State of Delaware
Hallway Painting to Include Security Striping
Request for Quote
Contract No. SUS201372_SUSXT_PAINT

- Deadline to Respond -
  January 27, 2020
  12:00 PM (Local Time)

Version: November 15, 2019
ALL VENDORS:

The enclosed packet contains a "REQUEST FOR QUOTE" for **Hallway Painting to Include Security Striping**. The quote consists of the following:

**Contents:**

I. INTRODUCTION  
II. SCOPE OF WORK  
III. FORMAT FOR QUOTE  
IV. QUOTE EVALUATION PROCEDURES  
V. MANDATORY PREBID MEETING  
VI. DEFINITIONS AND GENERAL PROVISIONS  
VII. QUOTE REPLY SECTION  

**ATTACHMENTS**  
Certified Prevailing Wage Rates

In order for your quote to be considered, the Quote Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by January 27, 2020 at 12:00 PM (Local Time) to be considered.

**Quotes must be mailed to:**  
Sussex Technical School District  
17137 County Seat Highway  
Georgetown, DE 19947

Please review and follow the information and instructions contained in the General Provisions and this Request for Quote (RFQ). Should you need additional information, please call Hud Athey at 302-853-1580 or email Hud.athey@sussexvt.k12.de.us.
STATE OF DELAWARE
Sussex Technical School District

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Quote is to obtain sealed quotes for painting of several hallways in our high school to include security striping based on school security plan. It is the goal of this Request for Quote to identify a vendor(s) and execute a contract to painting services contract.

1. COMPETITIVE SEALED QUOTE

It has been determined by Sussex Technical School District, pursuant to Delaware Code Title 29, Chapter 6922 that this solicitation be offered as a request for competitive sealed quotes because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed quotes is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their quotes; or
- Afford vendors an opportunity to revise their quotes through best and final offers; or
- Compare the different price, quality and contractual factors of the quotes submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to clean/repair/prepare, prep, paint and protect multiple hallways in our main high school building to include security striping at the top of each hallway based on school security plan.

3. AGENCY USE CONTRACT

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

4. Reserved

5. POTENTIAL CONTRACT OVERLAP

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

6. SUPPLEMENTAL SOLICITATION
The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

7. CONTRACT PERIOD

Each Vendor’s contract shall be valid for a one (1) year period from June 10th and end August 15th, 2020. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Sussex Technical School District. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State 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.

B. KEY RFQ DATES/MILESTONES

The following dates and milestones apply to this RFQ and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid quote and award process.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Availability to Vendors</td>
<td>December 20, 2019</td>
</tr>
<tr>
<td><strong>Mandatory</strong> Pre-bid Conference</td>
<td>January 6, 2020</td>
</tr>
<tr>
<td>Written Questions Due No Later Than (NLT)</td>
<td>January 13, 2020</td>
</tr>
<tr>
<td>Written Answers Due/Posted to Website NLT</td>
<td>January 16, 2020</td>
</tr>
<tr>
<td>Quotes Due NLT</td>
<td>January 27, 2020 at noon</td>
</tr>
<tr>
<td>Public Quote Opening</td>
<td>January 27, 2020 at noon</td>
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<tr>
<td>Quote Evaluation/Presentations as required</td>
<td></td>
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<tr>
<td>Vendor Best &amp; Final Discussions, as required</td>
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<tr>
<td>Contract Award</td>
<td>Will occur within 90 days of bid opening</td>
</tr>
</tbody>
</table>

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Quote.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFQ must be received in writing by January 13, 2020. All questions will be answered in writing by January 16, 2020 and posted on http://bids.delaware.gov/ website. All questions must make specific reference to the section(s) and page numbers from this RFQ where applicable. Oral explanations or instructions will not be binding.

D. RFQ DESIGNATED CONTACT

All requests, questions, or other communications about this RFQ shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware 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 RFQ designated contact.

Hud Athey
Sussex Technical School District
17099 County Seat Highway
STATE OF DELAWARE  
Sussex Technical School District 
Georgetown, DE 19947 
Hud.athey@sussexvt.k12.de.us

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.

E. CONTACT WITH STATE EMPLOYEE

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

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware’s need for Hallway Painting to Include Security Striping as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

Sussex Technical High School is painting hallways to include a security striping to follow the security plan established for emergencies and disasters. The entire wall is to be painted a base color and each hallway will have a different color coordinating to follow plan established and shared with police, fire and ambulance for increased response times to incidents. All doors and frames in the hallways are to be painted contrasting colors as well.

C. STATEMENT OF NEEDS

Proper cleaning/preparation/minor repairing of surfaces to be painted. Application of a minimum of two coats (one coat prime and minimum of one coat finish) of wall color interior paint best suited for commercial/public school high traffic applications. Same process and coatings for all hall-facing doors, door frames, and window frames (contrasting colors). Application of painted security striping around the top of all halls (color to be determined based on school security plan) with proper number of coats required for full saturation of color. Any necessary protection for all surrounding surfaces. Clean up and removal of all materials and repair/remediation of any damage caused by overspray, spills or other incidents during the
course of the project. Paint product covering and product adherence to be warranted for a minimum of two years. Drawing of school layout and specified areas will be provided at mandatory pre-bid meeting.

D. DETAILED REQUIREMENTS

III. FORMAT FOR QUOTE

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a quote in response to this RFQ. Each Vendor must provide every component listed in the order shown in this RFQ, using the format prescribed for each component. A quote may be rejected if it is incomplete or conditional.

B. QUOTE RESPONSE

The Request for Quote may contain pre-printed forms for use by the vendor in submitting its quote. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor’s quote shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor’s representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The quote shall show a total bid price for each item bid and the total bid price of the quote excluding zero quantity items.

Vendors’ quote must respond to each and every requirement outlined in the RFQ criteria in order to be considered responsive. Quotes must be clear and concise.

C. NON-CONFORMING QUOTES

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

D. CONCISE QUOTES

The State of Delaware discourages overly lengthy and costly quotes. It is the desire that quotes be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective quote are not desired. The State of Delaware’s interest is in the quality and responsiveness of the quote.
E. COVER LETTER

Each quote will have a cover letter on the letterhead of the company or organization submitting the quote. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFQ. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Sussex Technical School District.

F. TABLE OF CONTENTS

Each quote must include a Table of Contents with page numbers for each of the required components of the quote.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each quote must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFQ. This part of the quote may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFQ.

H. DISCOUNT

Vendors are invited to offer in their quote value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. 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 RFQ, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT
The Bid Bond requirement has been waived.

L. PERFORMANCE BOND REQUIREMENT
The Performance Bond requirement has been waived.

M. NUMBER OF COPIES WITH MAILING OF QUOTE

To be considered, all quotes must be submitted in writing and respond to the items outlined in this RFQ. The State reserves the right to reject any non-responsive or non-conforming quotes. Each quote must be submitted with two (2) paper copies and zero electronic copies on CD or DVD media disk. One of the copies shall be marked “Master Copy” and will contain original signatures in all locations requiring an vendor signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.
STATE OF DELAWARE  
Sussex Technical School District  
All properly sealed and marked quotes are to be sent to the State of Delaware and received no later than 12 PM (Local Time) on January 27, 2020. The Quotes may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Sussex Technical School District  
District Office  
17137 County Seat Highway  
Georgetown, DE 19947

Any quote submitted by US Mail shall be sent by either certified or registered mail. Any quote received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any quote shall not be disclosed as to be made available to competing entities during the negotiation process.

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

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. QUOTE EXPIRATION DATE

Prices quoted in the quote shall remain fixed and binding on the bidder at least through August 31, 2020. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF QUOTES

A Vendor may withdraw its quote unopened after it has been deposited, if such a request is made prior to the time set for the opening of the quote.

P. QUOTE MODIFICATIONS

Any changes, amendments or modifications to a submitted quote requires that the original quote be withdrawn, prior to the time set for the submission of the quote, and a new quote submitted prior to the deadline for submission of quotes.

Changes, amendments or modifications to quotes shall not be accepted or considered after the hour and date specified as the deadline for submission of quotes.

Q. LATE QUOTES

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

R. ADDENDA TO THE REQUEST FOR QUOTE (RFQ)
STATE OF DELAWARE
Sussex Technical School District

If it becomes necessary to revise any part of this RFQ, revisions will be posted at http://bids.delaware.gov/. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Quote.

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the vendor in preparing and submitting a quote.

T. ECONOMY OF PREPARATION

Quotes should be prepared simply and economically, providing a straight-forward, concise description of the Vendor’s offer to meet the requirements of the RFQ.

U. DISCREPANCIES AND OMISSIONS

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

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, no later than ten (10) calendar days prior to the time set for opening of the quotes.

V. EXCEPTIONS

Bidders may elect to take minor exception to the terms and conditions of this RFQ by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

Exceptions must be submitted utilizing Attachment 3 to be considered. Exceptions listed elsewhere in the Vendor’s quote will not be considered. Sussex Technical School District maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 6. 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.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its quote the non-collusion statement that is enclosed with this Request for Quote labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form
STATE OF DELAWARE
Sussex Technical School District

for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Sussex Technical School District.

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at http://esupplier.erp.delaware.gov. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFQ and contract. However, every subcontractor shall be identified in the Quote using Attachment 7.

Z. CONFIDENTIALITY

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 quote will be treated as confidential during the evaluation process. As such, vendor quotes will not be available for review by anyone other than the State of Delaware/Quote Evaluation Team or its designated agents. There shall be no disclosure of any vendor’s information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Quotes must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their quote without including confidential business information, they must adhere to the following procedure or their quote may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

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

Vendor(s) may submit portions of a quote considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” and include the specific RFQ
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 quote accompanied by such a separate, sealed envelope, the State of Delaware 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 the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a quote or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a quote may enter the public domain.

AA. PRICE NOT CONFIDENTIAL

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

BB. ATTACHMENTS

Attachment 1 – No Quote Reply Form
Attachment 2 – Non-Collusion Statement
Attachment 3 – Exceptions
Attachment 4 – Company Profile and Capabilities
Attachment 5 – Confidentiality and Proprietary Information
Attachment 6 – Business References
Attachment 7 – Subcontractor Information Form
Attachment 8 – Monthly Usage Report
Attachment 9 – Subcontracting (2nd Tier Spend) Report
Attachment 10 – Office of Supplier Diversity Certification Application
Attachment 11 – Bid Bond Form
Attachment 12 – Performance Bond Form
Attachment 13 – Quote Reply Requirements
Appendix A – Scope of Work details
Appendix B – Pricing Form(s) and Instructions (if applicable)

Enter additional appendices or attachments
IV. QUOTE EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE’S RIGHT TO REJECT QUOTES

Sussex Technical School District reserves the right to reject any or all quotes in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting quotes may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit quotes found to be reasonably likely to be selected for award. The contents of any quote shall not be disclosed so as to be available to competing vendors during the negotiation process.

2. STATE’S RIGHT TO CANCEL SOLICITATION

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

This RFQ does not constitute an offer by the State of Delaware. Vendor’s participation in this process may result in the State of Delaware 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 the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, email, fax, or State credit card 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 Contractor(s).

4. DELIVERY OF QUOTES

Quotes shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Quotes forwarded by U.S. Mail shall be sent first class to the address stated in this RFQ. Quotes forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFQ. All bids must clearly display the bid number on the envelope.

Sussex Technical School District
Attn: Hud Athey
17099 County Seat Highway
Georgetown, DE  19947

All quotes will be accepted at the time and place set in the RFQ. Vendor bears the risk of delays in delivery and any delivery costs for returned quotes. Quotes received after the time set for public opening will be returned unopened.
5. PUBLIC OPENING OF QUOTES

The quotes shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor’s name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its quote or quotes:

a. More than one quote for the same contract from an individual, firm, or corporation under the same or different names.

b. Evidence of collusion among vendors.

c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.

d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.

e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the quote incomplete, indefinite, or ambiguous as to its meaning.

g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

1. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Sussex Technical School District shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the quote.

1. Rejection of individual quotes. -- A quote may be rejected for 1 or more of the following reasons:
a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
b. It is unacceptable;
c. The proposed price is unreasonable; or
d. It is otherwise not advantageous to the State.

2. Vendors whose quotes are rejected as non-responsive shall be notified in writing about the rejection.

3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
   a. The vendor's financial, physical, personnel or other resources, including subcontracts;
   b. The vendor's record of performance and integrity;
   c. Any record regarding any suspension or debarment;
   d. Whether the vendor is qualified legally to contract with the State;
   e. Whether the vendor supplied all necessary information concerning its responsibility; and
   f. Any other specific criteria for a particular procurement which an agency may establish

4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.

5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. QUOTE EVALUATION COMMITTEE

The Quote Evaluation Committee (“Committee”) is comprised of representatives of the State of Delaware.

The Committee reserves the right to:
• Select for contract or for negotiations a quote other than that with lowest costs.
• Reject any and all quotes or portions of quotes received in response to this RFQ or to make no award or issue a new RFQ.
• Waive or modify any information, irregularity, or inconsistency in quotes received.
• Request modification to quotes from any or all vendors during the contract review and negotiation.
• Negotiate any aspect of the quote with any vendor and negotiate with more than one vendor at the same time.

Sussex Technical School District reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Quote Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The quote response should contain at a minimum the following information: cost, business license, proof of insurance, size of workforce and required verification for drug free workforce and smoke/tobacco free campus.

E. CRITERIA AND SCORING
STATE OF DELAWARE
Sussex Technical School District

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<tr>
<th>EVALUATION CRITERIA</th>
<th>PERCENTAGE</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>1. Total Cost</td>
<td>40</td>
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<tr>
<td>2. Schedule-complete within specified timeframe</td>
<td>40</td>
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<td>3. Experience</td>
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<td>7.</td>
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<tr>
<td>TOTAL SCORE</td>
<td>100%</td>
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Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each quote’s response. Items with qualitative answers will receive the average of points assigned by Quote Evaluation Committee members.

F. BEST AND FINAL OFFERS

Once the quotes have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

G. REFERENCES

The Committee 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, the State of Delaware 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, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. 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. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has been scheduled for January 6th, 2020 at 10 AM. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

VI. DEFINITIONS AND GENERAL PROVISIONS
STATE OF DELAWARE  
Sussex Technical School District

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Quote. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Quote" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

QUOTE: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

RFQ: Request for Quote.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted.

VENDOR: Any individual, firm, or corporation formally submitting a quote for the material or work contemplated, acting directly or through a duly authorized representative.

VENDOR'S DEPOSIT: The security designated in the quote to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.
B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

   a. Unless stated otherwise, the quantities given in the RFQ are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

   b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

   c. Vendor usage reports for previous awards, if applicable, may be found by accessing the applicable contract award page at: http://contracts.delaware.gov/. Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

   The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

   The Vendor shall examine carefully the quote and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFQ and the contract. The submission of a quote shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

   The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

   All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

   Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF QUOTES

   All documents submitted as part of the vendor’s quote will be deemed confidential during the evaluation process. Vendor quotes will not be available for review by anyone other than the State of
The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware’s records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a quote is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the quote will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their quote that is proprietary in nature or that they would not want to be released to the public. Quotes must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their quote without including proprietary information, they must adhere to the following procedure or their quote may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled “Proprietary Information” with the RFQ 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(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a quote accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

7. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

8. 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.

9. PERMITS AND LICENSES
All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

10. PATENTED DEVICES, MATERIAL AND PROCESSES

a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

11. EMERGENCY TERMINATION OF CONTRACT

a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.

b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

12. TAX EXEMPTION

a. Material covered by this quote is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the quote may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

13. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information,
STATE OF DELAWARE
Sussex Technical School District

color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual 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 contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”

c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

15. PRICES

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

a. The structure must be clear, accountable and auditable.

b. It must cover the full spectrum of services required.

c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFQ or P.O. issued based on this contract.

16. COOPERATIVES

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

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) year period, Sussex Technical School District shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

18. SHIPPING TERMS

FOB Destination, freight prepaid.

19. ELECTRONIC CATALOG

At the discretion of Sussex Technical School District, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

20. INDEPENDENT CONTRACTORS

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the 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.

21. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

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

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor’s obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State’s intention to hire.

22. ACA SAFE HARBOR

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act (“ACA”). Therefore, the State 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 the State and/or its agencies are charged and pay for an “Additional Fee” with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State 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.). The State 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 quote to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

23. FUNDING OUT or NON-APPROPRIATION

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 the State 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.

24. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law.
b. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.

c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

1. $1,000,000 combined single limit each accident, for bodily injury;
2. $250,000 for property damage to others;
3. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;
4. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

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

a. Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate

b. Miscellaneous Errors and Omissions - $1,000,000 per occurrence/$3,000,000 per aggregate

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

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Sussex Technical School District
Contract No: SUS201372_SUSXT_PAINT
State of Delaware
17099 County Seat Highway
Georgetown, DE  19947

Nothing contained herein shall restrict or limit the Vendor’s right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
STATE OF DELAWARE
Sussex Technical School District

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware’s self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

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

25. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency 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: 302-577-8778.
http://revenue.delaware.gov/services/BusServices.shtml

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

26. INDEMNIFICATION

a. General Indemnification

By submitting a quote, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless 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.

b. 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 the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor’s expense, and vendor shall indemnify 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:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. 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
27. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as “TERMINATION OF INDIVIDUAL PURCHASE ORDERS” below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State’s invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

28. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party’s control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

29. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors’ Central Contract for the purpose of preparing a bid or quote to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a “Covered Agency” as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

30. OPPORTUNITY BUYS

The Director for the Sussex Technical School District can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. See Opportunity Buy Flowchart. The Director will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

31. I FOUND IT CHEAPER

32. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.
A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Hud.athey@sussexvt.k12.de.us, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future quotes.

AGENCIES MAY NOT REMOVE SUBCONTRACTING 2ND TIER REPORTS – Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

33. ORDERING PROCEDURE

Successful vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

34. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number SVT201372_SUSXT_PAINT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
35. BILLING

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

36. METHOD OF PAYMENT

a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware 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 quotes. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State’s intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their quote, they are to prepare their quotes to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

37. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the quote unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product(s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

38. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term “reasonable”. If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work
promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

39. VENDOR RESPONSIBILITY

The State 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 RFQ 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 quote by completing Attachment 7, and are subject the approval and acceptance of Sussex Technical School District.

40. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

41. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: Environmentally Preferred Purchasing Policy

42. PERSONNEL, EQUIPMENT AND SERVICES

a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

b. 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.

c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

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

44. VENDOR BACKGROUND CHECK REQUIREMENTS

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

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

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

45. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

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

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

46. MINIMUM WAGE RATES
The Delaware Department of Labor has determined that work under this central contract is subject to prevailing wage.

47. PREVAILING WAGE

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of $500,000 for new construction (including painting and decorating) or $45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. The Department of Labor has determined that awarded contract is subject to prevailing wage. Awarded vendors shall confirm with the Department of Labor which of the prevailing wage rates applies to their project. Awarded vendors must identify the contract when confirming the proper rates.

48. DISPUTE RESOLUTION

At the option of the parties, they 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, OMB 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 the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. OMB 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. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys’ fees.

49. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 48 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

50. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS
STATE OF DELAWARE  
Sussex Technical School District 

The individual orders may be terminated as follows:

a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) 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 in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. **Termination for Convenience**: The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. **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 the State 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.

51. TERMINATION OF CONTRACT

The contract awarded as a result of this RFQ may be terminated as follows by Sussex Technical School District.

a. **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, the State 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 thirty (30) 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 the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not 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 the State provides a written acceptance of the vendor response. If the State does accept the Vendor’s method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State’s termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor’s proposed action plan and proceed with the original contract cancellation timeline.
b. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. **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 the State 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.

52. **CHANGES**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

53. **INTEREST OF VENDOR**

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

54. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

55. **RIGHTS AND OBLIGATIONS**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

56. **ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware 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
STATE OF DELAWARE  
Sussex Technical School District

57. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

58. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

59. GRATUITIES

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph “a”, the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

60. 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.

61. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of
their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

61. IRS 1075 Publication (If Applicable)

a. 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.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data. (Include any additional safeguards that may be appropriate)

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

c. 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.

62. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

63. SUBCONTRACTS

Subcontracting is permitted under this RFQ and contract. However, every subcontractor shall be identified in the Quote (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFQ and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

64. AGENCY’S RESPONSIBILITIES

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.

b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as
65. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Quote, Quote, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any 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
- Request for Quote
- Specifications or Scope of Work
- Definitions & General Provisions
- Quote
- Purchase Order
- Special Instruction

66. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

67. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Hud Athey
Sussex Technical School District
17137 County Seat Highway
Georgetown, DE 19947

68. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

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

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

69. NO PRESS RELEASES OR PUBLIC DISCLOSURE

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

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF QUOTES

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new quotes, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening quotes, the contract will be awarded or the quotes rejected.

4. EXECUTION OF CONTRACT

The Vendor(s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with Sussex Technical School District acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful vendor’s shall be required to advise and provide Sussex Technical School District of the gross costs associated with this contract.
VII. QUOTE REPLY SECTION

SUS201372_SUSXT_PAINT

Hallway Painting to Include Security Striping

Please fill out the attached forms fully and completely and return with your quote in a sealed envelope clearly displaying the contract number to the State of Delaware, Sussex Technical School District by January 27, 2020 at 12:00 noon (Local Time) at which time bids will be opened.

A mandatory pre-bid meeting has been scheduled for January 6, 2020 at 10AM. **This is a mandatory meeting.** If Vendor does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

Quotes must be mailed to:

Sussex Technical School District  
Attn: District Office  
17137 County Seat Highway  
Georgetown, DE 19947

PUBLIC QUOTE OPENINGS

The public quote opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the quotes at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the quote opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each quote has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

**NOTE: ONLY THE VENDOR’S NAME AND ADDRESS WILL BE READ AT THE OPENING**

ATTACHMENTS

The following attachments are required to be included in the final submission package.
NO QUOTE REPLY FORM

Contract No.: SUS201372_SUSXT_PAINT  Contract Title: Hallway Painting to Include Security Striping

To assist us in obtaining good competition on our Request for Quotes, we ask that each firm that has received a quote, 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 quote.

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

____ 1. We do not wish to participate in the quote process.

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

   __________________________________________________________________________

   __________________________________________________________________________

____ 3. We do not feel we can be competitive.

____ 4. We cannot submit a Quote 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 Quotes 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 QUOTE REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.
STATE OF DELAWARE
Sussex Technical School District

Attachment 2

CONTRACT NO.: SUS201372_SUSXT_PAINT Contract Title: Hallway Painting to Include Security Striping
DEADLINE TO RESPOND: January 27, 2020 at 12:00 PM (local time)

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

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

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Sussex Technical School District.

COMPANY NAME ______________________________________________________________   (Check one)

NAME OF AUTHORIZED REPRESENTATIVE ________________________________

SIGNATURE ________________________________ TITLE ________________________________

COMPANY ADDRESS _____________________________________________________________

PHONE NUMBER ________________________________ FAX NUMBER ________________________________

EMAIL ADDRESS ________________________________ STATE OF DELAWARE LICENSE NUMBER ________________________________

FEDERAL E.I. NUMBER ________________________________

COMPANY CLASSIFICATIONS: 

CERT. NO.: ________________________________

Certification type(s) Circle all that apply

Minority Business Enterprise (MBE) Yes No
Woman Business Enterprise (WBE) Yes No
Disadvantaged Business Enterprise (DBE) Yes No
Veteran Owned Business Enterprise (VOBE) Yes No
Service Disabled Veteran Owned Business Enterprise (SDVOBE) Yes No

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

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

ADDRESS _____________________________________________________________

CONTACT _____________________________________________________________

PHONE NUMBER ________________________________ FAX NUMBER ________________________________

EMAIL ADDRESS _____________________________________________________________

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment? YES ________ NO ________ if yes, please explain __________________________________________________________________________

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this ________ day of __________________, 20 ________

Notary Public __________________________________________ My commission expires __________________

City of ____________________________ County of ____________________________ State of ____________________________
EXCEPTIONS FORM

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

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

<table>
<thead>
<tr>
<th>Paragraph # and page #</th>
<th>Exceptions to Specifications, terms or conditions</th>
<th>Proposed Alternative</th>
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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Quote. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company’s background and capabilities. Failure to respond to any of these questions may result in your quote to be rejected as non-responsive.

<table>
<thead>
<tr>
<th>1.</th>
<th>AGENCY TO ENTER QUESTIONS THAT VENDORS CAN RESPOND TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the size of your workforce?</td>
<td></td>
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</table>

| 2. | Do you have the capability to supply enough workforce to complete within specified timeframe? Please explain and/or show how you can meet this need. |

| 3. | |


Attachment 5

Contract No.: SUS201372_SUSXT_PAINT
Contract Title: Hallway Painting to Include Security Striping

CONFIDENTIALITY FORM

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

<table>
<thead>
<tr>
<th>Confidentiality and Proprietary Information</th>
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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
STATE OF DELAWARE
Sussex Technical School District

Attachment 6

Contract No.: SUS201372_SUSXT_PAINT
Contract Title: Hallway Painting to Include Security Striping

BUSINESS REFERENCES FORM

List a minimum of three business references, including the following information:
- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list 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.
### SUBCONTRACTOR INFORMATION FORM

#### PART I – STATEMENT BY PROPOSING VENDOR

<table>
<thead>
<tr>
<th>1. CONTRACT NO.</th>
<th>2. Proposing Vendor Name</th>
<th>3. Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUS201372_SUSXT_PAINT</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>4. SUBCONTRACTOR</th>
<th>4c. Company OSD Classification:</th>
</tr>
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<tbody>
<tr>
<td>a. NAME</td>
<td>Certification Number:</td>
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<tr>
<td></td>
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<tr>
<td>b. Mailing Address:</td>
<td>4d. Women Business Enterprise</td>
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<td>4e. Minority Business Enterprise</td>
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<td>4f. Disadvantaged Business Enterprise</td>
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<td>4g. Veteran Owned Business Enterprise</td>
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<td>4h. Service Disabled Veteran Owned Business Enterprise</td>
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</table>

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<tr>
<th>5. DESCRIPTION OF WORK BY SUBCONTRACTOR</th>
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<table>
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<tr>
<th>6a. NAME OF PERSON SIGNING</th>
<th>7. BY (Signature)</th>
<th>8. DATE SIGNED</th>
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<tr>
<th>6b. TITLE OF PERSON SIGNING</th>
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</table>

#### PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR

<table>
<thead>
<tr>
<th>9a. NAME OF PERSON SIGNING</th>
<th>10. BY (Signature)</th>
<th>11. DATE SIGNED</th>
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<tr>
<th>9b. TITLE OF PERSON SIGNING</th>
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Use a separate form for each subcontractor
STATE OF DELAWARE
Enter Agency Name

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

E-mail report to vendorusage@state.de.us no later than the 15th of each month for prior calendar month usage.

Check here if there were no transactions for the reporting period

<table>
<thead>
<tr>
<th>Supplier Name:</th>
<th>State Contract Item Sales $</th>
<th>-</th>
<th>Report Start Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Non-State Contract Item Sales $</td>
<td>-</td>
<td>Report End Date:</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>Total Sales $</td>
<td>-</td>
<td>Today's Date:</td>
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<tr>
<th>Customer Group</th>
<th>Customer Department, School District, or OTHER - Municipality / Non-Profit</th>
<th>Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)</th>
<th>Item Description</th>
<th>Awarded Contract Item YES/NO</th>
<th>Contract Item Number</th>
<th>Unit of Measure</th>
<th>Qty</th>
<th>Contract Proposal Price/Rate</th>
<th>Total Spend (Qty x Contract Proposal Price/Rate)</th>
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Note: A copy of the current Usage Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: Hud.athey@sussexvt.k12.de.us
State of Delaware

Subcontracting (2nd tier) Quarterly Report

<table>
<thead>
<tr>
<th>Prime Name:</th>
<th>Report Start Date:</th>
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<tbody>
<tr>
<td>Contract Name/Number</td>
<td>Report End Date:</td>
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<tr>
<td>Contact Name:</td>
<td>Today's Date:</td>
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<tr>
<th>Vendor Name*</th>
<th>Vendor TaxID*</th>
<th>Contractor Name/Number*</th>
<th>Vendor Contact Name*</th>
<th>Vendor Contact Phone*</th>
<th>Report Start Date*</th>
<th>Report End Date*</th>
<th>Amount Paid to Subcontractor*</th>
<th>Work Performed by Subcontractor UNSPSC</th>
<th>M/WBE Certifying Agency</th>
<th>Veteran/Serviceman Disabled Veteran Certifying Agency</th>
<th>2nd tier Supplier Name</th>
<th>2nd tier Supplier Address</th>
<th>2nd tier Supplier Phone Number</th>
<th>2nd tier Supplier email</th>
<th>2nd tier Supplier Tax Id</th>
<th>Description of Work Performed</th>
<th>Date Paid</th>
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**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

Completed reports shall be saved in an Excel format, and submitted to the following email address: hud.athey@sussexvt.k12.de.us
The Office of Supplier Diversity (OSD) has moved to the Division of Small Business (DSB)

Supplier Diversity Applications can be found here: https://gss.omb.delaware.gov/osd/

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD: OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here: http://directory.osd.gss.omb.delaware.gov/self-registration.shtml

New Address for OSD:
Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915
Email: OSD@Delaware.gov
Web site: https://gss.omb.delaware.gov/osd/

Dover address for the Division of Small Business
Local applicants may drop off applications here:
Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.
KNOW ALL PERSONS BY THESE PRESENTS, that we, ______________________, as principal ("Principal"), and ______________________, a ______________________ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the ______________________ ("Owner") (insert State agency name), in the amount of __________________ ($________), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this __________ day of ____________, 20__. 

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. ___________ dated the __________ day of ____________, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse Owner sufficient funds to pay the costs of completing the Contract that Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by Owner, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause Principal fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.
IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

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<tr>
<th>Witness</th>
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Title

Date

Company Name

Company Address

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<th>Witness</th>
<th>Name</th>
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Title

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Title
KNOW ALL MEN BY THESE PRESENTS That ____________________________ of ____________________________, principal, and ____________________________ of ____________________________, as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _______ Dollars or _______ per cent (not to exceed _______ Dollars) of amount bid on Contract No. ________________ to be paid to said State of Delaware for the use and benefit of the ____________________________ of said State, for which payment well (hereinafter referred to as Agency) and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal ____________________________ who has submitted to said Agency of the State of Delaware, a certain quote to enter into a certain contract to be known as Contract No. ________________, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. ________________, and if said ____________________________ shall well and truly enter into and execute said Contract No. ________________, and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said quote, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _________________ seal and dated this _________ day of _________________ in the year of our Lord two thousand and ______ (20____).

SEALED AND DELIVERED IN THE
Presence Of ________________________________ (Seal)

Name of Bidder (Principal)

Witness

__________________________ BY ________________________________ (Seal)

Corporate Seal

Title

__________________________ BY ________________________________ (Seal)

Name of Surety

Title
The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.

2. Vendor shall provide a detailed description of services to be provided, and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the vendor quote.

   Include catalogs or links, if that is what is asked for.

Vendors are encouraged to review the Evaluation criteria to see how the quotes will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK – Form must be included.

4. One (1) completed RFQ Exception Form (Attachment 3) – please check box if no information – Form must be included.

5. One (1) completed Profile and Capabilities Form (Attachment 4)

6. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.

7. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.

8. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.

9. One (1) complete OSD Application (see link on Attachment 10) – optional, only provide if applicable

The items listed above provide the basis for evaluating each vendor’s quote. Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration. If an item listed above is not applicable to your company or quote, please make note in your submission package.
QUOTE REPLY REQUIREMENTS (CONT’D)

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. One (1) paper copies of the vendor quote paperwork.

2. Zero (0) electronic copy of the vendor quote saved to CD or DVD media disk, or USB memory stick. Any copies of electronic price files shall be included on the same electronic media, but shall be saved separately from.
Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS