REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES TO PROVIDE ARCHITECTURAL/ENGINEERING SERVICES FOR DESIGN/REDESIGN SERVICES AND RENOVATION/RECONSTRUCTION OF THE HISTORICALLY SIGNIFICANT WILLIAM HENRY MIDDLE SCHOOL
ISSUED BY Capital School District

RFP NUMBER# CSD 22-001

I. Overview

The Capital School District (CSD) is seeking architectural/engineering teams. This request for proposal ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: December 7, 2021
Deadline for Questions	Date: December 14, 2021
Response to Questions Posted by:	Date: December 17, 2021
Deadline for Receipt of Proposals	Date: December 21, 2021 at 3:00PM (Local Time)
Estimated Notification of Award	Date: January 20, 2022

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services.

II. Scope of Services

Capital School District is soliciting interested professional architectural and engineering teams to submit a proposal to provide design/redesign services for renovation/reconstruction/conversion of the historically significant William Henry Middle School in Dover Delaware. The District Office is located at 198 Commerce Way, Dover, DE 19904.

The Professional Services for all projects required in accordance with this RFP shall consist of four (4) phases of work that will include: Schematic Design, Design Development, Construction Documents and Construction Administration Services. The services outlined shall include but may not be limited to:

- A complete analysis of the attached project schedule with an acknowledgement that the schedule can or cannot be accomplished by the firm submitting the proposal.
- A complete analysis of the current Long Range Facility Master Plan.
- Consulting with key CSD staff to refine project/program requirements and key design considerations prior to the preparation of schematic design documents.

- Provide the necessary professional staff or sub-consultants required to support the design including Architectural Services, Civil Engineering, Structural Engineering, Mechanical, Electrical, Plumbing, HVAC, elevator systems if required, landscaping, traffic study/impacts, and all other related design elements for the project.

- The preparation of conceptual design plans to include architectural elevations, ingress and egress, and site plans to demonstrate interaction of the existing facility with pedestrian crosswalks, surface parking, and surrounding operations. Meet with CSD staff to review and revise conceptual drawings as directed.

- Cost estimates will NOT be required. A Construction Manager will be selected to provide this service.

- Develop and facilitate a plan to gather public input prior to and during design.

- Coordinate geotechnical and soil analysis services required for structural design. Provide the CSD staff with' written findings summarizing the results and recommendations.

- Prepare full and complete design documents and construction specifications with engineered plans, sealed under the direction of a licensed professional engineer, registered in the State of Delaware. Provide final drawings and specifications to the Department of Education, CSD staff, and its agents for review and approval.

- Attend and represent the CSD at all City Planning and Zoning Board meetings as required to achieve the necessary city approvals. Additional meetings with Planning Staff and other city representatives may be required for preliminary technical review sessions.

- Attend and represent the CSD at all State, County and municipal agency meetings as required to achieve the necessary State and County approvals.

- Provide construction administration services to include documenting construction progress, site conditions, and other field conditions. Provide consultation services to CSD staff, contractors and independent inspectors as needed to facilitate progress. Review submittals, reject or approve construction manager's request for payment, consult *with* the CSD staff as to costs associated with change orders. Attend job site meetings, respond to RFI's as required.

- Provide project closeout services to include all final inspections and acceptance of contractor's work certify in writing compliance of design specifications and construction documents and prepare all substantial completion forms.

The Capital School District may award a contract for a particular professional service to two or more vendors if the District makes a determination that such award is in its best interest.

III. Required Information

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

A. Minimum Requirements

1. Project architect and engineer for this work must be registered in the State of Delaware.

   Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

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

B. General Evaluation Requirements

1. Letter of Interest to include the following

a. Name of Firm
b. Location of principal and branch offices
c. Length of time in business
d. Firm ownership structure

2. Experience - 25 points

a. List similar school projects current or completed

1. Project name and owner
2. Year completed
3. Type of project (new, renovation, addition, replacement)
4. Construction cost

3. Expertise - 15 points

Please identify your company's proposed management staff for the project. Provide an Organizational Chart identifying all of your key staff members and showing how each interacts with the other staff members assigned to this project. For each key staff member, please include a detailed resume, which summarizes:

a. Education, including name of institution, field of study, degree(s) earned and year(s) received.
b. Professional registration(s) and/or professional society membership(s)
c. Design experience

4. Capacity - 15 points

a. List total number of the Architectural and/or engineering firm's personnel, other than secretarial/clerical, by professional or skill group (i.e. architects, engineers)

b. List all projects currently under contract

1. Project name and owner

2. Status of project i.e. design, under construction and applicable percent complete and including expected completion date
3. Approximate construction cost

4. Construction Type i.e. General Construction, Construction Management, Design/Build

5. Reputation - 15 points

a. List a minimum of three (3) references for which your firm has performed similar services within the last five (5) years.

b. List of all litigation brought against the firm, its owners or principals.

6. Experience with Delaware Public Works Projects - 5 points

List State of Delaware public projects current or completed within the last five (5) years

1. Project name and owner
2. Year completed
3. Type of project (new, renovation, addition, replacement)
4. Construction cost

7. Geographical Location of the Firm - 5 points

8. Demonstrated Ability *– 20 points.*

a. Tabulation of ten most recently completed projects accompanied by brief description and the following information*:*

1. Owners' name

2. Owners' address and telephone number

3. Telephone number of contact individual

4. Initial estimate of project cost

5. Final project cost

6. Name, address and telephone number of General Contractor or Construction Manager accompanied by name of appropriate contact individual.

7. Percentage breakdown of change order documents due to architectural, engineering or design errors, architectural, engineering or design omissions, field conditions and owners' request.

b. Describe your knowledge and experience designing schools from programmatic perspective along with incorporating transitions (student flow) into the design.

C. Financial Capability

If you are a joint venture and not submitting combined information, each firm must submit information. Provide a copy of your last audited annual financial statement.

D. Litigation

Record of any litigation brought against the firm or principals of the firm in the State of Delaware in the last five [5] years

E. Appendix

Provide any supplemental information in support of your team's qualifications (corporate brochures, articles and awards).

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

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

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C*. § 6981.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Ade Kuforiji
CFO/Business Manager
Capital School District
198 Commerce Way, Dover, Delaware 19904
EMAIL ADDRESS: Adewunmi.Kuforiji@capital.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.

5. Consultants and Legal Counsel

The Capital School District may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' proposals. Respondents shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with District Employees

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

7. Organizations Ineligible to Respond

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

8. Exclusions

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

a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private

contract or subcontract, or in the performance of the contract or subcontract;

b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

d) Has violated contract provisions such as:

1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

e) Has violated ethical standards set out in law or regulation

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. Capital School District reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 8 paper copies (1 original and 7 copies) and 1 electronic copy on CD.

All properly sealed and marked proposals are to be sent to the Capital School District and received no later than **3:00 PM (Local Time)** on **December 21, 2021.** The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Ade Kuforiji
CFO/Business Manager
Capital School District
198 Commerce Way, Dover, Delaware 19904
EMAIL ADDRESS: Adewunmi.Kuforiji@capital.k12.de.us

Vendors are directed to clearly print "BID ENCLOSED" and "CONTRACT NO. CSD22-001" on the outside of the bid submission package.

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

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

3. Proposal Modifications

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

4. Response Costs and Expenses

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

5. Late Proposals

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

6. Response Opening

The Capital School District will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the Capital School District personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals.

7. Non-Conforming Proposals

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

8. Concise Proposals

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

9. Realistic Proposals

It is the expectation of the Capital School District that vendors can fully satisfy the scope of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the vendor's capabilities.

10. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the Capital School District/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The Capital School District 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 Capital School District'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 proposal is received by the Capital School District and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals 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 proposal without including proprietary information, they must adhere to the following procedure or their proposal 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 RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not a "public record" as

defined by 29 *Del. C*. § 10002(l), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the Capital School District will open the envelope to determine whether the procedure described above has been followed.

11. Multi-Vendor Solutions (Joint Ventures)

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

Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

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

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

Nothing in this section shall prohibit the Capital School District from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however,

vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by Capital School District.

c. Multiple Proposals

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

12. Sub-Contracting

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

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

13. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **December 14, 2021**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **December 17, 2021**. Vendor names will be removed from questions in

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

Section number

Paragraph number

Page number

Text of passage being questioned

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

14. Capital School District's Right to Reject Proposals

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

15. Capital School District's Right to Cancel Solicitation

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

This RFP does not constitute an offer by the Capital School District. Vendor's participation in this process may result in the Capital School District 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 Capital School District to execute a contract nor to continue negotiations. The Capital School District may terminate negotiations at any time and for any reason, or for no reason.

16. Capital School District's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C*. § 6986, the Capital School District may award a contract for a particular professional service to two or more vendors if the agency head (superintendent) makes a determination that such an award is in the best interest of the Capital School District.

17. Notification of Withdrawal of Proposal

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

Proposals become the property of the Capital School District at the proposal submission deadline.

18. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the state's website at http://bids.delaware.gov/. The Capital School District is not bound by any statement related to this RFP made by any Capital School District employee, contractor or its agents.

19. Exceptions to the RFP

Any exceptions to the RFP, or the Capital School District's terms and conditions, must be recorded on attachment 2. Acceptance of exceptions is within the sole discretion of the evaluation committee.

20. Award of Contract

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

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

a. RFP Award Notifications

After reviews of the submitted proposals have been completed and once the contract terms and conditions have been finalized, the Board of Education of the Capital School District will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. It should be explicitly noted that the Capital School District is not obligated to award the contract to the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the Capital School District. The award is subject to the appropriate Capital School District approvals.

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

21. Price Not Confidential

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

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the Capital School District and community members. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C*. §§ 6981 and 6982 **The Team will negotiate with the qualified firm designated 1st on the preference list.** The Team shall make a recommendation regarding the award to the Capital School District Board of Education, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the Capital School District.

2. Proposal Selection Criteria

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

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

The Capital School District reserves the right to:

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

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Experience	**25**
Expertise	**15**
Capacity to meet requirements	**15**
Reputation	**15**
Experience with Delaware Public Works Projects	**5**
Geographical Location of the Firm	**5**
Demonstrated Ability	**20**
Total	**100 points**

3. Proposal Clarification

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

4. References

The Capital School District 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 Capital School District may choose to visit existing sites where the vendor is working, or has completed work, which may or may not include vendor personnel. If the vendor is involved in such site visits, the Capital School District will pay travel costs only for Capital School District personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Capital School District. 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 Capital School District are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

a. The term of the contract between the successful bidder and the District shall be in effect until the construction project is completed. Term may be extended by mutual agreement of both parties.

b. The selected vendor will be required to enter into a written agreement with the Capital School District. The Capital School District reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the Capital School District. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

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

d. The Capital School District's standard contract will most likely be supplemented with additional applicable agreements including local and state required forms, as well as AIA documents. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a Capital School District purchase order signed by two authorized representatives of the agency requesting service, properly processed through the Capital School District Business Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the proposal, contract, and the special instructions, once it is received by the successful vendor.

f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to

another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

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

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

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of Capital School District Employees

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

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

The Below are anticipated to be contract terms negotiated between Capital School District and selected vendor.

5. General Contract Terms

a. Independent contractors

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

It may be at the Capital School District's discretion as to the location of work for the contractual support personnel during the project period.

b. Non-Appropriation

In the event the Capital School District Board, or 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 District 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.

c. Licenses and Permits and Other Relevant Costs

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

Prior to receiving an award, the successful vendor shall either furnish the Capital School District with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building,

P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

d. Notice

Any notice to the Capital School District required under the contract shall be sent by registered mail to:

Ade Kuforiji
CFO/Business Manager
Capital School District
198 Commerce Way, Dover, Delaware 19904
EMAIL ADDRESS: Adewunmi.Kuforiji@capital.k12.de.us

e. Indemnification

1. General Indemnification.

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Capital School District, 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 and its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the District, its employees or agents.

2. Proprietary Rights Indemnification

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

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor

(collectively “”Products”) is or in vendor’s reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

(a) Procure the right for the Capital School District to continue using the Product(s);

(b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

(c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the Capital School District agrees to and accepts in writing.

f. Insurance

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

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

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

a.	Comprehensive General Liability	$1,000,000 per person and $3,000,000 per occurrence

And at least one of the following, as outlined below:

b.	Medical or Professional Liability	$1,000,000/$3,000,000
c.	Misc. Errors and Omissions	$1,000,000/$3,000,000
d.	Product Liability	$1,000,000/$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of district staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	$100,000/$300,000
b.	Automotive Property Damage (to others)	$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

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

h. Warranty

NA

i. Costs and Payment Schedules

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

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

j. Penalties

The Capital School District may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor

violates any of the covenants, agreements or stipulations of the contract, the Capital School District shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the Capital School District, 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 useable to the Capital School District.

l. Termination for Convenience

The Capital School District may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the Capital School District, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the Capital School District. If the contract is terminated by the Capital School District as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established

commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the Capital School District shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

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

p. Work Product

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

q. Contract Documents

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

r. Applicable Law

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

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

(1) the laws of the State of Delaware;
(2) the applicable portion of the Federal Civil Rights Act of 1964;
(3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
(4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
(5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the Capital School District reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s. Scope of Agreement

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

t. Other General Conditions

(1) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

(2) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until contract completion.

(3) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Capital School District.

(4) **Additional Terms and Conditions** – The Capital School District reserves the right to add terms and conditions during the contract negotiations.

u. Background check of site personnel

Selected vendor will be required provide recent criminal background checks for all personnel who will be on Capital School District sites. Capital School District will not be responsible for any costs associated with background checks. Results of the background checks must be reviewed with the appropriate Capital School District personnel and Capital School District reserves the right to preclude any employees or contractors from its sites based on the background check at its sole discretion.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The Capital School District reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the Capital School District with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the Capital School District.

2. Definitions of Requirements

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

ATTACHMENTS:

Attachment 1 - Non-Collusion Statement
Attachment 2 – Exceptions
Attachment 3 – Confidentiality and Proprietary Information
Attachment 4 – Business References

Balance of page intentionally blank

STATE OF DELAWARE
Capital School District

CONTRACT NO.: **CSD 22-001** **TITLE:** **Architectural/Engineering Services**

Attachment 1 **OPENING DATE:** **December 21, 2021**

NON-COLLUSION STATEMENT

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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 Capital School District.

COMPANY NAME _____ (Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ State of Delaware LICENSE NUMBER _____

	(circle one)	(circle one)	(circle one)
COMPANY CLASSIFICATIONS: CERT. NO._____	Women Business Enterprise (WBE) Yes No	Minority Business Enterprise (MBE) Yes No	Disadvantaged Business Enterprise (WBE) 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 _____

STATE OF DELAWARE
Capital School District

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 WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Capital School District

Attachment 2

CONTRACT NO. CSD 22-001
Architectural/Engineering Services
PROPOSAL REPLY SECTION

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

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

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

Note: **use additional pages as necessary.**

STATE OF DELAWARE
Capital School District

Attachment 3

CONTRACT NO. CSD 22-001
Architectural/Engineering Services
PROPOSAL REPLY SECTION

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

Confidentiality and Proprietary Information

Note: Add additional pages as needed.

STATE OF DELAWARE
Capital School District

Attachment 4

CONTRACT NO. CSD 22-001
Architectural/Engineering Services

Business References

List a minimum of five 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 list the contract/agency as Business Name.

1. Business Name/Mailing Address:
   Contact Name/Phone Number:
   Number of years doing business with :
   Describe type of work performed:

2. Business Name/Mailing Address:
   Contact Name/Phone Number:
   Number of years doing business with :
   Describe type of work performed:

3. Business Name/Mailing Address:
   Contact Name/Phone Number:
   Number of years doing business with :
   Describe type of work performed:

4. Business Name/Mailing Address:
   Contact Name/Phone Number:
   Number of years doing business with :
   Describe type of work performed:

5. Business Name/Mailing Address:
   Contact Name/Phone Number:
   Number of years doing business with :
   Describe type of work performed: