement until all obligations under this paragraph have been fully performed;

10. Architects involvement in providing services of consultants for architectural, civil, structural, mechanical and engineering portions of the Project included as a part of Basic Services shall not be Supplemental Services under Article 4;

11. The Owner may elect to transfer its responsibility under §5.4 to the Architect as an Supplemental Service under Article 4;

12. A fixed limit of construction cost shall be determined by the Owner prior to commencement of the design. The Architect shall be permitted, with Owner approval, to determine materials, equipment, component systems and types of construction necessary to keep the construction cost within the fixed limit. A contingency amount of 5% of the fixed limit will be included for bidding. If the lowest responsible and responsive base bid exceeds the project fixed limit plus the 5% contingency, the Owner shall proceed as outlined in §6.6. If the Owner chooses to proceed under §6.6.4, the Architect, without additional compensation, shall modify the documents to comply with the fixed limit. Further, there shall be no additional compensation to the Architect for bidding phase costs due to the modifications;

13. All pre-design studies, drawings, specifications, and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized

to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material or Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. This stipulation shall not prohibit the Architect from the reuse of all instruments of service noted above for any other projects or clients;

14. The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp;

15. Article 8 is hereby deleted in its entirety;

16. The rights afforded to Architect under §9.1 shall not apply in the event payment is withheld by Owner pending resolution of a bona fide dispute involving Architect's performance under the Agreement, or has been set-off against other sums lawfully owed to Owner by Architect;

17. Owner shall not be liable for any termination fees or licensing fees as provided in §9.7 and in no manner shall anticipated profit on value of services be included in any reimbursable expenses in the Agreement.

18. §9.8 is deleted.

19. Reimbursable Expenses for transportation and subsistence shall be limited to authorized out-of-state travel. Reimbursable Expense shall not include any transportation or subsistence incurred by Architect or any of its consultants to travel to or within the State of Delaware;

20. Payments are due and payable within 30 days after Owner's receipt of the Architect's invoice. Amounts unpaid after 30 days shall bear interest of one percent per month not to exceed twelve percent per annum;

21. Architect shall provide life-cycle cost analysis as a Basic Service;

22. Value engineering shall be completed as a Basic Service before proceeding to the Construction Document phase;

23. Owner or any of its duly authorized representatives shall have access to any documents, books, papers, and records of Architect for the purpose of making an audit, examination, excerpts, and transcriptions. Architect shall maintain all required records for at least three years after Owner makes final payment and all pending matters are closed.

24. Architect shall adhere to the following timetable:

    a. Completion of preliminary plans and associated cost estimates:_____;
    b. Completion of final plans, specifications, and cost estimates: _____;
    c. Securing required State and local approvals: _____;
    d. Completion of proposed contract documents sufficient for soliciting bids: _____

25. Architect shall provide surveillance of project construction to assure compliance with plans, specifications, and all other contract documents.

26. Architect shall be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E;

27. Architect shall supervise any required subsurface explorations such as borings, soil tests, and the like, to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Owner;

28. Architect shall attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award;

29. Architect shall review proof of bidder's qualifications and recommend approval or disapproval;

30. Architect shall submit a report not less frequently than quarterly to the Owner covering the general progress of the job and describing any problems or factors contributing to delay;

31. All fees for Basic and Additional Services are hourly at the rates set forth in §11.1, not to exceed the amount specified for each service or phase;

32. Owner and Architect each hereby agree to indemnify and hold the other party and their officers, directors, agents, employees, servants and contractors free and harmless from any and all loss, cost, damage, action, or liability whatsoever, or any claim therefor, resulting from any negligent or intentional act or omission by the indemnifying party arising out of the performance of this agreement. Provided, however, that Owner, as an instrumentality of the State of Delaware, has no obligation, nor will it assume any liability, to indemnify Architect or any person, firm or entity claiming thereunder for any act or omission by Owner where such claims are protected from suit, liability, damages or costs, at law or equity, under federal or state law providing immunity therefor. The indemnification for liability, loss or expense as required and qualified by the above, includes settlements, judgments, court costs, expenses of defense and attorney fees incurred by the indemnified party in connection with a suit arising out of the agreement. Owner's obligation to indemnify, if any, shall be restricted solely to the general or professional liability insurance procured by or on behalf of Owner, and no other funds or assets of Owner shall be subject to any claim for indemnity hereunder.

33. Architect shall integrate the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") practices into project design, with a particular focus on integrating technologies and design/material/construction elements that generate lower long-term operating expenses. Architect and engineers working on the design and construction of capital projects to design projects to meet or exceed LEED Silver standards. All projects will pursue that standard and equivalency unless it is determined that such goal cannot be met at a reasonable cost. To meet this goal, architects and engineers working on the design and construction of capital projects shall consider incorporation of the following goals into each project:

    a. Maximize the incorporation of design elements and technologies to increase energy efficiency, improve indoor air quality, and reduce potable water usage.

    b. Maximize the integration of renewable resources, as geothermal, solar, and wind, into new construction.

    c. Manage storm water on-site through green infrastructure best practices to prevent flooding, reduce water pollution, and promote aquifer recharge.

    d. Reduce solid waste generation during construction and integrate recycled content materials.

    e. Protect and enhance biodiversity, restore and preserve natural habitats, wetlands and agricultural lands, and withstand and adapt to climate change effects, including sea-level rise.

    f. Integrate best land use practices into project design by modeling smart growth approaches to development, including supporting walkable and cycleable communities, prioritizing infill development close to existing infrastructure, ensuring access to public transit, and reducing urban heat island effects.

    <u>On some projects, the Owner may specify a higher LEED or other sustainability standard and/or pursue a third party certification for the project.</u>

34. The parties agree that this agreement shall be governed by and construed pursuant to the laws of The State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this agreement. Architect consents to the personal jurisdiction of the Delaware courts for any action instituted pursuant to the terms of this agreement and hereby irrevocable appoints the Delaware Secretary of State as it's agent for the acceptance of service of process.

IN WITNESS WHEREOF, the parties have set their hand and seal on this indenture on this ___ day of _____, 20____.

Delaware Technical Community College

_____(Seal)
Mark T. Brainard, President

Architect/Engineer

_____(Seal)
By:

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 including any prior experience with college projects.

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 apply 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. Six (6) 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. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. (If Delaware Tech has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

General

Delaware Technical Community College is proposing to expand and renovate the culinary spaces on the Stanton campus. The current Culinary Arts program areas are inadequate to properly support its students and program requirements and is grossly undersized in comparison to regional Culinary Arts programs.

The Delaware Restaurant Association estimates that 4,100 jobs will be needed in the next 10 years. There has been historically a high rate of turnover in the industry as well, increasing demand. A 6% statewide growth in food prep and serving occupations is also projected.

Program Needs-

The Main Kitchen area lacks appropriate preparation space, circulation, storage and is limited in equipment to support the program. The Baking program component shares the limited kitchen and preparation space with the Main Kitchen. Due to space constraints, instructional cooking demonstrations occur in the Dining Room rather than the kitchen. The limited storage area requires staff to purchase food frequently and in small quantities which is more time consuming and costly.

Below is a brief description of the renovation and expansion components anticipated for the project:

- Single Story Addition (to west end of the A-wing)
- Renovation of existing 3,180 Gross Square Feet.
- New 5,620 Gross Square Foot Expansion.
- Expansion allows for new Main Kitchen, Baking program area, Dining Room and Storage.
- Renovation of existing Culinary Arts Kitchen allows for program support spaces (locker rooms, restrooms, offices for department chair and instructional staff)
- Mechanical, plumbing, and electrical work required for the new culinary expansion and renovated spaces.

Total Culinary Arts program area expands from roughly 3,180 Gross SF to approximately 8,800 Gross SF.

This increase in space will allow the Culinary Arts program to expand from 125 students to 225 academic students per year. The expansion would also support 50% increase in enrollment for workforce certificate programs in Culinary Skills and Baking/Pastry.

In total, the overall project budget is roughly $7.5M

Scope of Services

The selected firm shall provide two primary services for this project: 1) Planning and engineering for site development; and 2) Building design and construction documents for the renovated areas and expansion. Other services are required as identified below. Following the guidelines of DTCC, New Castle County, the State of Delaware, and authorities having jurisdiction, proposers shall provide preliminary and final plans for approval by all necessary agencies.

The Scope of Services is divided into two main sections. Section 1 is the Site Development/Approval and Section 2 is the Building Design.

Section 1 – Site Development/Approvals
The selected firm shall prepare all necessary site plans to obtain final approval from the governing jurisdictions, including DTCC. The plans will be in accordance with the Campus requirements of DTCC, New Castle County County's Unified Development Code, as well as regulations set forth by the Office of the State Fire Marshal, Department of Natural Resources and Environmental Control (DNREC), the Delaware Department of Transportation, and the New Castle County Public Works Department.

Preliminary Site Plan (as required)
The selected firm shall prepare a site plan package conforming to the requirements of the governing jurisdictions. This preliminary plan will contain items such as: parcel boundaries, setbacks and buffers, existing grades, proposed grades, drainage design, type and location of storm water management, and parking layouts.

Items such as storm water calculations, DelDOT approvals, utility design (water, sewer, electrical, etc.) and other information that would be considered as part of the final design submittal of construction documentation are not part of the preliminary submittal.

The following information may be required for the Preliminary Plan. The selected firm is responsible for determining the necessary information and providing as required. A TIS may be required for the project.

Final Site Plan Approval and Agency Submissions
Prepare, submit, and obtain Final Site Plan Approval from New Castle County. Approval requires possible negotiation with and Plan Acceptance by:

- New Castle County Planning and Zoning
- Artesian (water)
- New Castle County Engineering – Public Works (sewer)
- Office of the State Fire Marshal
- Office of Drinking Water, Department of Health and Social Services
- Delaware Department of Transportation (DelDOT)
- Delaware Department of Natural Resources and Environmental Control

It should be noted that DTCC may be exempt from certain approval processes that are typically required for similar activities not on a campus facility. The selected firm shall be prepared however to provide all necessary information regardless of the situation.

Final Record Plan (as required)
Prepare, submit, and obtain approval from New Castle County for the Final Record Plan. Coordination between Surveyor of Record for plan review and signature will be required and shall be included in the proposed scope of services.

Section 2 – Building Design
Program Definition
During this phase, the selected firm shall coordinate with the entire development team to establish the program plan details for the Culinary Expansion. The team at this stage will consist of the following at a minimum: Architect, Structural Engineer, Mechanical/Electrical/Plumbing (MEP), and the personnel identified by DTCC to be critical to their operations and curriculum. Construction budgets will play a significant role in program definition. The selected firm will work closely with Campus and DTCC staff to develop a design that meets the needs of the culinary arts program.

Design Development
Based on the approved schematic design and program definition, the selected firm shall proceed with design development of the renovations and expansions needed to meet the program. Dimensioned and noted floor plans and elevations shall be prepared along with the building elevations, roof plan, and relevant design sections and details. Preliminary designs of all major components shall be prepared at this stage of development. This includes MEP and structural designs.

Construction Drawings
Based on the approved Design Development Documents, the selected firm shall proceed with the preparation of construction drawings suitable for a building permit. These drawings will be noted and dimensioned floor plans, elevations, roof plan, typical wall sections, building sections and details and specifications. A full set of structural engineering drawings, fire sprinkler drawings, a final cost estimate, and mechanical, electrical, plumbing drawings (signed and sealed by licensed Delaware engineers), shall be included. A preliminary furniture layout shall be developed for purchase by DTCC. A construction phasing plan will be developed as well. Upon the completion of this phase, bid packages including all construction documents and specifications shall be issued.

Section 3 – Landscape/Hard Scape (if required)
The selected firm may be required to design and prepare the necessary construction drawings for landscape and hard scape. At grade level, consideration will be made for view scapes. The firm should focus on low maintenance, sustainable designs utilizing eco-friendly materials and native species. A concept plan for landscape and hard scape should be derived first to capture all shareholder ideas. The deliverable Construction Drawings will follow.

Section 4 – Program Management and Construction Administration
Program Management and Construction Administration (CA) shall be provided throughout the entire design and construction process respectively. Typical services as noted in AIA B101.

Support during the Bidding Phase:

- Assist in qualifying bidders
- Prepare bidding documents
- Attend bid meetings and answer questions for bidders and client
- Provide bid analysis

Support during the Construction Phase:

- Assist the owner with on-site observation to assure construction documents are followed by contractors. Full-time inspection services is not anticipated but could be requested.
- Attend bi-weekly construction meetings.
- Assistance during phasing of the work.
- Answer and respond to questions to support the project completion.
- Provide overview of construction compliance in report format on a weekly basis.

Section 5 – Meetings

Reasonable meetings associated with obtaining the above mentioned approvals shall be included in this scope of work. The following meetings at a minimum shall be included in the contract: Attendance to special meetings with the client and/or agencies may be billed on an hourly basis with prior approval.

1. Program Plan Development
2. Preliminary Site Plan Review Internal and with the Jurisdictions
3. Final Site Plan Review Internal and with the Jurisdictions
4. Review of Design Development Drawings
5. Review of Construction Drawings
6. General Contractor Pre-Bid Meeting
7. General Contractor Bid Review
8. General Contractor Award Recommendation
9. Bi-Weekly Status Meetings

Deliverables and Schedule

A detailed task list and deliverable list with the corresponding milestone schedule dates shall be provided as part of the contract. This schedule should illustrate the design milestone dates and key agency submittals dates, expected review times and approval dates as based on the firm's experience.

Updated schedules and progress report shall be provided on a bi-weekly basis once the Scope of Work has commenced.

Floorplans

A current floor plan of the A wing (west portion) and proposed footprint of the new expansion are included on a separate document.