

DELAWARE TECHNICAL AND COMMUNITY COLLEGE

RFP requirements. Each proposal must be accompanied by a Pricing Spreadsheet (Appendix C) for each campus. All other submission requirements are found in Appendix A.

MANDATORY PREBID MEETING/INFORMATION MEETINGS

A mandatory pre-bid meeting has **not** been established for this Request for Proposal. However, information meetings at the site(s) will be established at the following dates/times:

Terry (Dover) Campus: December 9, 9:00 a.m. (meet at Terry Building entrance)

Owens (Georgetown) Campus: December 9, 1:00 p.m. (meet at Jason Building entrance)

Stanton Campus: December 10, 2019, 9:00 a.m. (meet at main entrance)

George (Wilmington) Campus: December 10, 2019, 1:00 p.m. (meet at main entrance)

II. Scope of Services

BACKGROUND

DTCC has adopted the use of video surveillance in building monitoring for DTCC facilities. The specifications provided for in Appendix B are to apply to all DTCC campuses and remote sites. They are established to meet the needs of the DTCC's Public Safety personnel regarding building and site monitoring, issue identification and emergency response.

STATEMENT OF NEEDS

DTCC, through this solicitation, will create a short list of pre-qualified vendors for video security services that DTCC can use to obtain services from. Services to include, but are not limited to: video surveillance equipment, installation, maintenance, and/or other related services that meet DTCC's technology standards. The list will allow DTCC to move quicker through the process and avoid the need to go out to bid for each installation. DTCC is looking for "Value Added" proposals with a specific focus on maximizing video surveillance coverage with the least amount of hardware necessary, while maintaining required image quality. DTCC is specifically interested in systems that do not rely on proprietary integrations to achieve the intended outcomes.

CONFIDENTIALITY AND DATA INTEGRITY

DTCC's Department of Technology and Information is responsible for safeguarding the integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape or disk. Computer programs developed to process DTCC data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of DTCC. The control of the disclosure of those data shall be retained by DTCC and the Department of Technology and Information. The Vendor and the DTCC shall sign a mutually agreeable Non-Disclosure Agreement (NDA). The mutual NDA shall safeguard the confidentiality and integrity of each party's confidential information. If the Vendor utilizes service partners or service alliances in the performance of work, the Vendor may be required to secure an applicable signed confidentiality statement from such service providers prior to their beginning work, Appendix D.

SECURITY

Computer, network, and information security is of paramount concern for DTCC and the Department of Technology. DTCC wants to ensure that computer/network hardware and software does not

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compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for review. It is the responsibility of the Vendor to run and install the appropriate updates when the product is first used by DTCC, provided the purchasing agent orders the appropriate commercially available security software to be factory-loaded, the Vendor will make commercially reasonable efforts to provide branded systems that are, at the time of shipment, free of known viruses and applicable vulnerabilities listed in that document.

III. Required Information

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

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
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 DTCC prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
5. Provide Dealer Authorization paperwork for each manufacturer or system Vendor is an authorized dealer/installer.
6. See Appendix A for additional information regarding minimum requirements.

B. General Evaluation Requirements

A Committee appointed according to DTCC Administrative Guidelines for the Selection and Acquisition of Professional Services will evaluate responses to this Request for Proposals based on the following criteria:

1. The provider's headquarters is located in Delaware.
2. The total cost of Vendor's proposal to DTCC.
3. Quality of the equipment and service as evidenced by the product line, durability, functionality, warranty period, and service options.
4. The relative worth to DTCC considering total cost of acquisition, maintenance, and usage over useful life.
5. Capacity to meet the contractual requirements and project timeline based on personnel and financial resources.

The evaluation committee may interview selected candidates and pose questions the answer to which will be considered in the selection process.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

**STEPHEN SHIREY–DIRECTOR OF INFORMATION TECHNOLOGY SYSTEMS &
INFORMATION SECURITY OFFICER
DELAWARE TECHNICAL AND COMMUNITY COLLEGE
DEPARTMENT OF INFORMATION AND INSTRUCTIONAL TECHNOLOGY
100 CAMPUS DRIVE
ETB SUITE 722
DOVER, DE 19904
Stephen.Shirey@dtcc.edu**

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

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

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

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

All properly sealed and marked proposals are to be sent to DTCC and received no later than **12:00 PM (Local Time) on December 20, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**MARK DEVORE- COLLEGEWIDE DIRECTOR OF FACILITIES
DELAWARE TECHNICAL AND COMMUNITY COLLEGE
OFFICE OF THE PRESIDENT
100 CAMPUS DRIVE
SUITE 400**

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DOVER, DE 19904

Mark.Devore@dtcc.edu

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DTCC C900400SUR BUILDING AND PARKING VIDEO SURVEILLANCE SYSTEMS” on the outside of the bid submission package.

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

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the initial contract term. DTCC 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

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

The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

DTCC is required to comply with the State of 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 proposal is received by DTCC and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

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"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

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

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

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

12. Price Not Confidential

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

13. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

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

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

c. Multiple Proposals

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

14. Sub-Contracting

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

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name on Attachment 6. Any sub-contractors must be approved by DTCC.

15. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

DTCC will allow written requests for clarification of the RFP. All questions shall be received no later than **December 12, 2019**. 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 **December 17, 2019**. Vendor names will be removed from questions in the responses released.

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Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

16. DTCC's Right to Reject Proposals

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

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

18. DTCC's Right to Award Multiple Source Contracting

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

19. Potential Contract Overlap

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

DTCC reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of DTCC.

21. Notification of Withdrawal of Proposal

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

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

22. 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. DTCC is not bound by any statement related to this RFP made by any DTCC or State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

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

24. 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.

25. Award of Contract

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

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

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, DTCC will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that DTCC is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point

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score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to DTCC. The award is subject to the appropriate DTCC approvals.

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

26. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative or other State agency are welcome to submit the cooperative pricing for this solicitation. **DTCC terms will take precedence.**

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of DTCC. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the DTCC President, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of DTCC and the State of Delaware.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.

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- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
 - Ability to select an alternative supplier based on agency budget constraints.
 - Vendor ability to meet all contract requirements.

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	Points
1	The provider’s headquarters is located in Delaware.	5
2	The total cost of provider’s proposal to DTCC.	30
3	Quality of the equipment and service as evidenced by the product line, durability, functionality, warranty period, and service options.	20
4	The relative worth to DTCC considering total cost of acquisition, maintenance, and usage over useful life.	20
5	Capacity to meet the contractual requirements and project timeline based on personnel and financial resources.	25
	Total	100

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

3. Proposal Clarification

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

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4. References

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

5. Oral Presentations

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

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

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

V. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and DTCC shall be for two (2) years with three (3) optional extensions for a period of one (1) year for each extension.
- b. Any required Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of installation, implementation and solution development prior to DTCC's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to DTCC budget and technical review.
- c. The selected vendor will be required to enter into a written agreement with DTCC. DTCC reserves the right to incorporate standard DTCC and State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by DTCC. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- d. The selected vendor or vendors will be expected to enter negotiations with DTCC, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- e. DTCC's standard contract may be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- f. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DTCC purchase order signed by authorized representatives of the agency, properly processed through the DTCC Finance Office.

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

- g.** 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.
- h.** DTCC reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- i.** Vendors are not restricted from offering lower pricing at any time during the contract term.

4. Collusion or Fraud

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

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

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

5. Lobbying and Gratuities

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

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

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

6. Solicitation of DTCC Employees

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

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

7. General Contract Terms

a. Independent Contractors

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

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

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

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

Notwithstanding the content of the preceding paragraph, should the DTCC subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend DTCC and the State of Delaware shall cease and terminate

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for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the DTCC and State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by DTCC. Vendor will waive any separation fee provided an employee works for both the vendor and DTCC, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from DTCC. Notice can be issued at second month if it is DTCC's intention to hire.

c. ACA Safe Harbor

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

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

d. Licenses and Permits

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

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

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

e. Notice

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

**MARK DEVORE–COLLEGEWIDE DIRECTOR OF FACILITIES
DELAWARE TECHNICAL AND COMMUNITY COLLEGE
OFFICE OF THE PRESIDENT
100 CAMPUS DRIVE
SUITE 400
DOVER, DE 19904**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless DTCC and the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

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

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

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

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of 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.

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2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of DTCC.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows.
 - a. 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, 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 to DTCC contact prior to any work being completed by the awarded vendor(s).
5. DTCC shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses

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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.

i. Bid Bond

The Bid Bond requirement has been waived.

j. Performance Bond

The Performance Bond requirement has been waived.

k. Vendor Emergency Response Point of Contact

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

In the event of a serious emergency, pandemic or disaster outside the control of DTCC, DTCC may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of DTCC, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

l. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than five (5) years from the date of system acceptance, or as provided for in Appendix B. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to DTCC's requirements.

m. Costs and Payment Schedules

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

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

n. Liquidated Damages

DTCC may include in the final contract liquidated damages provisions for non-performance.

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o. Dispute Resolution

At the option of, and in the manner prescribed by the DTCC Legal Affairs Office (“LAO”), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, LAO elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by LAO, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of LAO, for final and binding arbitration. LAO reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys’ fees.

Vendor agrees to accept service of process in any civil action arising out of this RFP, and any subsequent contract, as set forth in Title 10, Chapter 31 of the Delaware Code, including but not limited to, by any form of certified mail addressed to Vendor.

p. Termination of Contract

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

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

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

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

2. **Termination for Convenience:** DTCC may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DTCC, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to DTCC.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of DTCC requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.
4. **Conversion of Termination for Cause:** In the event that a Termination for Cause under subsection (p)(1) above is found to have been unlawful or improper, the Vendor will agree that termination will be considered to have been a Termination for Convenience under (p)(2).

q. **Non-discrimination**

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

r. **Covenant against Contingent Fees**

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

s. **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.

t. Vendor Responsibility

DTCC will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of DTCC.

u. Personnel, Equipment and Services

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

v. Fair Background Check Practices

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

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving DTCC'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 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 from DTCC. DTCC's decision to allow or deny access to any individual identified on a registry database is final and at DTCC's sole discretion.

At 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.

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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 DTCC's contract.

x. Drug Testing Requirements for Large Public Works

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

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

y. Work Product

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

z. Contract Documents

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

aa. 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 applicable portion of the Family Educational Rights and Privacy Act of 1974, as Amended;
4. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
5. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

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6. 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 (6) of this paragraph, DTCC 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.

bb. 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.

cc. Assignment Of Antitrust Claims

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

dd. Scope of Agreement

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

ee. 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.

ff. 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

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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 or State of Delaware representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of DTCC 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.

gg. IRS 1075 Publication (If Applicable) Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a

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felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign,

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either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

hh. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – DTCC reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by DTCC.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from DTCC.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DTCC.
9. **Billing** - The successful vendor is required to "Bill as Shipped" to DTCC. DTCC shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** - DTCC reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. DTCC will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **W-9** - DTCC requires completion of the [Delaware Substitute Form W-9](#) through the Supplier Public Portal at

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<https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.

- 12. Invoices** – Vendor is required to identify the contract number DTCC C900400SUR and Purchase Orders (P.O.) number on all invoices and reports due under the contract.
- 13. Purchase Card** - DTCC intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 14. Additional Terms and Conditions** – DTCC reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

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

2. Definitions of Requirements

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

3. Production Environment Requirements

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

VII. 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

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- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 –Office of Supplier Diversity Application
- Appendix A – Minimum Submission Requirements
- Appendix B – Project Scope and Specifications
- Appendix C – Pricing Spreadsheet
- Appendix D _ Technology and Data Security
- Appendix E – DTCC Contract Template

IMPORTANT – PLEASE NOTE

• Attachments 2, 3, 4, and 5 and one Appendix C per campus (4 total) must be included in your proposal

- Attachment 6 must be included in your proposal if subcontractors will be involved

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DTCC C900400SUR

Contract Title: BUILDING AND PARKING VIDEO SURVEILLANCE SYSTEMS

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.

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Attachment 2

NON-COLLUSION STATEMENT

CONTRACT NO.: DTCC C900400SUR
CONTRACT TITLE: Building and Parking Video Surveillance Systems
DEADLINE TO RESPOND: December 20, 2019 at 12:00 PM (Local Time)

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

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

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with Delaware Technical And Community College.

COMPANY NAME _____ (Check one)

Corporation
Partnership
Individual

STATE OF CORPORATE REGISTRATION _____

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
	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 _____

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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 _____

Attachment 5

BUSINESS REFERENCES

Contract No DTCC C900400SUR

Contract Title: Building and Parking Video Surveillance Systems

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any Personal References, DTCC or State Employees as a business reference. If you have held a DTCC or State of Delaware 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 PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. DTCC C900400SUR	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

Attachment 7

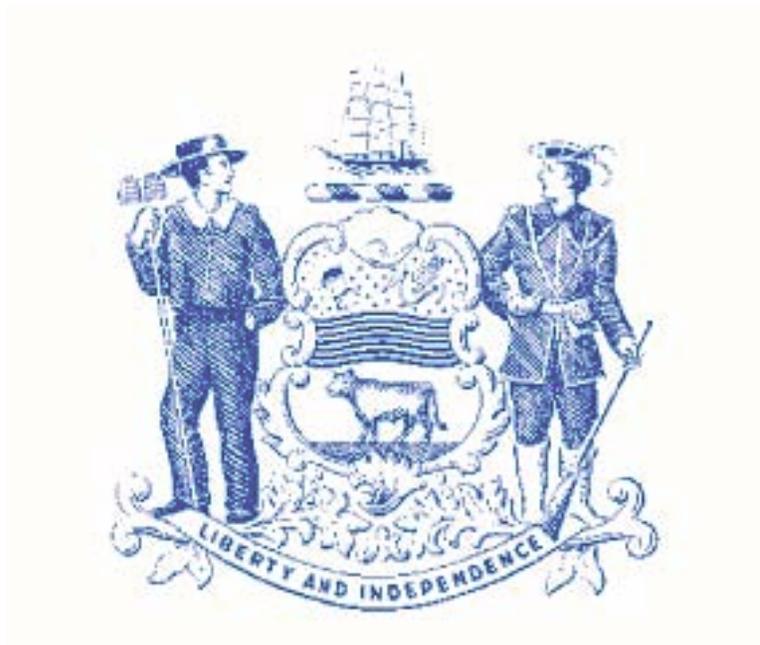
**State of Delaware Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

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

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



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: osd@state.de.us

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

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

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**APPENDIX A
MINIMUM SUBMISSION REQUIREMENTS**

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

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include completed pricing spreadsheets for each campus per Appendix C. 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). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**. All other copies may have reproduced or copied signatures – Form must be included.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
6. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
8. One (1) complete OSD application (See link on Attachment 7) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information, including pricing spreadsheets, 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. Five (5) 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. (Each electronic copy must be on a separate computer disk or media).

DTCC C900400SUR
APPENDIX B
PROJECT SCOPE AND SPECIFICATIONS

Scope: (*In order of installation priority*)

1. George Campus: Lots 4, 5 and 6
2. Owens Campus: Lots A, B, H and T
3. Stanton Campus: Lots 1 through 8
4. Terry Campus: Lots A, B, C, D, E and F

Notes:

- Parking lots for each campus are identified by RED outlines on provided campus maps.
- All parking spaces for each lot identified at each campus must be covered/viewable.
- For Stanton Parking Lot 1, no cameras or equipment can be mounted on the modular building located within that parking lot area. That building is planned to be removed. The building is highlighted in yellow on the Stanton map.
- Proposals must be priced per campus, using pricing sheets provided.
- Proposals must visually identify camera locations on provided campus maps, with each camera having a unique number designation.
- Proposals must visually identify each camera's field of view on provided campus maps.
- Each camera location must specify what camera model is being used.
- DTCC will provide all wireless access points (WAP) and WAP mounting equipment.
- Vendor will mount/install all DTCC provided exterior WAPs and WAP mounting equipment.
- DTCC uses Aerohive wireless access point equipment.

Minimum Surveillance Camera Specifications:

Notes:

- These are minimum camera specifications, which may be exceeded.
 - Provide manufacturer's data sheet for each camera model.
 - All cameras must be ONVIF conformant. Vendor must provide ONVIF conformance website link for each camera model. ONVIF conformance website: <https://www.onvif.org/conformant-products/>
 - Built-in microphone not required but list if included for each camera model.
 - No 360° multi-sensor cameras are permitted.
 - Exterior purpose, weatherproof, vandal proof cameras/housings.
-
- IP Network Cameras w/built-in 1 Gbps capable Ethernet port.
 - Camera power provided via POE or POE+ Ethernet port.
 - 5 megapixel (MP) or higher on single sensor camera, 12 megapixel (MP) or higher on 180° multi-sensor camera.
 - 20-meter or higher infrared (IR) night illumination.
 - H.264 and/or H.265 video compression.
 - Built-in microphone (list Y or N).

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- ONVIF conformant camera (list ONVIF website reference link for each camera model).
- Capable of 2 video streams or higher per camera (list concurrent streams capability per camera model).
- Weatherproof.
- Vandal proof.
- 5-year minimum warranty on camera and network POE+ switch equipment; date to begin on DTCC acceptance date.

Data Cabling Specifications:

Notes:

- Vendor (or vendor's subcontractor) must be Hubble, Beldin, or ICC certified; and provide current company certification document. Vendor must explicitly identify all cabling subcontractors (company name, address, phone, primary contact), if any.
 - Vendor (and/or vendor's subcontractor) must follow latest Delaware State-Wide Information Technology and Architecture Standards; Structured Cabling System Standards and Specifications for State-Managed Facilities. <https://webfiles.dti.delaware.gov/pdfs/pp/CablingAndWiringStandard.pdf>
 - All data structured cabling must be certified using a Fluke DTS-5000, Fluke DSX-8000, or DTCC approved equivalent, at the following data rates: CAT6 - 1 Gbps, CAT6A - 10 Gbps.
 - All cabling certification equipment must be Intertek conformant. Vendor must provide Intertek conformance website link for all certification equipment used. <http://www.intertek.com/ETL-Verified-Directory/Cabling-Products/>
 - Vendor must provide copy of latest manufacturer's (or manufacturer's authorized servicing company) cabling certification equipment calibration document, not to exceed more than one year in age prior to date of proposal.
 - All interior structured data cabling must be plenum rated.
- For all building-attached WAPs: Install two (2) CAT6A data drops: prices for drops of:
0 to 100 feet
0 to 200 feet
0 to 300 feet
 - For all building-attached cameras: Install one (1) CAT6 data drop (not CAT6A): prices for drops of:
0 to 100 feet
0 to 200 feet
0 to 300 feet
 - 1-year minimum warranty on structured cabling, connectors and patch panels; date to begin on DTCC acceptance date.

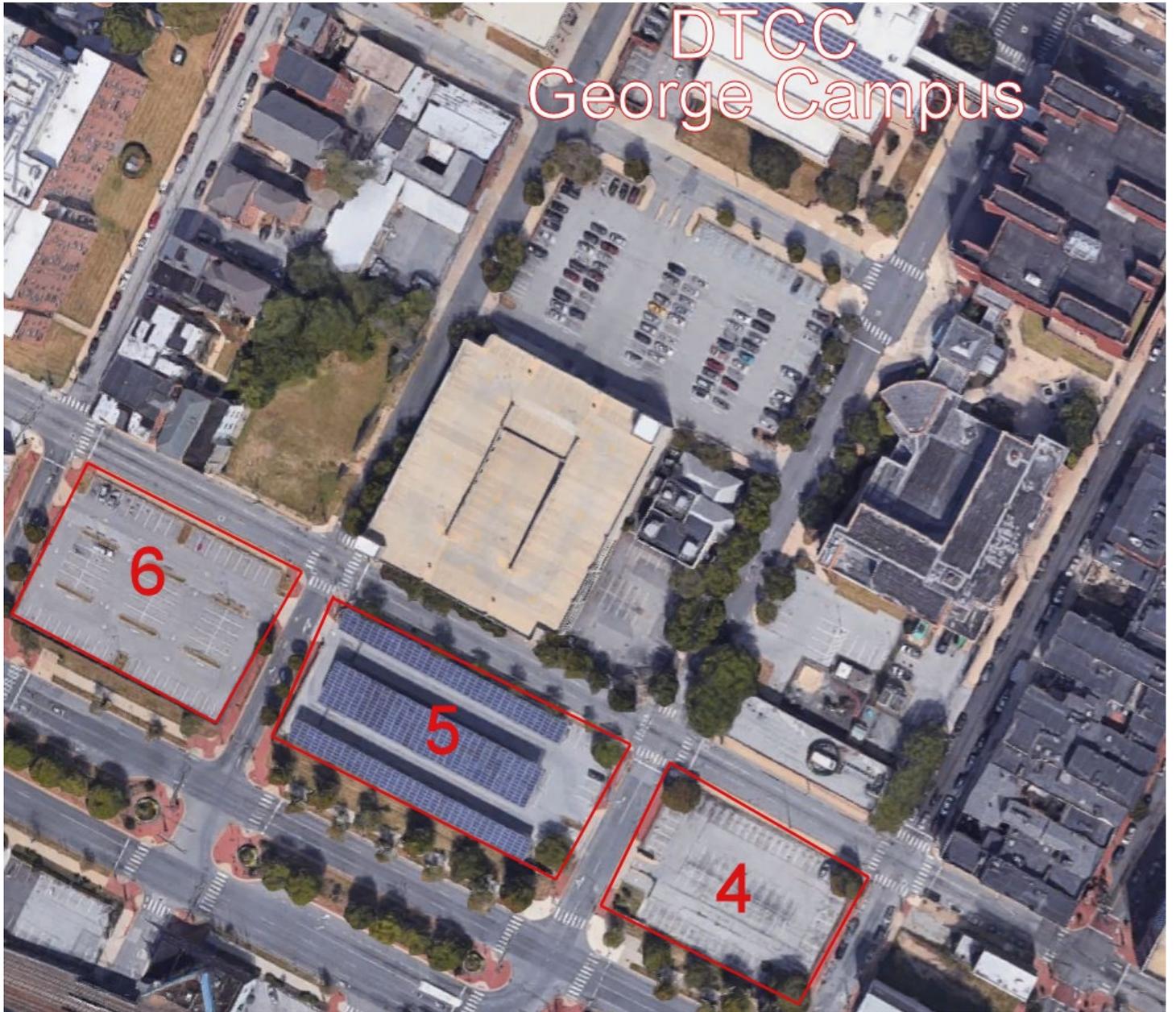
General Specifications:

Vendor to provide:

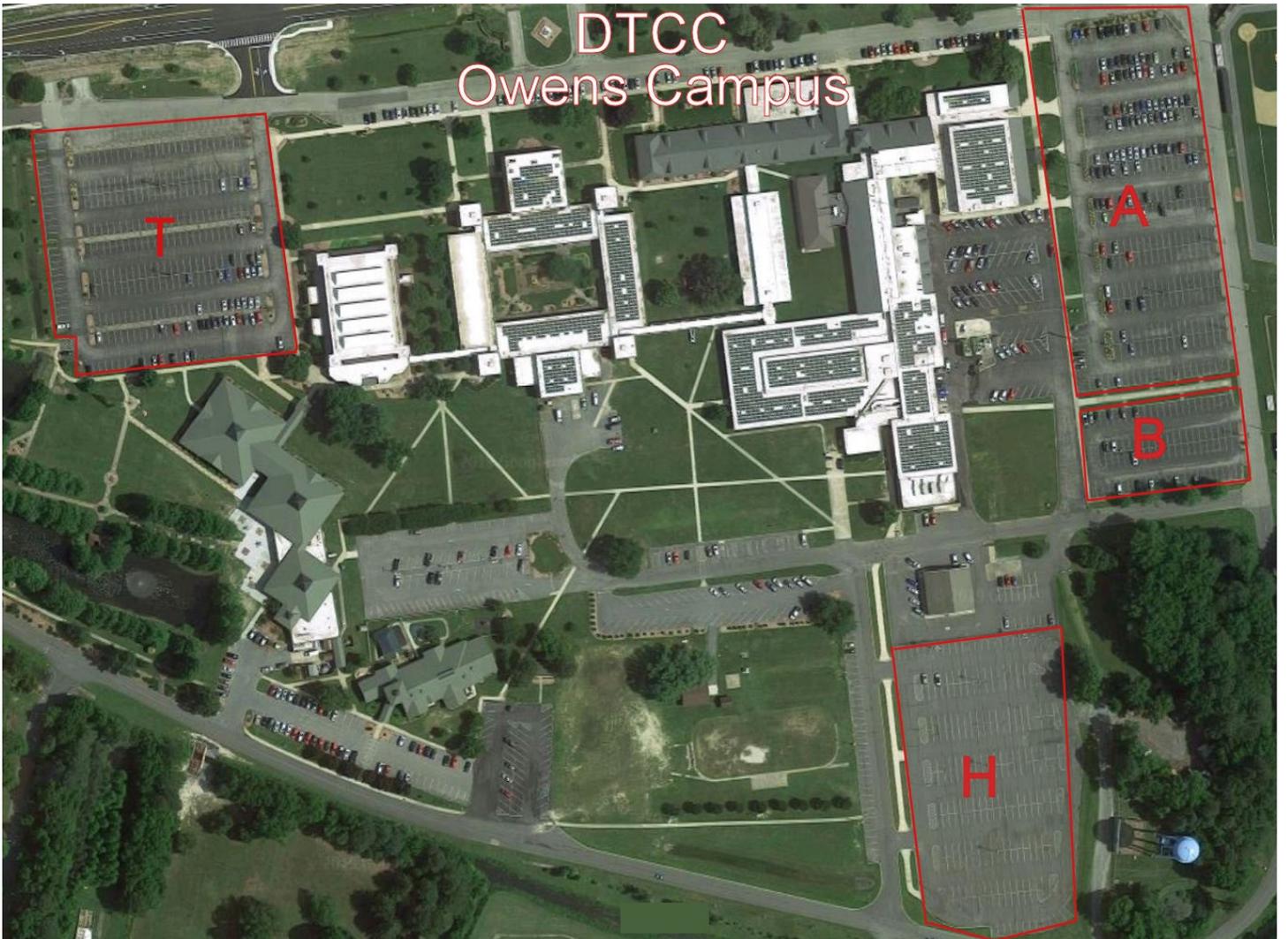
- 100% video surveillance coverage for all parking spaces on the map areas designated in RED.
- Exterior rated cameras: All housings and mounting equipment for cameras, power and network equipment must be rated for exterior, weatherproof use.
- All exterior mounted network equipment must provide at least two (2) POE+, 1 Gbps data ports; one for camera and one for WAP; for all non-building attached cameras and WAPs.
- Vendors must submit all pricing on pricing sheet provided, one sheet for each campus.
- Contracts will be provided on a per campus basis.
- Successful bidder(s) to provide detailed installation schedule and project timetable documents.
- Building-attached cameras and WAPs are to be installed on buildings which have existing DTCC managed network services. Out-buildings, sheds, athletic field announcer's booths, etc. do not have these network services available.
- On the pricing sheet provided, a separate column showing prices for light pole mounted power options:
 - Option 1: DTCC provided 24-hour direct power.
 - Option 2: DTCC provided direct power (night), vendor provided battery power (day).
 - Option 3: Vendor provided solar power (day), vendor provided battery power (night).
- Vendor to provide current replacement cost for batteries contained in power options 2 and 3, including vendor labor and any lift or bucket truck equipment necessary to reach batteries.
- 3-year minimum warranty on all power equipment, solar equipment and batteries; date to begin on DTCC acceptance date.

DTCC to provide:

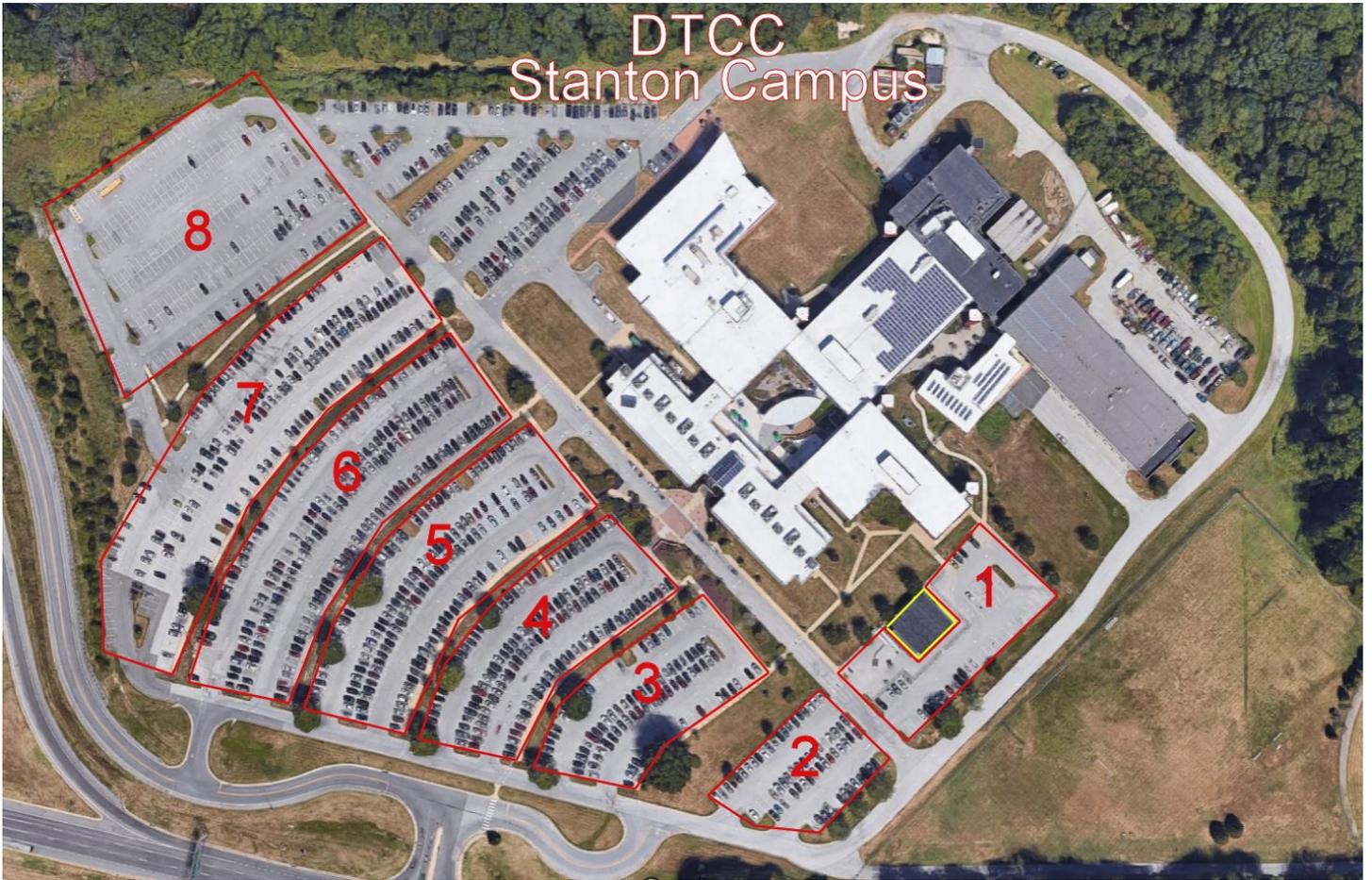
- DTCC will provide direct power (POE+) via vendor provided CAT6A cabling to all building attached WAP's, and via vendor provided CAT6 cabling to all building attached cameras.
- DTCC will provide one specified day per campus for all prospective vendors, a walk-through with DTCC personnel to answer any specific questions and review the parking lots and related building areas.



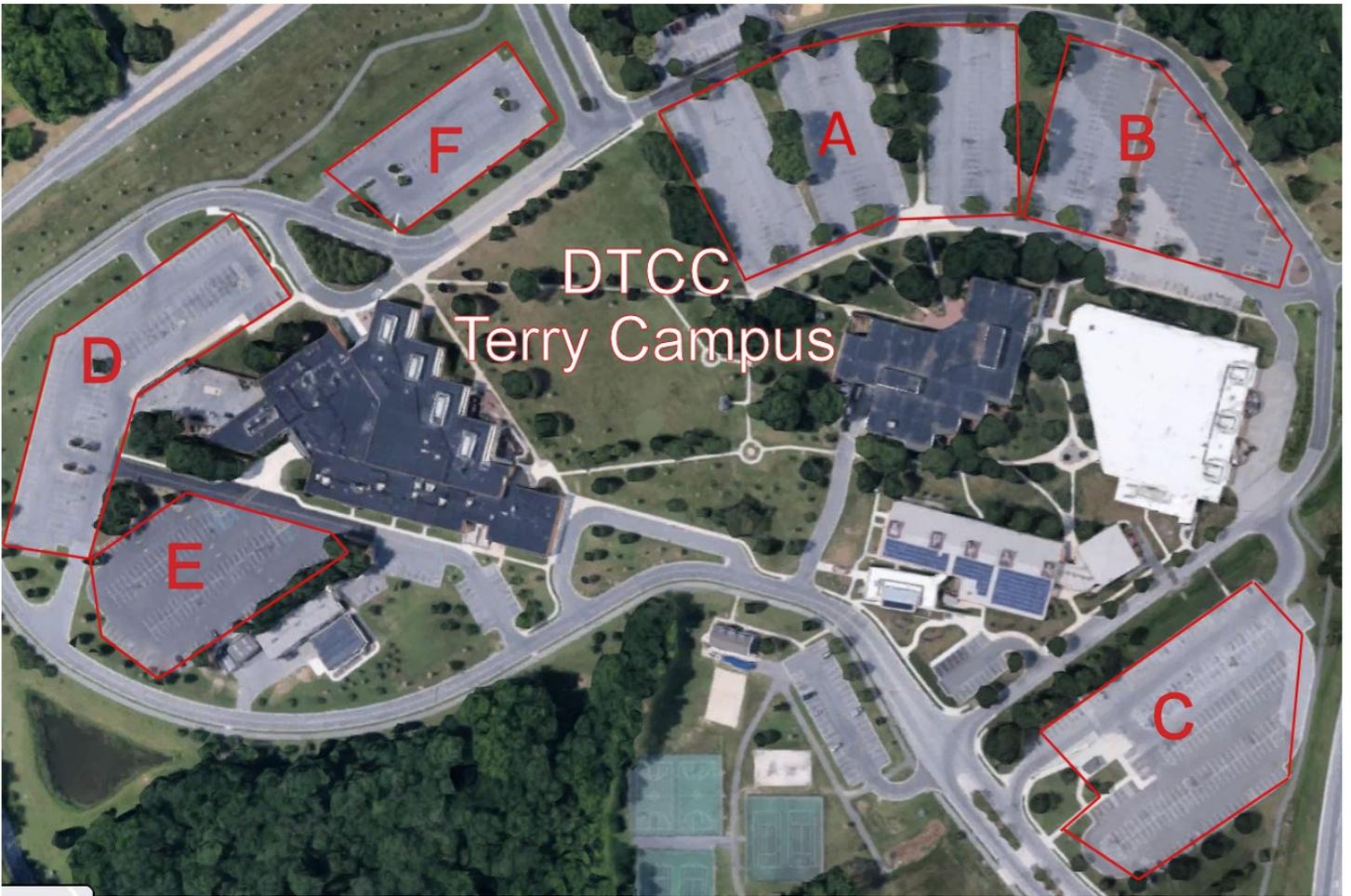
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**APPENDIX D
TECHNOLOGY AND DATA SECURITY**

1. Indemnification:

Vendor shall indemnify and hold harmless DTCC, its agents and employees, from any and all third-party liability, suits, actions or claims, including any claims or expenses with respect to the resolution of any data security breaches/ or incidents, together with all reasonable costs and expenses (including reasonable attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the Vendor, its agents or employees, provided, however, the participating providers on the Vendor's network shall not be deemed an "agent" or "employee" of Vendor or (B) vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Vendor shall have been notified in writing by DTCC of any notice of such claim; and (ii) Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

2. State of Delaware Enterprise Standards and Policies: Vendor must at all times have standards and policies in place that are applicable to their product and that comply with the terms and standards as posted at on: <http://dti.delaware.gov/information/standards-policies.shtml>

a) Strong Password Standard: In order to fulfill DTCC's requirement of a strong password standard for website access by members and DTCC's office personnel, DTCC agrees as follows:

- i. DTCC will work with the Vendor to mutually establish parameters, requirements and a project plan and to implement a dedicated microsite.
- ii. Until the dedicated microsite is operational, Vendor's password policy will prevail (i.e., eight (8) characters with at least one capital letter, one lower case letter and either a number or an approved special character).
- iii. Once DTCC is ready to implement Single Sign On, the Vendor will accommodate a 10 character password in that environment.

3. Critical Security Controls: The Vendor represents that it has in place programs designed to meet or exceed the requirements of applicable state, provincial, and federal data security laws. The Vendor uses commercially reasonable efforts to assure that their data security systems are free of the vulnerabilities listed in the SANS Institute at: <https://www.sans.org/critical-security-controls/>.

4. Additional Data Requests: Please confirm your agreement that if you are awarded the contract and then request additional data, whether or not on a file feed or in a report, DTCC shall determine the cost of supplying the data and may deny the request.

5. Data Ownership:

DTCC of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) in response to service or technical

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issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.

6. Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of State information. At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use in any transaction that does not include DTCC of Delaware.
7. Data Location: The Vendor shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations. The Vendor will permit its personnel and vendors to access State of Delaware data remotely only as required to provide technical support.
8. Encryption:
 - a) Data in Transit: The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - b) Encryption at Rest: Vendor agrees to implement administrative, physical, and technical safeguards (as set forth in the Security Rule) that reasonably and appropriately protect the confidentiality and integrity (as set forth in the Security Rule), and the availability of Electronic PHI, if any, that Vendor creates, receives, maintains, or transmits electronically on behalf of Covered Entity. Vendor agrees to 1) establish and maintain security measures sufficient to meet the safe harbor requirements with respect to relevant PHI under this Contract established pursuant to ARRA by making data unreadable, indecipherable, and unusable upon receipt by an unauthorized person, and 2) Vendor shall maintain cyber liability insurance for any loss resulting from a data breach. Vendor agrees to provide adequate training to its staff concerning HIPAA and Vendors responsibilities under HIPAA.
10. Breach Notification and Recovery: Delaware Code, 6 Del. C. § 12B-102, requires public breach notification when citizens' personally identifiable information is lost or stolen. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Vendor will provide notification without unreasonable delay and all communication shall be coordinated with DTCC. When the Vendor or their sub-vendors are liable for the loss, the Vendor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll free telephone call center services.
11. Notification of Legal Requests: The Vendor shall contact DTCC upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of DTCC. The Vendor shall not respond to subpoenas, service of process, and other legal requests related to DTCC without first notifying DTCC unless prohibited by law from providing such notice.
12. Termination and Suspension of Service:
 - a) Suspension of Services: During any period of suspension or contract negotiation or disputes, the Vendor shall not take any action to intentionally erase any State of Delaware data.
 - b) Termination of any Services or Agreement in Entirety: In the event of termination of any services or agreement in entirety, the Vendor shall not take any action to intentionally erase any State of Delaware

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data and will continue to secure and back up State of Delaware data. The Vendor will retain the data for business processing reasons, such as claims run-out for twelve (12) months and until federal regulatory or Delaware Insurance Code (five [5] years) requirements have been satisfied. After such period, the Vendor shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession or under its control as specified in Paragraph 12d below.

- c) Post-Termination Assistance: DTCC shall be entitled to any post-termination assistance generally made available unless a unique data retrieval arrangement has been established as part of this contract.
 - d) Secure Data Disposal: After all operational and regulatory retention requirements have been satisfied, Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable according to the National Institute of Standards and Technology's standards. Notwithstanding the above, the provider may keep data for no longer than ten (10) years, unless State law requires a longer retention period with respect to the retention of records for minors.
13. Background Checks: The Vendor shall conduct criminal background checks and not utilize any staff, including sub-vendors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The Vendor shall promote and maintain an awareness of the importance of securing DTCC's information among the Vendor's employees and agents.
 14. Data Dictionary: For only Delaware data and only upon request, the Vendor shall provide a data dictionary in accordance with DTCC of Delaware Data Modeling Standard.
 15. Security Logs and Reports: The Vendor shall allow DTCC access to system security logs that affect this engagement, its data and or processes. This includes the ability for DTCC to request a report of the records that a specific user accessed over a specified period of time.
 16. Contract Audit: The Vendor shall allow DTCC to audit conformance of these technology and data security contract terms, system security and data centers as appropriate. DTCC may perform this audit or contract with a third party at its discretion at DTCC's expense. Such reviews shall be conducted with at least thirty (30) days advance written notice and shall not unreasonably interfere with the Vendor's business.
 17. Sub-Vendor Disclosure: The Vendor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subvendors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor who will be involved in any operations with access to DTCC of Delaware data. Examples include, but are not necessarily limited to, mailing and printing services (due to access to non-public information of members' names and addresses) and independent data storage companies or facilities. (See Section 15 - Assignments; Subvendors)
 18. Operational Metrics: If requested by DTCC, the Vendor agrees to cooperate with DTCC to reach an agreement on operational metrics that DTCC requires. Examples include, but are not necessarily limited to, advance notice for major upgrades and system changes, system availability/uptime guarantee/agreed-upon maintenance downtime, recovery time objective/recovery point objective, and security vulnerability scanning. (System availability, uptime guarantee, and/or agreed-upon maintenance downtime may be included in the Performance Guarantees.)

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CONFIDENTIALITY AGREEMENT

As part of my participation in Delaware Technical and Community College Contract No. DTCC C900400SUR, I hereby agree that:

1. I will not, during my involvement with Delaware Technical and Community College (hereafter “College”) or any time thereafter, without prior written consent of the College, disclose, divulge or communicate to any person, firm, educational institution or corporation, either in writing or orally, any confidential information which I have been or may become aware of in the course of work on Contract No. DTCC C900400SUR, and that I will observe strict secrecy in regard thereto. I further agree that all confidential information shall be, and at all times remain, the sole and exclusive property of the College.
2. For all purposes, ‘confidential information’ shall mean information, documentation and related methodology to or embodying:
 - Financial records or any information contained therein;
 - Personnel or applicant records of current, former or potential College employees (including the identity of an applicant for employment, a candidate’s status at each stage of a recruitment, background information or reference reports);
 - All technology and Information Security related information, policies (whether draft or finalized), procedures, practices and/or guidelines;
 - Technical or operational plans, blueprints, programming code, schematic drawings, diagrams, and/or emergency, business continuity and disaster recovery operational manuals concerning College information technology facilities and operations;
 - Student information and third-party vendor information.
3. I will not use any confidential information obtained by virtue of my contract or association with the College for my personal or private use, or for the benefit of any other institution or organization with which I am, have been, or may become, affiliated.
4. **I understand that a breach of confidentiality is grounds for my immediate removal from work on Contract No. DTCC C900400SUR. I also understand that criminal or civil penalties may be imposed depending upon the nature and severity of the breach of confidentiality.**

Name

Date

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APPENDIX E
DTCC CONTRACT TEMPLATE

***DTCC reserves the right to make any changes it deems necessary to the template below prior to contract award.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into on this ___ day of _____ 20___, by and between Delaware Technical and Community College ("Delaware Tech") and _____, a _____ (corporation, limited liability company, limited liability partnership, etc.) (“Vendor”). At times herein Delaware Tech and Vendor may be referred to collectively as the “Parties”.

WHEREAS, Delaware Tech desires to enter into an agreement with a reputable professional that is capable of providing services to conduct a _____ (“Services”).

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

NOW THEREFORE, the Parties agree as follows:

1. Term. This Agreement shall commence on the date hereof and terminate after the Services have been completed unless terminated earlier pursuant to paragraphs 11, 12, 13, 14, 15, 16, 17, 18 hereof, or other provisions of this Agreement.
2. Scope of Services. Vendor agrees to provide the Services in a good, professional manner as set forth by the terms of this Agreement, the RFP, and the Proposal. The Services shall include, but not are limited to, those obligations of Vendor specified in its Proposal and the RFP. The RFP, including all attachments and appendices, and Proposal are incorporated by reference herein as if fully set forth.
3. Compensation. In consideration of performance of the Services, Delaware Tech hereby agrees to make payment to Vendor in an amount not to exceed _____ (\$_____) as set forth in the Proposal. Vendor will submit to Delaware Tech monthly invoices for Services rendered hereunder as the work is completed, and Delaware Tech hereby agrees to make payment to Vendor within thirty (30) days after its receipt of such invoice subject to Delaware Tech’s acceptance of the final product. Vendor is responsible for registering with the State of Delaware vendor financial system by following the instructions on EXHIBIT C entitled “W-9 Substitute Form”.
4. Governance. Vendor agrees that all personnel, prices, policies, and all other matters pertaining to the Services shall be subject to Delaware Tech's prior approval.
5. Delaware Tech Responsibility. Delaware Tech shall make payment on all invoices within thirty (30) days of receipt.

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

7. Government Approvals. Vendor shall obtain and pay for all necessary permits and licenses, including, but not limited to, a State of Delaware Business License, pertaining to the services and equipment and shall post such documents as required by law. Vendor agrees to comply with all federal, state and local laws, ordinances, rules and regulations without additional cost or expense to Delaware Tech. Vendor agrees to indemnify, hold harmless, and defend Delaware Tech, its agents, employees, officers, and trustees, harmless from and against all liability, demands, claims, expenses, suits, losses, damages, causes of action, fines, and judgments (including attorneys' fees) resulting directly or indirectly from Vendor's non-compliance herewith.

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

9. Personnel. Vendor agrees at all times to maintain an adequate staff of its own employees necessary to provide the Services under this Agreement. Vendor's employees will adhere to Delaware Tech's policies and regulations regarding personal behavior.

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

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

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

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

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

12. Insurance. Vendor agrees to maintain general liability insurance in the amounts of at least one million (\$1,000,000) per occurrence and at least three million (\$3,000,000) in the aggregate covering the Services at all times during this Agreement. In addition, Vendor agrees at all times during this Agreement to maintain at least one the following lines of insurance in the amounts of at least one million (\$1,000,000) per occurrence and at least three million (\$3,000,000) in the aggregate: Medical or Professional liability; Miscellaneous Errors and Emissions; or Product Liability. The parties further acknowledge that failure to maintain such coverage or failure to maintain such coverage by Vendor in the minimum amounts set forth herein shall be a breach of this Agreement. Certificates of insurance shall be filed with Delaware Tech before Vendor starts its performance hereunder. Certificates shall name Delaware Tech an additional insured (except for worker's compensation insurance) and contain a provision that no cancellation or material change in the policies will become effective except upon thirty (30) days written notice to Delaware Tech. If Vendor fails to maintain such insurance or deliver the certificates, Delaware Tech may immediately terminate this Agreement.

13. Ownership of Delaware Tech Intellectual Property. Vendor agrees any data, lists, reports, documents (digital or hard copy), copyrights, logos, donor lists, trademarks, social media accounts, social media content, websites, or other materials that are conceived, developed, written, or contributed by Vendor pursuant to this Agreement, either individually or in collaboration with others, shall belong to and shall remain the sole property of Delaware Tech. Vendor warrants that any logos, designs, information, documents, websites, social media content, materials, or data provided by it for use by Delaware Tech pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. Vendor shall be solely responsible for ensuring that any materials provided by Vendor pursuant to this Agreement satisfy this requirement. Vendor agrees that all data, contact information, donor lists, logos, web sites, social media accounts, social media content, trademarks, text, mailing lists, email lists, and material provided by Delaware Tech to Vendor is the intellectual property of Delaware Tech and Vendor shall have no ownership or license in the same. Vendor shall use its best efforts to prevent infringement, appropriate, or unauthorized use of Delaware Tech's intellectual property. Vendor agrees to indemnify, release, hold harmless, and defend Delaware Tech its agents, employees, officers, and trustees, from and against all liability, demands, claims, expenses, suits, losses, damages' fees resulting from any unauthorized or improper use or infringement of Delaware Tech's intellectual property by Vendor or any person acquiring such information, directly or indirectly, from Vendor. If Vendor fails in its obligations to protect Delaware Tech's intellectual property, Delaware Tech may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach or otherwise seek injunctive relief after the term of this Agreement as expired. .

14. Confidentiality. Vendor agrees that all information communicated to Vendor by Delaware Tech or its agents, with respect to the Services, including, but not limited to, all mailing or email lists, contact information and any information gained by Vendor or its representatives by reason of association or employment with Vendor or its associates, is confidential. Vendor agrees that neither it nor any of it's agents or employees shall disclose, or privately use for their own benefit, any confidential information to any other person unless specifically authorized in writing by Delaware Tech to do so, except to the extent disclosure is required by subpoena or an order from a court of competent jurisdiction. Vendor shall use its best efforts to prevent inadvertent disclosure of any confidential information to any third party. Vendor agrees to indemnify, release, hold harmless, and defend Delaware Tech its agents, employees, officers, and trustees, from and against all

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liability, demands, claims, expenses, suits, losses, damages' fees resulting from any use or disclosure of confidential information by Vendor or any person acquiring such information, directly or indirectly, from Vendor. If Vendor fails to maintain confidentiality, Delaware Tech may immediately terminate this Agreement without waiving or relinquishing a right or remedy to seek damages from breach or otherwise seek injunctive relief after the term of this Agreement as expired.

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

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

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

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

- A. If Vendor fails to fulfill in timely and proper manner its obligations under this Agreement, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, Delaware Tech shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Agreement shall, at the option of Delaware Tech, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to Delaware Tech. On receipt of the contract cancellation notice from Delaware Tech, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless Delaware Tech provides a written acceptance of the vendor response. If Delaware Tech does accept the Vendor's method and/or action plan to correct the identified deficiencies, Delaware Tech will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the Delaware Tech's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion Delaware

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Tech may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- B. By Delaware Tech, without cause and for any reason, upon thirty (30) days written notice. If this Agreement is terminated pursuant to this subparagraph B, Vendor shall continue to provide services to the effective date of termination.

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

20. Non waiver. The failure of either party to insist upon the performance of any terms or conditions of this Agreement, or to exercise any right or privilege conferred hereby, shall 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.

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

If to Delaware Tech:

If to Vendor:

22. Anti-discrimination. The parties agree that, in the performance of this Agreement, no person shall, on the basis of race, color, creed, religion, sex, national origin, age, disability, genetic information, marital status, veteran status, sexual orientation, gender orientation, gender identity or pregnancy, be subjected to any discrimination prohibited by law.

23. Family Educational Rights and Privacy Act. Vendor shall not disclose or release any educational record or other information concerning a student to any person, group or entity other than Delaware Tech without the student's prior written consent and shall otherwise comply with the provisions of the Family Educational Records Privacy Act of 1974, as amended, and Delaware Tech's policies concerning student access to educational records and confidentiality of student records. Vendor shall defend, indemnify and hold Delaware Tech harmless from all liability associated with Vendor's breach of this provision.

24. Choice of Law and Venue. This Agreement shall be deemed to be entered into and shall be construed in accordance with the laws of the State of Delaware. Vendor hereby consents to the personal jurisdiction of the Delaware Courts which shall have the exclusive jurisdiction of any disputes under this Agreement and appoints the Delaware Secretary of State as its agent for the service of process on its behalf.

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- 25. Severability. If it is determined that any provision hereof is in conflict with the law, then such provision shall be given effect only to the extent permitted by law. Nevertheless, the remaining provisions shall remain in full force and effect.
- 26. Binding Effect. The terms, covenants, and conditions herein shall bind and insure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided herein, their assignees.
- 27. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.
- 28. Interpretation. In the event of any conflict between the terms of this Agreement, the RFP, or the Proposal, the terms of this Agreement shall govern and control.
- 29. Survival of Obligations. The covenants made by the Parties in this Agreement shall remain in effect following the termination or expiration of this Agreement.
- 30. Entire Agreement. This instrument and the Exhibits attached hereto contain the entire Agreement of the parties and may not be modified except in writing and signed by both parties.

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

Delaware Tech

VENDOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____