

**Delaware State University**

# **Request for Proposal**

**Copier and Mailroom Management Services**

**Contract No. DSU260509 - COPIERMAIL**

**Bid packets must be received by: 3:00pm on May 20, 2026**

**Time listed above is the local time in the State of Delaware**

**E-mail: [contracts@desu.edu](mailto:contracts@desu.edu)**

**Note: Bidder bears the risk of bid's late delivery, non-delivery, or spam box delivery. Bidder must have a system delivered e-mail return receipts request.**

**Point of Contact: Procurement Team**

**E-mail: [contracts@desu.edu](mailto:contracts@desu.edu)**

## **ALL VENDORS:**

The enclosed packet contains a "REQUEST FOR PROPOSAL" (RFP) for the contract listed on cover page. The proposal consists of the following:

- I. Introduction**
- II. Scope of Work**
- III. Format For Proposal**
- IV. Proposal Evaluation Procedures**
- V. Pre-Bid Meeting**
- VI. Definitions and General Provisions**
- VII. Proposal Reply Section - Proposal/ Bid Submission Form**

### **Attachments:**

- 1) Non-Collusion Statement**
- 2) Exceptions**
- 3) Confidentiality and Proprietary Information**
- 4) Business References**
- 5) Subcontractor Information Form**
- 6) Bid/ Pricing Sheet**

### **Appendixes:**

- A. Details of the scope of work**
- B. General Questions and Answers**
- C. Cyber Responsibilities, Liability and Insurance**

Responses must be submitted electronically via email to [contracts@desu.edu](mailto:contracts@desu.edu) . The email subject line must include the RFP title and contract number. The RFP title may be abbreviated if necessary.

Each electronic submission must consist of one single file only. The file name must begin with the vendor's legal name. The uncompressed file size must not exceed 5 megabytes. The submission must be in PDF format, must not be password-protected, and must be provided as one consolidated file, not multiple attachments. Any deviation from these requirements will result in automatic rejection of the submission.

Vendors shall not send any messages to this email address other than the required submission. Any unnecessary or unrelated emails may be automatically filtered as spam, and the vendor assumes full responsibility and liability for any resulting failure of the University to receive or respond to such communications.

The bidder bears all risks associated with incomplete submissions, late submissions, or submissions sent to any email address other than the one specified in this RFP. It is the bidder's responsibility to ensure that a confirmation of receipt is obtained from the University. The University is not responsible for submissions that are filtered to spam, blocked, corrupted, or otherwise not delivered by the bidder's or the University's email systems unless and until the University issues an explicit confirmation of receipt.

**In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly including but not limited to all attachments and bid submission form.**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP).

There will be NO mandatory pre-bid meeting.

Bid bond requirement for this RFP has been waived.

The term of the contract between the successful bidder and the University shall be Three (3) years. There is an option to renew the contract for Two (2) one-year extensions by negotiation.

This RFP will use non-State funds.

# I. INTRODUCTION

## A. PURPOSE

Delaware State University (hereinafter referred to as "University") solicits proposals from qualified vendors (hereinafter referred to as "vendor") for Copier and Mailroom Management Services. It is our intent to receive proposals from qualified Bidders, demonstrating the capability to provide the quality of products and/or services required to meet the needs and objectives of the University. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ [6924](#).

To get more information about university, please visit us at <http://www.desu.edu>

### 1. COMPETITIVE PROPOSAL

It has been determined by the Delaware State University, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive proposals because the use of competitive bidding is not practical and/or not in the best interest of the University. The use of competitive proposals 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 proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different prices, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

### 2. CONTRACT REQUIREMENTS

The contract will be issued to meet the University needs as described in the scope of work.

### 3. STATE 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. MULTIPLE SOURCE AWARD

The University reserves the right to award this contract to more than one vendor pursuant to 29 Del. C. [§6926](#).

### 5. POTENTIAL CONTRACT OVERLAP

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

## 6. CONTRACT PERIOD

Each Vendor's contract shall be valid for period as listed previously in this RFP. The University reserves the right to extend this contract on a month-to-month basis after the term of the full contract has been completed. However, the University reserves the right to change the term of the contract resulting from this RFP as deemed necessary and at its sole discretion. The University reserves the right to terminate any contract at any time upon 30-day notice. Further, the University reserves the right to negotiate with the Vendor any additional contracts that would start prior to the intended expiration date, and/or has the option to extend the intended expiration date.

## B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP 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 proposal and award process.

- **Non-Mandatory Site visit**

**March 24, 2026 at 10:00 AM**

(Martin Luther King Building, First Floor, Copy Center Area, 1200 N. DuPont Highway, Dover, DE 19901. Contact for this site visit only is Ms. Tamara Stoner, Ph. 302-857-7841, Email: [tstoner@desu.edu](mailto:tstoner@desu.edu).

**Important Note:** This contact information is provided solely to facilitate the site visit. Any other use—including questions, submissions, evaluations, or bid results—will be the sole responsibility of the sender and may result in disqualification from the bidding process or rejection of the bid. All such inquiries must be directed only to [contracts@desu.edu](mailto:contracts@desu.edu).

- **Deadline to Receive Questions**
- **Responses to Questions Posted by**
- **Bid Opening**
- **Contractor Selection Date**
- **Projected Contract Start Date**

**April 07, 2026, at 10:00 AM**

**April 30, 2026**

**May 20, 2026, at 3:00 PM**

**TBD**

**August 01, 2026**

\* Each of the above dates is subject to change. Local time means the State of Delaware local time.

**Note:** All questions must be submitted in writing and provided in Microsoft Word format. Each question shall be written in paragraph form, numbered sequentially, and shall not include tables, Microsoft Excel spreadsheets, or any other embedded objects or attachments. All questions must be submitted via email to [contracts@desu.edu](mailto:contracts@desu.edu). Questions shall conform exactly to the required format described below. Any submission that deviates from these requirements will not be reviewed, accepted, or considered by the University.

Section number\_\_\_\_, Paragraph number\_\_\_\_, Page number\_\_\_\_, Text of passage being questioned\_\_\_\_, Question: \_\_\_\_\_.

Answers will be published at <https://mmp.delaware.gov/Bids/> in the form of an addendum next to the RFP.

We will publish all public related information, including but not limited to answers to RFP questions, amendments or changes to the RFP, changes to the RFP's scheduled events/ dates, contract award/ no award, and other relevant information at <https://mmp.delaware.gov/Bids/> next to the RFP. Most of this information will be published in the form of addendums. Please do not expect to receive any personalized or individual responses from the University. Therefore, we encourage all prospective bidders to please take a moment to register your organization (provided you have not already done so) by clicking at <https://denotificationservices.bbcportal.com/>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded in Attachment 2).

### **C. RFP DESIGNATED CONTACT**

All requests, questions, or other communications about this RFP shall be made in writing to the University. Address all communications to the person listed below; communications made to other University 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.

#### **Attention: Procurement Team**

To ensure that written requests are received and answered in a timely manner, e-mail correspondence must be sent to [contracts@desu.edu](mailto:contracts@desu.edu)

### **D. CONTACT WITH UNIVERSITY EMPLOYEE**

Direct contact with university employees other than the University Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting University employees risk elimination of their proposal from further consideration.

## **II. SCOPE OF WORK**

### **A. OVERVIEW**

The Vendor(s) shall provide all equipment, materials and labor to supplement the University's need for this contract as described herein in Appendix A. The contract will require the Vendor(s) to cooperate with the University to ensure the University receives the most current state-of-the-art material and/or services.

## **III. FORMAT FOR PROPOSAL**

### **A. INTRODUCTION**

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

## **B. PROPOSAL RESPONSE**

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. 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 proposal 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 proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

## **C. 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 University.

## **D. CONCISE PROPOSALS**

The University 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 University's interest is in the quality and responsiveness of the proposal.

## **E. COVER LETTER**

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

## **F. TABLE OF CONTENTS**

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

## **G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

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

#### **H. DISCOUNT**

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

#### **I. SAMPLES OR BROCHURES**

Samples or brochures may be required by the University for evaluation purposes. They shall be submitted to the University 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 RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

#### **K. BID BOND REQUIREMENT**

Bid bond requirement is waived for this RFP.

#### **L. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The University reserves the right to reject any non-responsive or non-conforming proposals.

Any proposal received after the date and time deadline specified in this RFP on the cover page shall not be considered. Vendor bears the risk of late delivery or delivery at any other location of the University than specified herein. Any response/ responses received after the stated time or received at any other location of the University than specified herein will not be entertained. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

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

#### **M. PROPOSAL EXPIRATION DATE**

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

#### **N. WITHDRAWAL OF PROPOSALS**

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

#### **O. PROPOSAL MODIFICATIONS**

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

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.

#### **P. LATE PROPOSALS**

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

#### **Q. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)**

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

#### **R. INCURRED EXPENSES**

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

#### **S. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

#### **T. 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 University'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.

#### **U. EXCEPTIONS**

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 2. 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 2 to be considered.** Exceptions listed elsewhere in the Vendor's proposal will not be considered. University maintains sole discretion to reject any vendor exceptions that are submitted.

## **V. BUSINESS REFERENCES**

Business references are to be provided via Attachment 4.

## **W. DOCUMENT(S) EXECUTION**

All vendors must complete and submit with their proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 1. The awarded vendor(s) will be presented with the contract form 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 the University.

The University requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a university vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) 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.

## **X. PRICE NOT CONFIDENTIAL**

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

## **IV. PROPOSAL EVALUATION PROCEDURES**

### **A. GENERAL ADMINISTRATION**

#### **1. UNIVERSITY'S RIGHT TO REJECT PROPOSALS**

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

#### **2. UNIVERSITY'S RIGHT TO CANCEL SOLICITATION**

The University reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The University 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 University. Vendor's participation in this process may result in the University 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 University to execute a contract nor to continue negotiations. The University 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 Vendor(s) is to begin any work prior to receipt of a University Purchase Order signed by authorized representatives of the University requesting service.

#### **4. DELIVERY OF PROPOSALS**

Proposals shall be delivered as prescribed in this RFP.

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of late delivery or delivery at any other location of the University than specified herein. Any response/ responses received after the stated time or received at any other location of the University than specified herein will not be entertained.

#### **5. PUBLIC OPENING OF PROPOSALS**

The proposals may or may not be publicly opened at the time and place specified by the University. In case there is a public opening, vendors or their authorized representatives are invited to be present. In such case 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 proposal or proposals:

- a. More than one proposal 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 University, 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 proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. If required, non-attendance of mandatory pre-bid meetings shall be a cause of disqualification.

#### **7. AUTHORITY OF UNIVERSITY**

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 University shall be final and binding.

#### **8. 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**

University shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be non-responsive or non-responsible.
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the University.
2. Vendors whose proposals 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 University.
  - e. Whether the vendor supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria establish by the University.
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. The University 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. PROPOSAL EVALUATION COMMITTEE**

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the University.

The Committee 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.
- Select more than one vendor pursuant to 29 Del. C. §6926.

University 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 University.

**D. REQUIREMENTS OF THE VENDOR**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application.

**E. CRITERIA AND SCORING**

	<b><i>Criteria Description</i></b>	<b><i>Points</i></b>
1.	Experience and qualifications of offeror with higher education contracts of similar size and scope please provide the Number of technicians and staff to meet	15

	Delaware State University needs for preventative and emergency maintenance and all other customer services, including <b>peak-period coverage and backfill plan for call-outs</b> . Ability to meet <b>and report performance against AM &amp; PM</b> response timelines	
2.	The background and description of the bidders' organization, financial resources, past performance, Dun & Bradstreet report and references, including Number of service technicians available for DSU within 2 hours of campus.	5
3.	The price proposal/pricing structure or total proposed cost.	25
4.	Equipment fleet management experience of similar size and scope. <b>At least three (3) Higher Education references of comparable size/complexity</b> (campus environment, similar device counts, mailroom/copy center operations if applicable).	15
5.	Offerors ability to provide a single source solution, that is performed by offerors employees, not outsourced or performed by subcontractors or a multiple vendor solution	10
6.	Bidders well defined action plan for supply, delivery and implementation	5
7.	Quality and functionality and the service capabilities of the equipment.	5
8.	Bidders understanding of scope of RFP, demonstrated project plan and well defined action plan for training facilities/staff relative to the requirements of this RFP.	5
9.	Proposed action plan for automation of service, supplies	5
10.	Extent to which offeror agrees to the Universities terms, conditions and specifications without taking exception. Thoroughness and completeness of the proposal relative to the requirements.	10
	<b>Total Score</b>	<b>100</b>

**Note:**

For any contract involving temporary employee placement or the hiring of contractors that could be considered employees of the University (i.e. provided workspace on university property and under direct supervision of University employee). Under such circumstances, the Vendor must submit a separately identified Affordable Care Act (ACA) fee in the vendor's proposal response on the bid/ pricing sheet even though it is not separately asked on the bid/ pricing form.

1. The vendor must clearly identify how the ACA Safe Harbor fee is charged (i.e. by frequency, including by invoice, by hour, by employee, etc.).
2. The ACA Safe Harbor fee will remain a component of the scoring part for bid/ pricing component.

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 proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

**F. BEST AND FINAL OFFERS**

Once the proposals 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 University 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 University will pay travel costs only for university 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 University are the vendor's responsibility.

## **V. PREBID MEETING**

The mandatory requirement for attendance of pre-bid meeting has been waived.

## **VI. DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposals. 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:** Delaware State University.

**UNIVERSITY:** Delaware State University.

**BID INVITATION:** The "invitation to bid" or "Request for Proposals" 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 Delaware State University.

**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.

**PROPOSAL:** 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.

**RFP:** Request for Proposals.

**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 they have contracted.

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

**VENDOR'S DEPOSIT:** The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the University 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 RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The University 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 proposal 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 RFP and the contract. The submission of a proposal 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. to University 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 material 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 University 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 PROPOSALS**

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 University/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

## **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 departments, and all Officers, University 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 University.
- b. The Vendor and the surety shall hold and save harmless the University, the departments, their employees, 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 University, 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 proposal 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 proposal may be consigned to the University. 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 University may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with University Purchasing Procedures. The University will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

The successful bidder (s) is required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to [Invoices@desu.edu](mailto:Invoices@desu.edu)

## **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 University, 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, 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 University 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 University 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 term of the contract, unless further negotiations are deemed necessary by the University.

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 RFP 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 University is not prohibited from requesting a price reduction on those services or material during the initial term or any subsequent options that the University may agree to exercise.

If agreement is reached to extend this contract beyond the initial period, University 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 university, the successful vendor(s) may be required to submit their items list in an electronic format designated by the University.

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 UNIVERSITY EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the University 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 University pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the University 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).

## **22. ACA SAFE HARBOR**

The University and its utilizing departments are not the employer of temporary or contracted staff. However, the University is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the University 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 University and/or its departments 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 University 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 University will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

### **23. FUNDING OUT or NON-APPROPRIATION**

In the event the General Assembly/ University 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 University 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**

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 University.
3. 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 University. 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 University's Risk Management Office that is:

**Delaware State University**  
**Attention Mr. Stannis M. Smith - [smsmith@desu.edu](mailto:smsmith@desu.edu)**  
**Vice President of Legal Affairs & General Counsel**  
**Dr. Claiborne D. Smith Administration Building**  
**1200 North DuPont Highway, Dover, DE 19901-2277**

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.

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 University's 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 University be named as an additional insured on any policy required under this agreement.

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to university contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.

6. Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
7. In case of a software/ information technology related work, additional insurance must be provided as listed under <http://mymarketplace.delaware.gov/documents/cyber-liability.doc>

## **25. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the University 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. <https://dti.delaware.gov/>

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 proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the University, 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 University, the University 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 University 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 University 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 the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the University agrees to and accepts in writing.

## **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 University 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 University no later than 30 days following the delivery of the University's invoice detailing the open market purchase. Under no circumstances shall monies be due to 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 University 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. OPPORTUNITY BUYS**

The University 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 University 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.

## **30. I FOUND IT CHEAPER**

The University can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The University will afford any Vendor on an existing contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

## **31. 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. All consumables delivered by the Vendor and received by university become the property of the University. Orders may be accomplished by written purchase order, telephone, e-mail, fax or computer on-line systems.

## **32. BILLING**

The Vendor is required to "Bill as Shipped" to the University. The University 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.

University 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.

## **33. METHOD OF PAYMENT**

- a. For each P.O. issued as part of this contract, the University 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 University 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 University authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

The University will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The successful bidder (s) is required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to [Invoices@desu.edu](mailto:Invoices@desu.edu)

#### **34. 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 proposal unless specific approval is given by the University 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.

#### **35. SCHEDULE FOR PERFORMANCE OF WORK**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the University 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.

#### **36. VENDOR RESPONSIBILITY**

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

#### **37. 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.

#### **38. 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](http://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](#)

### **39. 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 University. Only those subcontractors identified in Attachment 5 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 5 must be approved in writing by the University.

### **40. 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 University are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

### **41. VENDOR BACKGROUND CHECK REQUIREMENTS**

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

By University 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 university 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 University's contract.

#### **42. 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](#)

#### **43. 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.

#### **44. DISPUTE RESOLUTION**

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

If the matter is not resolved by negotiation, 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 University, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. 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. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

#### **45. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS**

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 his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the University 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 University, 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 University.
- b. Termination for Convenience:** The University 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 University.
- c. Termination for Non-Appropriations:** In the event the University 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 University 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.

#### 46. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by the University.

- 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 University 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 University, 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 University.

On receipt of the contract cancellation notice from the University, 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 affect or prevent the contract cancellation unless the University provides a written acceptance of the vendor response. If the University does accept the Vendor's method and/or action plan to correct the identified deficiencies, the University will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the University's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the University may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. Termination for Convenience:** The University 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 University, 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 University.

- 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 University 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.

#### **47. 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 University and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

#### **48. 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.

#### **49. 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 University 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 University 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 University's support shall be given in the publication.

#### **50. 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.

#### **51. ASSIGNMENT OF ANTITRUST CLAIMS**

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

## **52. TESTING AND INSPECTION**

The University reserves the right to conduct any test or inspection it may deem necessary to ensure equipment, materials and services conform to contract requirements.

## **53. COVENANT AGAINST CONTINGENT FEES**

The Vendor warrants that no person of the University 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 University 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.

## **54. GRATUITIES**

- a.** If it is found, after notice and hearing, by the University that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the University 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 University 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 University 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 University 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 University.

## **55. 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.

## **56. 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 University, 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 University representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the University or other duly authorized University, 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 University for disallowances shall be drawn from the Vendor's own resources and not charged to Contract

cost or cost pools indirectly charging Contract costs.

## **57. REMEDIES**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the University 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.

## **58. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 5) and agreed to in writing by the University or as are specifically authorized in writing by the University 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 University.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP 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 University.

## **59. UNIVERSITY'S RESPONSIBILITIES**

The University shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the University 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 University observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When University first experiences a relatively minor problem or difficulty with a vendor, the University 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. University 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 University has several remedies available to resolve non-performance issues with the contractor. The University should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the University 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 University cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the University 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 possible. [Corrective Action Report](#)

## **60. CONTRACT DOCUMENTS**

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

#### **61. ASSIGNMENT**

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

#### **62. NOTICE**

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

**Delaware State University**  
**Attention Mr. Stannis M. Smith - [smsmith@desu.edu](mailto:smsmith@desu.edu)**  
**Vice President of Legal Affairs & General Counsel**  
**Dr. Claiborne D. Smith Administration Building**  
**1200 North DuPont Highway, Dover, DE 19901-2277**

#### **63. 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 proposal as non-responsive.

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

#### **64. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The University 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 University 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 University.

### **C. AWARD AND EXECUTION OF CONTRACT**

#### **1. CONSIDERATION OF PROPOSALS**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the University or its agent, the best interest of the University 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 proposals, the contract will be awarded or the proposals 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 the University acting for all participating governmental entities.

## **7. INFORMATION REQUIREMENT**

The successful vendors shall be required to advise and provide University of the gross costs associated with this contract.

## **VII. PROPOSAL REPLY SECTION**

Please fill out the attached forms/ attachments fully and completely and return with your proposal.

### **PROPOSAL OPENINGS**

There will be no public opening of proposals.

**Proposal/ Bid Submission Form:**

**Delaware State University  
RFP for Copier and Mailroom Management Services  
Contract Number DSU260509 - COPIERMAIL**

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder. If the contract is awarded, vendor agrees to the terms and conditions of the State of Delaware's standard contract posted at <https://mymarketplace.delaware.gov/agencies/agency-forms.shtml> under [Agency/Vendor Contract](#) and under [Professional Services Agreement](#). The University reserves the right to deny any and all exceptions taken to the RFP requirements. It's further understood that in case of any conflict or inconsistency between the provisions of the contract documents shall be resolved by giving precedence to such documents in the following order: (a) the signed Contract/ Agreement (including any amendments or modifications thereto); (b) the RFP itself; and (c) Vendor's response to the RFP.

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\_\_\_\_\_  
Vendor/ Business Name

\_\_\_\_\_  
Authorized Signature/ Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
City, State                  Zip Code

\_\_\_\_\_  
Cell Phone Numbers

\_\_\_\_\_  
Other Telephone Numbers

\_\_\_\_\_  
E-Mail Address (print clearly)

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Additional E-Mail Address (print clearly)

\_\_\_\_\_  
Federal EI Number

\_\_\_\_\_  
Web Address

**CONTRACT NO. DSU260509 - COPIERMAIL**  
**CONTRACT TITLE: RFP for Copier and Mailroom Management Services**

**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 Delaware State University.

**Note:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with Delaware State University. Please print everything listed below.

COMPANY NAME \_\_\_\_\_ Please circle one: Corporation, Partnership, Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_ E-MAIL \_\_\_\_\_

FEDERAL EI # \_\_\_\_\_ STATE OF DELAWARE BUSINESS LICENSE # \_\_\_\_\_

COMPANY CLASSIFICATION: \_\_\_\_\_ CERTIFICATE NO. \_\_\_\_\_

**CERTIFICATION TYPE (S). Please circle all (Yes or No) that applies.**

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

(Information provided through above table is for informational and statistical use only)

**PURCHASE ORDER SHOULD BE SENT TO:**

Company Name and Address \_\_\_\_\_  
\_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**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 \_\_\_\_\_ or No \_\_\_\_\_

If yes, please explain \_\_\_\_\_

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

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

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

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



**CONTRACT NO. DSU260509 - COPIERMAIL**

**CONTRACT TITLE: RFP for Copier and Mailroom Management Services**

**CONFIDENTIAL INFORMATION FORM**

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

Confidentiality and Proprietary Information

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

**CONTRACT NO. DSU260509 - COPIERMAIL**  
**CONTRACT TITLE: RFP for Copier and Mailroom Management Services**

**BUSINESS REFERENCES**

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

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

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

**Reference One**

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

**Reference Two**

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

**Reference Three**

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

**DELAWARE STATE UNIVERSITY/ STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

**CONTRACT NO. DSU260509 - COPIERMAIL**  
**CONTRACT TITLE: RFP for Copier and Mailroom Management Services**

**SUBCONTRACTOR INFORMATION FORM**

**SUBCONTRACTOR INFORMATION FORM**

Are you proposing the use of any subcontractors in the fulfillment of the requirements as outlined in the solicitation?

--

*If yes, complete this form.*

**Responding Vendor Information**

Company Name	
DBA (if applicable)	
Company Address	

**Subcontractor Information**

Company Name	
DBA (if applicable)	
Company Address	

Diverse Vendor Self-Identification	
State Certified	
Federal Certified	

If yes, which State(s):

--

**Description of Work by Subcontractor**

--

Once completed, this form must be signed by both vendors.

Proposing Vendor

Subcontractor

Authorized Signature:

Authorized Signature:

Name:

Name:

Title:

Title:

Date:

Date:



**Use a separate form for each subcontractor**

**CONTRACT NO. DSU260509 - COPIERMAIL**

**CONTRACT TITLE: Copier and Mailroom Management Services**

**BID/ PRICING SHEET**

Please clarify in detail all costs/fees that will be charged to the University for your product/ services to perform all the scope of work. The Vendor shall provide below a complete and detailed disclosure of all costs and fees to be charged to the University in connection with the delivery of its products and services necessary to perform the full scope of work and its extensions, if any. Such disclosure must expressly include, without limitation, all direct and indirect charges, taxes, duties, surcharges, licensing, subscriptions, warranties, maintenance, support, training, consumables, compliance obligations, and any other foreseeable or incidental expenses. Any cost, fee, or charge not explicitly itemized and included in grand total below shall be deemed unauthorized, and the Vendor shall have no right to invoice, recover, or otherwise seek payment from the University for any additional, hidden, or unforeseen amounts, regardless of size, percentage, or circumstance.

**Copier and Mailroom Management Services Pricing Sheet**

**Grand Total Price**

**Price per 12 months period inclusive of all work outlined in the scope of services.**

	<b>Itemized Price for Each Category</b>	<b>Total Yearly Price</b>
Fiscal Year 2026-27  Details: <ul style="list-style-type: none"> <li>• <b>Equipment Costs</b> <ul style="list-style-type: none"> <li>○ Lease or purchase price per unit</li> <li>○ Model specifications (speed, volume, color/B&amp;W)</li> <li>○ Installation and setup fees</li> </ul> </li> <li>• <b>Usage-Based Charges</b> <ul style="list-style-type: none"> <li>○ Cost per copy/print (color and B&amp;W)</li> <li>○ Monthly volume tiers or overage rates</li> <li>○ Scan and fax charges (if applicable)</li> </ul> </li> <li>• <b>Maintenance &amp; Support</b> <ul style="list-style-type: none"> <li>○ Preventive maintenance fees</li> <li>○ On-call service rates</li> </ul> </li> </ul>	\$	\$

- SLA response times and uptime guarantees
- **Consumables**
  - Toner and ink costs
  - Paper supply (if included)
  - Replacement parts (drums, rollers)
- **Software & Integration**
  - Document management or print tracking software
  - Integration with existing systems (e.g., Active Directory, billing)
- **Training & Onboarding**
  - User training sessions
  - Technical onboarding support
- **Environmental & Sustainability Fees**
  - Recycling programs
  - Energy-efficient equipment premiums

### **Mailroom Services Pricing Categories**

- **Labor Costs**
  - Hourly or monthly staffing rates
  - Overtime or holiday premiums
- **Mail Handling & Processing**
  - Incoming mail sorting and delivery
  - Outgoing mail preparation and postage
  - Courier and express mail handling
- **Equipment & Supplies**
  - Postage meters, folders, inserters
  - Lease or purchase costs
  - Maintenance and repair fees
- **Volume-Based Charges**
  - Per-piece or per-pound rates
  - Bulk mail discounts
  - Special handling fees (certified, international)
- **Technology & Automation**
  - Digital mailroom solutions
  - Barcode tracking or scanning systems
- **Reporting & Compliance**
  - Monthly reporting costs
  - HIPAA or data security compliance fees
- **Optional Add-ons**
  - Package receiving and distribution
  - Mail forwarding or redirection
  - Temporary staffing or surge support

Fiscal Year 2027-28  Details: <ul style="list-style-type: none"> <li>• Same as above</li> </ul>	\$	\$
Fiscal Year 2028-29  Details: <ul style="list-style-type: none"> <li>• Same as above</li> </ul>	\$	\$

**Costs for contract extension periods**

	<b>Itemized Price for Each Category</b>	<b>Total Yearly Price</b>
Fiscal Year 2029-30  Details: <ul style="list-style-type: none"> <li>• Same as above</li> </ul>	\$	\$
Fiscal Year 2030-31  Details: <ul style="list-style-type: none"> <li>• Same as above</li> </ul>	\$	\$

**First 12 months Price: \$ \_\_\_\_\_ In words: \_\_\_\_\_ Dollars**

**2<sup>nd</sup> 12 months Price: \$ \_\_\_\_\_ In words: \_\_\_\_\_ Dollars**

3<sup>rd</sup> 12 months Price: \$ \_\_\_\_\_ In words: \_\_\_\_\_ Dollars

NAME OF FIRM: \_\_\_\_\_

SIGNATURE (of authorized member of the firm): \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**Note:** There shall be no underutilization or overage charge for copies/prints per month. The University will only accept proposals with unlimited copies/prints for all devices. Equipment prices should be based upon the list of equipment provided in this RFP.

# Details of Pricing

Vendor Name:

**\*Accessories in bold are mandatory inclusive for each group category/number.**

All others please use the following codes: S=Standard, O=Option and N/A=Not Available on model

**Vendors are to only fill in the yellow highlighted areas of each group/category.**

**BLACK AND WHITE CATEGORIES**

Black and White	CATEGORY/GROUP NUMBER:				
		S, O, N/A	MONTHLY LEASE	PURCHASE	ONE MONTH LEASE
General	Optimum Monthly Copies		Unlimited	Unlimited	Unlimited
	Min. & Max Copies per Minute (Enter Next Cell)				
	Make				
	Model #				
	Maximum Duty Cycle				
	Min. Paper Weight				
	Max. Paper Weight				
	Min. & Max. Copy Size				
Input	Paper Decks /Tray (paper capacity)				
	Bypass Tray (Capacity)				
	<b>Duplexing Document Feeder</b> (Capacity)				
Finishing	Output Tray				
	Finisher with stapling capabilities				
	Document Folding Unit (Roll Fold 8 1/2 x 11)				
	Document Insertion Unit				
	Professional Puncher				
	Booklet Trimmer				
	Perfect Binder				
	3 Hole Punch				
	Envelopes (sizes supported)				
	Saddle Finisher, Booklet Maker				
	Multi-Function Position Finisher Stapler				
Labels (size and type supported)					
Network Printing	Printer Board*				
	User Copy Security & Reporting features				
Fax Scanning	Fax Board*				
	Scanner				
	Scanning Software				
	Mailboxes (max. mailboxes supported)				
	Scan to Network functionality				
	Scan to Email functionality				
Software Integration	LDAP 3.0 Integration				
	SMTP/Mail Integration				
	NTP Integration				

	Groupware interfacability				
<b>Additional Software</b>	Enterprise Print/Image Management Software				
	PDF Enhancement/Searchable PDF Function				
<b>RAM</b>	Ram Upgrade				
<b>Additional Options</b>	Surge Protector				
	Cabinet				
	Tab Feeding Attachment				
	Control Card Reader				
	Encrypted Secure Print Software				
	HDD Data Encryption Kit				
	<b>HDD Data Erase Kit</b>				
	Removable HDD Kit				
	Barcode Printing Kit				
	High Capacity Stacker				
	Stacker Dolly				
	Punch Tools for Professional Puncher				
	Secure Watermark				
	Fiery Digital Print Server				
	Braille Kit				
	ADF-Access Handle Kit				
	Remote Operators Software Kit				
	Voice Guidance Kit				
Voice Operation Kit					
USB Option for Print/Copy from USB					
<b>Machine Price</b>	<b>COST OF COPIER</b>				
<b>Maintenance</b>	<b>Monthly Maintenance for Purchased Machines</b>				

**NOTES:**

**Network Printing Kit to include:**

- a. Memory: 128MB minimum, expansion optional
- b. Storage: 20GB Shared minimum
- c. PDL Support: PCL 5e/6, Postscript 3, and current version
- d. Emulation
- e. Interface Connections 100 Base-T (RJ-45)
- f. USB, 2.0 High Speed minimum
- g. Secure/Private document printing capability
- h. Host OS:

*Windows XP Professional, 2007, Vista all versions, and current Windows desktop version*

Windows Server 2003 and current Windows server version

Solaris current and minus two version

Apple Macintosh OS version 10.x and current versions

Novell Network current and minus two versions

Network Protocol: TCP/IP, Apple Talk, IPX/SPX

Remote Device Management via an enabled web interface

Ability to interact through telnet, or web browser to diagnose all networked equipment, log onto unit, reinitialize and perform diagnostics.

Ability to cancel, hold, promote or release jobs in the queue remotely.

**Fax Board:**

a. Applicable Line: Public Switch Telephone Network (PSTN)

b. Connection

Lines=1

c. Sending/Receiving original sizes

**Color Scanning Required:**

Minimum 600x600dpi

**If an option requires another option to function (ex. Hole punch requires multi-position or booklet-maker finisher), please specify below\*:**

**The University recommends minimizing these instances as the expectation is that options work independently.**

**COLOR CATEGORIES**

COLOR	CATEGORY/GROUP NUMBER:				
		S, O, N/A	MONTHLY LEASE	PURCHASE	ONE MONTH LEASE
General	Optimum Monthly Copies		Unlimited	Unlimited	Unlimited
	Min. & Max Copies per Minute (Enter Next Cell)				
	Make				
	Model #				
	Maximum Duty Cycle				
	Min. Paper Weight				

	Max. Paper Weight				
	Min. & Max. Copy Size				
<b>Input</b>	Paper Decks /Tray (paper capacity)				
	<i>Bypass Tray</i> (Capacity)				
	<b>Duplexing Document Feeder</b> (Capacity)				
<b>Finishing</b>	Output Tray				
	Finisher with stapling capabilities				
	Document Folding Unit (Roll Fold 8 1/2 x 11)				
	Document Insertion Unit				
	Professional Puncher				
	Booklet Trimmer				
	Perfect Binder				
	3 Hole Punch				
	Envelopes (sizes supported)				
	Saddle Finisher, Booklet Maker				
	Multi-Function Position Finisher Stapler				
	Labels (size and type supported)				
<b>Network Printing</b>	Printer Board*				
	User Copy Security & Reporting features				
<b>Fax</b>	Fax Board*				
<b>Scanning</b>	Scanner				
	Scanning Software				
	Mailboxes (max. mailboxes supported)				
	Scan to Network functionality				
	Scan to Email functionality				
<b>Software Integration</b>	LDAP 3.0 Integration				
	SMTP/Mail Integration				
	NTP Integration				
	Groupware interfacability				
<b>Additional Software</b>	Enterprise Print/Image Management Software				
	PDF Enhancement/Searchable PDF Function				
<b>RAM</b>	Ram Upgrade				
<b>Additional Options</b>	Surge Protector				
	Cabinet				
	Tab Feeding Attachment				
	Control Card Reader				
	Encrypted Secure Print Software				
	HDD Data Encryption Kit				
	<b>HDD Data Erase Kit</b>				

	Removable HDD Kit				
	Barcode Printing Kit				
	High Capacity Stacker				
	Stacker Dolly				
	Punch Tools for Professional Puncher				
	Secure Watermark				
	Fiery Digital Print Server				
	Braille Kit				
	ADF-Access Handle Kit				
	Remote Operators Software Kit				
	Voice Guidance Kit				
	Voice Operation Kit				
	USB Option for Print/Copy from USB				
<b>Machine Price</b>	<b>COST OF COPIER</b>				
<b>Maintenance</b>	<b>Monthly Maintenance for Purchased Machines</b>				

**NOTES:**

**Network Printing Kit to include:**

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- d. Emulation
- e. Interface Connections 100 Base-T (RJ-45)
- f. USB, 2.0 High Speed minimum
- g. Secure/Private document printing capability
- h. Host OS:

*Windows XP Professional, 2007, Vista all versions, and current Windows desktop version*

*Windows Server 2003 and current Windows server version*

*Solaris current and minus two version*

*Apple Macintosh OS version 10.x and current versions*

*Novell Network current and minus two versions*

*Network Protocol: TCP/IP, Apple Talk, IPX/SPX*

Remote Device Management via an enabled web interface

Ability to interact through telnet, or web browser to diagnose all networked equipment, log onto unit, reinitialize and perform diagnostics.

Ability to cancel, hold, promote or release jobs in the queue remotely.

**Fax Board:**

- a. Applicable Line: Public Switch Telephone Network (PSTN)
- b. Connection Lines=1
- c. Sending/Receiving original sizes



		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

**Mailroom & Copy Center Operations Pricing**

Personnel	Monthly	Yearly	36 Month	Year 1 Extension	Year 2 Extension
<ul style="list-style-type: none"> <li>• Sr Site Manager</li> <li>• Graphic Designer</li> <li>• Site Supervisor</li> <li>• 6 Sr. Onsite</li> </ul>					
Package Management System					
Electronic Print Submission Tool					
Vehicles:					
Ford Transit-350 High Roof Cargo Van or Similar					
Ford Transit-150 Low Roof Cargo Van or similar					
Ford Transit-150 Low Roof Cargo Van or similar					
Phones & Computers					

Printer Management System					
Mail & Print Finishing Equipment					
Total					

- **Note:** For a total of 9 personnel. Everyone's schedule is 8:30am-4:30pm M-F

- **Overflow work provided by Vendor:**

- **Please state your ability to provide overflow print and mail production services.**



**Must be included in Vendor response:** Please provide a description of the proposed software/interface package that tracks performance and inventory utilization, provides reporting, network card release for secure "anywhere" printing, print/copy/asset accountability, etc.

Track device usage by user, application and device.

Generate reports for, but not limited to, the following:

Number of Pages Printed

Number of Pages Scanned

Number of Pages Printed with Color

Number of Pages Printed Black and White

Single Sided Usage

Double-Sided Usage

Document Size Usage

Performance/Error Histories and Trends

Track consumables.

Track and Report single device or group devices.

Discover and track all network printing.

The University's goal is to engage in this type of software/technology possibly during the life of this contract agreement. The University will track cost of ownership of equipment, equipment performance, list jobs printed through network/direct printing, accounting and auditing activity of users, interactive printing "print anywhere", and centralize management of networked devices.

In addition to the software defined above, Bidders are also encouraged to propose an equivalent solution "Hosted" by the vendor. Expectation is that the vendor will track and manage the data requested above and provide reporting on a monthly or quarterly basis.

**List Software/Interface Package Program:**

**Vendor Description of Software/Interface Package Program (please include copies of brochure/portfolio information in your bid):**

**Brochures/Portfolio of Software/Interface Package Program included with Bid? (Y/N):**

**List Cost Options Available for Software/Interface Package (please include warranty and maintenance costs, but list separately):**


**This is a value added request only and will not be included in Scoring Criteria:**

Value Added Option #1 is a Recycle Recovery Program – Awarded vendor(s) remove all full waste toner cartridges and expended toner cartridges. The University is interested in seeing vendor proposals that include the following:

**Vendor Description of Recycle Recovery Program (please include copies of brochure/portfolio information in your bid):**

--

**Provide sample reporting of environmental impact based on actual recycle volumes (is this included with Bid? (Y/N):**

--

**List Cost Options Available for Recycle Recovery Program:**


**Any other value Added.** These value added may include but are not limited to design, implement and manage a print infrastructure that addresses all aspects of the university environment, which includes four unique user communities: students, faculty, staff and guests. Solution to enable, track, manage, and secure printing, copying, and scanning.**the following:**

**List Cost Options for other value added:**


**NAME OF FIRM:** \_\_\_\_\_

**SIGNATURE (of authorized member of the firm):** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Scope of Work

**CONTRACT NO. DSU260509 - COPIERMAIL**  
**CONTRACT TITLE: Copier and Mailroom Management Services**

Delaware State University is soliciting proposals for Copier and Mailroom Management Services. Please review the scope of work.

## **Scope of Work**

Delaware State University is seeking proposals that will design a service model that aligns with business outcomes and allows operational and service delivery flexibility. To this end, providers may provide alternative service delivery methodologies that adapt to fluctuating workload requirements while ensuring a high level of end-user satisfaction for Students, Faculty and Staff. Additional services may include but are not limited to design, implement and manage a print infrastructure that addresses all aspects of the university environment, which includes four unique user communities: students, faculty, staff and guests. Solution to enable, track, manage, and secure printing, copying, and scanning.

At a minimum proposals shall include copiers/printers/multi-function devices, mailroom operations and their management. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement and manage the lease purchase, purchase, delivery, maintenance and installation of various multi-function devices over the term of this Contract in accordance with the requirements and provisions stated in this RFP.

## **ADDITIONAL REQUIREMENTS**

### **COPIER REQUIREMENTS (Minimum)**

- a. Produce copies on 8 ½ " x 11", 8 ½ " x 14" and 11" x 17"
- b. All units proposed must be delivered as multi-functional devices to provide faxing, network printing and scanning.
- c. Have automatic document feeders that handle a minimum of 50 sheets
- d. Have automatic duplexing
- e. Must be a console model or come equipped with a stand or cabinet
- f. Automatic duplexing must not reduce the speed per minute more than 30%
- g. Have one operators manual per unit
- h. Have book copy feature
- i. Security that prevents files remaining on the hard drive of the unit from being accessible (secure print/confidential print queue)
- j. Capable of network printing, faxing and scanning.
- k. Have sufficient surge protectors to handle problems related to power surges
- l. Sort, staple, fax, scan, print and offset stack
- m. Contain a setting that allows a walk up user to have next priority after the current job is completed.

- n. Capable of walk up printing even if network problems exist.

**COLOR COPIER REQUIREMENTS** (All items in copier requirements above plus :)

- a. Minimum 50 pages per minute
- b. Ability to manipulate jobs (insert pictures, cover pages, etc.) that are sent in via network
- c. High capacity paper tray capable of holding 4,000 sheets
- d. Capable of handling up to 12 x 18 paper

**LARGE BLACK AND WHITE MODELS** (All items copier requirements above plus :)

- a. Minimum 105 pages per minute
- b. Ability to manipulate jobs (insert pictures, cover pages, etc.) that are sent in via network
- c. High capacity paper tray capable of holding 4,000 sheets
- d. Finisher - Saddle stitching, hole punching, etc.
- e. Insertion - cover pages, etc.

**VENDOR REQUIREMENTS**

- a. Submit brochures and specifications on complete manufacturer's line of black and white units plus the items in 2 and 3 above
- b. Submit separate cost per copy pricing for black and white units and color units that include all supplies (except paper), maintenance, parts service and labor.
- c. Provide service capability (number of technicians employed by company, number of technicians in Dover area, call response time on site, parts inventory and access to parts inventory, etc.)
- d. All machines provided must be new, not remanufactured.
- e. Submit references that reflect Higher Education experience, or of accounts of the same size or larger (contact, length of contract, number of machines, etc.)
- f. Invoicing – capable of providing one monthly invoice broken down by machine and the number of copies per machine, number of copies per access code, etc.
- g. Be able to offer a “Pay to print” / student print option.
- h. Must be able to supply units, install all units, provide training to key operator of each unit placed, relocate units when needed, all to be included in the cost per copy program.
- i. Must be able to provide their networking.
- j. Provide productivity reporting that details response time to service calls, number of service calls in a given period etc.
- k. Provide remote monitoring and vendor (s) responsible must be able to manage all devices.
- l. Proposal for managing our copy center and mailroom.
- m. All equipment to be delivered set up per a schedule dictated by Delaware State University.
- n. Any machines installed at any time during the contract term will be billed at the cost per copy bid in your proposal.
- o. If required the vendor must provide machine moves as part of the contract.
- p. Loaner devices if needed will be provided at no charge.
- q. Service calls must be answered with physical response time of 4 hours.
- r. Once machines are in place the vendor must provide the DSU Copy Center with ample toner and staples so there is no down time if the machine requires toner or staples.
- s. The vendor must provide ongoing preventative maintenance for all devices to avoid

unnecessary down time.

- t. Invoicing will be done on a monthly basis and will be accomplished with one (1) invoice. The invoice will list all machines and their respective copy counts for the month. The vendor is responsible for acquiring the copy counts.

### **BRIEF OVERVIEW**

The vendor shall provide all equipment, materials and labor to supplement Delaware State University's need for COPIERS, PRINTERS AND MULTI-FUNCTION DEVICES as described herein. The contract will require the Vendor(s) to cooperate with the University to insure it receives the most current state-of-the-art material and/or services.

The University would also like each vendor to propose managing our in-house copy center and mailroom. Your proposal should include your experience in a program of this type, references, a cost proposal and how you would include your employees in this transition. It is the University's desire for this copy center to be a full-service center offering printing service. Please also describe and list costs associated with any additional services provided that are not already listed in the scope of work provided.

### **Print Infrastructure:**

Design, implement and manage a print infrastructure that addresses all aspects of the university environment, which includes four unique user communities: students, faculty, staff and guests. Solution to enable, track, manage, and secure printing, copying, and scanning

## **Managed Services Scope of Work**

**Contract NO: 21-01-28-01**

**Contract Title RFP for Copier and Mailroom Management Services**

Delaware State University (DSU) is seeking a partner to provide an integrated suite of **Mail Services, Copy/Print Center Services, Fleet & Supply Management, and Central Receiving operations** across its campus locations. The University is focused on selecting a service provider capable of delivering **consistent service quality, operational efficiency, and a strong campus experience** for students, faculty, staff, and guests. . Vendors shall propose a service model to consult, design, build, and manage a state-of-the-art University Mail and Copy Center. The design should enable a seamless, user-friendly experience for students, faculty, and staff, including the ability to submit job requests through a web-to-print e-commerce platform, and should address emerging trends in mail and package delivery, tracking, and workflow management.

Locations:

- Main Campus: 1200 North Dupont Highway, Dover DE, 19901, MLK Building
- Downtown Campus: 120 North State Street Dover De, 19901
- Central Receiving: 1200 North Dupont Highway, Dover DE, 19901, Facilities Building

**Mail Services:** The selected partner will manage daily mail handling, package intake, sorting, delivery, and interoffice distribution for all University constituents. This includes support for both student and faculty mail, handling of incoming and outgoing USPS, UPS, and FedEx items, and effective use of mail tracking and notification platforms. Providers will also staff and operate a campus retail counter offering shipping, postage, and related support services

#### **Equipment/ Systems/ Vehicles supplied by Vendor:**

- Point of Sale System
- Enterprise Package Tracking System
- Postage Machines
- 2 Ford Transit-150 Low Roof Cargo Van or similar

**Copy Print Center:** The University's on-site **Copy/Print Center** will be operated as a full-service production environment, offering printing, copying, finishing, binding, large-format output, and Graphic Design support. The partner will coordinate job intake, production workflows, quality control, and timely delivery of completed work, while maintaining service levels that support instructional and administrative needs.

#### **Equipment/Systems to be Supplied by Vendor**

- Enterprise Web based print submission tool for job intake comparable to Digital Store Front
- Enterprise Print Device Management Tool for Secure print management and release.
- Plockmatic booklet maker
- Duplo-DC618 Cutter Creaser
- Epson T7270 Wide Format Plotter
- Triumph Cutter
- GBC Cold Laminator

In addition, the University requires support for **fleet and supply management**, including device consumables, toner inventory, and coordination of supply replenishment.

**Central Receiving:** The provider will also support **Central Receiving**, managing the intake, tracking, and distribution of University shipments, materials, supplies, and equipment including asset management and interface with Banner.

#### **Equipment/Systems/Vehicles:**

- Enterprise Package Management and tracking system
- Ford Transit-350 High Roof Cargo Van or Similar

**Staffing & Management:** The scope includes staffing, operational management, reporting, customer service, and support for service-level expectations. Providers will be expected to collaborate closely with University leadership, participate in performance review sessions, and offer continuous improvement recommendations.

- Sr Site Manager
- Graphic Designer
- Site Supervisor
- 6 Sr. Onsite

The University is seeking a partner with experience operating **campus-based mail, print, and logistics services**, familiar with the service demands of higher-education environments and capable of delivering a reliable, efficient, and student-friendly service model. Proposals should present creative approaches, operational best practices, and potential improvements that enhance service quality, streamline operations, and support DSU's long-term strategic objectives.

The University requests that each vendor provide a comprehensive proposal for managing the in-house Copy Center, Central Receiving, and Mailroom(s) operations. Proposals should clearly describe the vendor's experience delivering similar programs, including references from comparable engagements, a detailed cost proposal, and an explanation of how personnel will be onboarded and integrated to ensure a smooth transition. It is the University's intention for the Copy Center to operate as a full-service print and production facility that meets the diverse needs of campus stakeholders.

Vendors must also describe any additional services offered beyond those explicitly outlined in this Scope of Work and provide associated pricing for those optional services.

#### **Print Infrastructure Responsibilities**

The vendor shall design, implement, and manage a comprehensive print infrastructure that supports all aspects of the University environment. This includes the four primary user communities: students, faculty, staff, and guests. The solution must support the ability to

enable, track, manage, and secure all printing, copying, and scanning activities across campus.

### Mail Volumes

Delaware State University Mail Volume Statistics and Trends			
Mail Statistics	2023 Totals	2024 totals	2025 totals
Cost of Outbound Mail	\$22,368.58	\$19,996.64	\$31,271.58
Inbound Accountable Pieces**	65,325	59,233	63,171
Inbound Mail Pieces**	97,869	83,283	68,625
Mystery Mail**	3,432	1,864	1,253
Outbound Accountable Pieces**	2,853	2,658	1,991
Outbound Mail Pieces**	25,877	19,662	21,604
Returned Mail**	4,600	3,640	4,671
Total Package Pickup	71,441	61,209	61,919

#### MAIL SERVICES/SHIPPING AND RECEIVING SERVICES

Service Area	Service Provided	Contracted Volume
<b>Hours</b>	Regular Hours: 8:30-4:30, 1 hour lunch	Unless advised otherwise by the University, every working day starts at 8:30am
<b>Customer Service</b>	Field calls regarding mail and attending to customers who come to the mail center door with packages to be weighed or for assistance with packaging.	Field calls and one on one request. The busiest period is between Noon and 4:30. 3 Ricoh S/A's handle request during this period. Between 150 and 200 students/staff and faculty visit the Mail Center daily. The services requested at the front counter include walk up print request, assistance with packaging and mailing, package retrieval, stamp purchases, etc. Usually, at least one S/A is available for walkup assistance at all times during the day.
<b>Mail Delivery Runs</b>	Mail runs begin at 10:30 and 2:30 pm. US mail and interoffice mail is delivered and interoffice mail, outgoing US mail, and Accountable mail is picked up.	2 runs daily. Average time for each mail run is 1 1/2 hours.

<b>Incoming USPS Mail</b>	USPS mail is delivered by the Post Office between 11:00am to 12:00 pm. All USPS mail is sorted and delivered for next day delivery on the 10:30am mail run. The exception is Accountable mail which is delivered day of delivery.	Monthly incoming mail volume is approximately 11K pieces, which includes both accountable and USPS Mail. S/A's are assigned daily to sort mail. Total time spent organizing the mail 1.5 hours per day per S/A.
<b>Outgoing USPS Mail</b>	Outgoing USPS mail is either picked up on the mail run, from drop boxes around the campus or dropped off by customers. All mail received in the mail center by 3:00 pm is processed for pick-up by the Post Office that day.	5,300 pieces monthly which include Accountable mail. Approximately 3 hours a day performing this task.
<b>Outgoing USPS Cost Center Tracking</b>	All outgoing USPS mail is tracked by cost center. Reports are available upon request.	Report is submitted weekly and delivered to the University's A/P dept. Primarily one S/A is assigned to this task daily. Total time spent is one hour.
<b>Interoffice Mail</b>	Inter-office mail is either picked up on the mail run or dropped off by customers and delivered to intended party on next available mail run.	1,500 pieces monthly. Task is primarily handled by 2 associates. Time spent is approximately 1 hour per person.
<b>Research Mail</b>	Mail with unfamiliar employee name or addressed to DSU rather than a person needs to be researched in the DSU Directory or forwarded to the "Business Office" for review. Return Address or Incorrect Address Mail is processed as per USPS guidelines. Suspicious packages are handled using USPS, Ricoh, and DSU guidelines.	1,000 pieces monthly. 2 S/A's assigned to this task daily. Total amount of time spent is one hour per person.
<b>Postage Replenishment</b>	When Postage drops below \$2,0000.00, we submit a requisition for a check through the purchasing department.	As needed. Task is assigned to the Manager and Lead.
<b>Incoming Accountable Items</b>	Incoming accountable items (those requiring signatures - FedEx, UPS, DHL, EMS, Registered Mail) are tracked and delivered for signature.	approximately 200 daily accountable packages. Time spent 3.5 hours per day. All packages are scanned/names hand written and staged.
<b>Outgoing Accountable Items</b>	Stage accountable items that have been picked up on mail runs or dropped off at mail center for pick up at 4:00 p.m.	Approximately 20 daily. One S/A assigned to this task daily. One hour per day spent.
<b>Incoming Certified Mail</b>	Incoming Certified Mail delivered by USPS about 11:00 a.m. daily is signed for by mail staff, tracked, and delivered for signature during daily mail runs.	Approximately 5 daily
<b>Outgoing Certified Mail</b>	Outgoing Certified Mail picked up/ dropped off by 3:00 p.m. is prepared daily by mail staff for delivery to the Dover Post Office by 4:00 p.m.	Varies daily
<b>Business Reply Mail</b>	Sort, track (postage due to the cost centers), and deliver Business Reply Mail that Courier picks up at Post Office daily.	Approximately 10 daily
<b>Express Mail</b>	USPS Express mail is delivered by the Post Office around 12:00 p.m. and is delivered to departments with the 2:30 mail run.	75 Pieces monthly
<b>Print Cartridge Returns</b>	Construct print cartridge return containers supplied by UPS, collect empty print cartridges on delivery runs, place empty print cartridges in containers, and seal containers when full for UPS pick up.	As Needed
<b>FedEx Supply Orders</b>	Place order as necessary for FedEx packaging supplies to stock in dock vestibule for end users.	As Needed
<b>Ricoh Device Level One Services</b>	Changing toner, Clearing Jams/Service Calls	Task is done daily by 2 S/A's. Time varies but on average there is a total of 1 hour per day spent on this task.

#### REPROGRAPHICS SERVICES

Service Area	Service Provided	Contracted Volume
<b>Hours</b>	Regular Hours: 8:30-4:30, 1 hour lunch	One S/A starts the day at 8:30am. All others start at 8am

<b>Incoming Print Request</b>	Total number of print request per day is 10 on average.	. Time spent performing this task can vary from day to day, but on average about 4 hours a day is spent printing.
<b>Binding</b>	Types: Coil/GBC/Thermal	Total time spent is 1 hour per day binding.
<b>Graphic Design</b>	Graphic design and set up most the print request are handled daily by our staff. We assist students, staff and faculty at DSU.	s Staff have the capability of performing high end graphic design for the end users. Total time spent on graphic work for is approximately 2 hours daily. There are occasions each month when graphic design work can stretch into days depending on the complexity or type of request, and how many other parties are involved with information gathering for the project. Approximately 60% of all requests to the Center require some sort of modification from our staff. Modifications that may include changing contact information on business cards or flyers, etc., averaging out to perhaps 10 a day. On most occasions after completion of the finished product they are shipped out to an outside vendor. The graphics work includes using CS6, publisher and other MS office programs to design or modify business cards, flyers, large posters, etc. On some occasions the ideas are completely designed by us from the inception to its conclusion. Other occurrences may include modifying past work to update information for print.
<b>Large Format</b>	Graphic design and set up most the Large Format request handled daily by our staff. We assist students, staff and faculty at DSU.	Staff have the capability of performing high end graphic design for the end users in regards to large format printing. The large format work includes banners and large posters that advertise different departmental functions and events. We also do a considerable amount of work for outside organizations that relates to the University. Hours vary from month to month. There are times when 1 S/A will work on a Large Format design for 8 hours a day.
<b>Print Volume</b>	Color and B/W	Total for the 6 months 350,000 K. Total color 7K and B/W 58K per month average volume.
<b>Supply Order</b>	Order Supplies for the Print Center	Inventory supplies weekly and order appropriately. This task takes up to 2 hours per week.

**MISCELLANEOUS**

Service Area	Service Provided	Contracted Volume
<b>Student Mail Box</b>	Ensure that all students have ready access to their Mail Box	Collect Keys from outgoing students. Identify each box with the proper student's name. At the end of each school year there is a total of 5 hours a day spent maintaining the Mail Boxes for the new incoming student. From May to Mid Aug.
<b>Cash Reconciliation</b>	Involves that all charges from Postage and Print work done by the Center for Students and Staff.	Task takes about 1 hour per day with one S/A.
<b>Manage Ricoh Internal Records</b>		1 hour per week by one S/A

## CURRENT EQUIPMENT LIST Consolidated Equipment List

MFD Requirement	Size	# of Devices	Total monthly black volume	Average Monthly black volume	Total monthly color volume	Average Monthly color volume
25ppm monochrome	A-3	25	77,825	3,113		0
35ppm monochrome	A-3	31	135,811	4,381		0
40ppm monochrome	A-3	16	89,264	5,579		0
50ppm monochrome	A-3	6	53,484	8,914		0
50ppm monochrome	A-4	25	63,900	2,556		0
60ppm monochrome	A-3	3	15,789	5,263		0
30ppm color	A-4	5	9,535	1,907	7,525	1,505
45ppm color	A-3	4	6,676	1,669	16,124	4,031
<b>Total MFD</b>		<b>115</b>	<b>452,284</b>		<b>23,649</b>	
Production monochrome	A-3	1	8,712	8,712		0
Production Color	A-3	2	3,380	1,690	33,116	16,558
<b>Total Production Print</b>		<b>3</b>	<b>12,092</b>		<b>33,116</b>	
<b>Finishing Equipment</b>						
Plockmatic booklet maker						
Duplo-DC618 Cutter Creaser						
Epson T7270 Wide Format Plotter						
Triumph Cutter						
GBC Cold Laminator						

Model Number	Equipment ID	Serial Number	Site Reference
MP2554SP	13918063	C82095991	ALT 3028576144 PLEASE COME ON EITHER WEDNESDAY OR FRIDAY
MP5054SP	13992467	C82095938	Bldg 32 Education Humanities Room 100
MP5054SP	13992406	C82095939	Located in the copy center
MP5054SP	13992472	C82095940	Bldg 32 Education Humanities Room 134A LUNCH 1-2
MP5054SP	13996000	C82095941	Bank of America #313b
MP5054SP	13917734	C82095942	ETV - room 216

MP5054SP	13917665	C82095943	ETV - RM 107
MP5054SP	13917947	C82095944	room 117
MP5054SP	13992450	C82095945	Bldg 20, Thommason, Alumi Assoc.
MP5054SP	13992444	C82095946	Bldg 40 STE 120 New Admin Room 114
MP5054SP	13995582	C82095947	Bldg 40 New Admin Room 323
MP5054SP	13996086	C82095948	Oscar 1st Floor
MP5054SP	13992449	C82095949	Oscar 2nd floor
MP5054SP	13996934	C82095950	RM 122 BIOLOGY DEPT
MP5054SP	13918068	C82095951	Dept English Foreign Lang E H Building RM 212
MP5054SP	13917860	C82095952	University Commons 1570 N Dupont HWY
MP5054SP	13918065	C82095953	Bldg #20 - Thommason - Room 100 - T
MP5054SP	13918221	C82095954	the conwell hall room 101
MP5054SP	13997007	C82095956	CONRAD HALL 2ND FLOOR BBALL OFFICE
MP5054SP	13918095	C82095957	washington extension building
MP5054SP	13918119	C82095958	Bldg 47 SUITE 108
MP3554SP	13918096	C82095959	Courtyard Apts
MP3554SP	13992474	C82095960	Bldg 32, Education & Humanities, Room 283 (copy room)
MP3554SP	13917798	C82095961	Price bldh room 223
MP3554SP	13918175	C82095962	MLK Student Center
MP3554SP	13992451	C82095963	SCIENCE CENTER SOUTH
MP3554SP	13997010	C82095964	Bldg 30 Library Room 208
MP3554SP	13997008	C82095965	Bldg 30, Library, Room 103
MP2554SP	13918053	C82095966	Bldg #29 - Grossley Hall - Room 119
MP2554SP	13997009	C82095967	Bldg 30, Library, Room 214D
MP2554SP	13918094	C82095968	Baker
MP2554SP	13996935	C82095969	Bldg 38 ETV Room 135
MP2554SP	13992475	C82095970	Bldg 32 Education Humanities Room 112
MP2554SP	13917847	C82095971	William Carter
MP2554SP	13918118	C82095972	Ag Annex Building
MP2554SP	13992463	C82095973	Bldg 32 Education Humanities Room 213
MP2554SP	13992465	C82095974	Bldg 32, Education & Humanities, Room 205
MP2554SP	13992473	C82095975	Cottage 504
MP2554SP	13918055	C82095976	Thoammason Bldg Rm 100
MP2554SP	13918067	C82095977	Bldg 29 - Grossley Hall - Room 112
MP2554SP	13917669	C82095978	Nursing Dept Contact Miss Cookie
MP2554SP	13917848	C82095979	John Price RM 103
MP2554SP	13917948	C82095980	John Price
MP2554SP	13917971	C82095981	Bldg #5 - Memorial Hall - Room 209
MP2554SP	13917864	C82095982	Bldg 5 - Memorial Hall - Room 221
MP2554SP	13917837	C82095983	Room 209
MP2554SP	13917972	C82095984	Bldg #3 - MLK Student Center - Room
MP2554SP	13917974	C82095985	Bldg #3 - MLK Student Center - Room

MP2554SP	13917861	C82095986	MLK Student Center
MP2554SP	13996088	C82095987	Bldg 40 New Admin FLR 2 Room 220
MP2554SP	13997014	C82095988	Bldg 33 Science Center North Room
MP2554SP	13918220	C82095990	Sports Annex
MP2554SP	13917981	C82095992	Bldg #3 - MLK Student Center - Roo
MP3054SP	13918097	C82095993	BAKER BLDG RM 100
MP3054SP	13917839	C82095994	Room 311
MP3054SP	13917836	C82095995	Bank of America
MP3054SP	13917838	C82095996	Bank of America
MP3054SP	13917790	C82095997	Bank of America
MP3054SP	13917792	C82095998	BANK OF AMERICA BLDG 3RD FL ROOM 304
MP3054SP	13917791	C82095999	Bank of America bldg. Chris 3028576909
MP3054SP	13917833	C82096000	Bank of America
MP3054SP	13996936	C82096001	Bldg 30 Library 2nd floor
MP3054SP	13997002	C82096002	Bldg 30 Library 2nd Floor open a
MP3054SP	13918098	C82096003	Bldg 9 - Conwell Hall - Room 216 -
MP3054SP	13918071	C82096004	Bldg 28 room 219
MP3054SP	13918073	C82096005	Building 28 - Delaware Hall - Room 122
MP3054SP	13992466	C82096006	Bldg 32 Education Humanities 2nd floor mailroom next to room 263
MP3054SP	13997005	C82096007	Bldg 33, Science Center North, Room
MP3054SP	13918052	C82096008	Oscar bldg 3rd floor
MP3054SP	13992445	C82096009	Bldg 21 Student Health Center 1st
MP3054SP	13992383	C82096010	Bldg 32 Education Humanities Room 142
MP3054SP	13992470	C82096011	Bldg 13 Facilities Management Roo
MP3054SP	13917945	C82096012	LIBRARY 6TH FLR
MP3054SP	13917845	C82096013	2 nd floor room 205 Go through fire door Last office on left Social Dept
MP3054SP	13917788	C82096014	Bldg 30 - Library - Room 205
MP3054SP	13918066	C82096015	Bldg 27 Warren Franklin- room E102
MP3054SP	13917863	C82096016	Bldg 5 - Memorial Hall - Room 118
MP3054SP	13917866	C82096017	Bldg 5 - Memorial Hall - Room 114
MP3054SP	13917862	C82096018	Memorial Hall - Bldg #6 - Room 110
MP3054SP	13917975	C82096019	ADMIN BLDG PAYROLL 3RD FL
MP3054SP	13917969	C82096020	mlk building rm 306
MP3054SP	13996089	C82096021	Bldg 40 New Admin Room 107
MP3054SP	13918099	C82096022	Conwell Hall
MP3054SP	13992447	C82096023	Bldg 40 New Admin Room 110
MP3054SP	13995581	C82096024	Bldg 40, New Admin, Presidents office, 4th floor
MP3054SP	13996087	C82096025	Bldg 40, New Admin, Room 107
MP3054SP	13996091	C82096026	Bldg 40 New Admin Room 315
MP3054SP	13992446	C82096027	Bldg 40 New Admin Payroll 3rd Fl

MP3054SP	13995581	C82096028	Bldg 40 New Admin Provost 4th fl
MP3054SP	13997001	C82096031	Room314 Leila 302 857 6530
MP3054SP	13992471	C82096032	Bldg 32 Education Humanities Room 110
MP3054SP	13995997	C82096033	Bldg 32 Education Humanities room 267
MP3054SP	13917666	C82096034	ETV - room 119
MP3054SP	13997003	C82096035	Bldg 41, Univ Village, Room 3112
MP3054SP	13996933	C82096036	Airway Sciences simulator room C
MP2554SP	13917789	C82096115	Bank of America
MP301SPF	13992422	C82096324	Bldg 13, Facilities Management, Cen
MP301SPF	13996054	C82096325	Bldg 37 John Price Room 111
MP301SPF	13996055	C82096326	Bldg 32 Education Humanities Room 116
MPC4504	13996090	C82096379	3RD FL
MP301SPF	13996930	C82096418	Bldg 30, Library, Room 200
MP301SPF	13996929	C82096419	Bldg 30 Library Room 221A FRIDAY 8 30-4
MP301SPF	13996896	C82096420	Bldg 30 Library Room 102A
MP3054SP	13997155	C82097456	Bldg 34 Science Room 216
MP301SPF	13917724	C82099384	ETV - room 110
MP301SPF	13917967	C82099572	Bldg 20 - Thommason - Room 204 - O
MPC4504	13918069	C82099658	BLDG 52 PUBLIC SAFETY
C5100S	13918186	C82099729	MLK Student Center Copy Ctr
PRO8100S	13918188	C82099740	MLK Student Center Copy Ctr
PRO8100S	13918190	C82099742	MLK Student Center Copy Ctr
MPC4504	13918187	C82099747	Admin Bldg - 3rd fL ROOM 307
MP301SPF	14026631	C91090958	Machine is located in Fleet Management Front Office Building 14
C5100S	13883912	C91094271	Copycenter
MPC4504EX	14390315	C91169225	MLK Student center 3 Floor Student Affairs
SCT7270- EPS		U8CE003554	PMO yes
MP5054SP	13917966	C82095937	Wilmington Program AG Program - 393 CALL BEFORE YOU GO OUT TO SERVICE
MP5054SP	13917965	C82095955	Wilmington Program

## PRINT VOLUME

Average monthly volume for each device.

Model	Product Type	Segment	BW AMCV	Color AMCV	Total AMCV	Scans AMV
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MP3054SP	Digital Equipment	Segment 2	845		<a href="#">845</a>	
MP5054SP	Digital Equipment	Segment 4	1,084		<a href="#">1,084</a>	
MP3054SP	Digital Equipment	Segment 2	953		<a href="#">953</a>	285
MP5054SP	Digital Equipment	Segment 4	18,788		<a href="#">18,788</a>	
MP5054SP	Digital Equipment	Segment 4	4,876		<a href="#">4,876</a>	1,029
MP5054SP	Digital Equipment	Segment 4	455		<a href="#">455</a>	21
MP3054SP	Digital Equipment	Segment 2	173		<a href="#">173</a>	
MP3054SP	Digital Equipment	Segment 2	6,046		<a href="#">6,046</a>	918
MP3054SP	Digital Equipment	Segment 2	2,394		<a href="#">2,394</a>	
MP2554SP	Digital Equipment	Segment 2	6,891		<a href="#">6,891</a>	2,314
MP3054SP	Digital Equipment	Segment 2	10,900		<a href="#">10,900</a>	1,936
MP3054SP	Digital Equipment	Segment 2	2,254		<a href="#">2,254</a>	712
MPC4504	Business Color	Segment 4	477	260	<a href="#">737</a>	203
MP5054SP	Digital Equipment	Segment 4	1,409		<a href="#">1,409</a>	372
MP3054SP	Digital Equipment	Segment 2	6,068		<a href="#">6,068</a>	1,012
MP3054SP	Digital Equipment	Segment 2	5,721		<a href="#">5,721</a>	
MP5054SP	Digital Equipment	Segment 4	8,235		<a href="#">8,235</a>	3,354
MP3054SP	Digital Equipment	Segment 2	1,474		<a href="#">1,474</a>	925
MP301SPF	Digital Equipment	Segment 2	1,300		<a href="#">1,300</a>	
MP301SPF	Digital Equipment	Segment 2	1,625		<a href="#">1,625</a>	79
MP301SPF	Digital Equipment	Segment 2	1,755		<a href="#">1,755</a>	343
MP2554SP	Digital Equipment	Segment 2	282		<a href="#">282</a>	81
MP3054SP	Digital Equipment	Segment 2	2,795		<a href="#">2,795</a>	204
MP5054SP	Digital Equipment	Segment 4	2,514		<a href="#">2,514</a>	977
MP3054SP	Digital Equipment	Segment 2	3,120		<a href="#">3,120</a>	803
MP3054SP	Digital Equipment	Segment 2	3,446		<a href="#">3,446</a>	980
MP5054SP	Digital Equipment	Segment 4	7,281		<a href="#">7,281</a>	1,518
MP2554SP	Digital Equipment	Segment 2	1,322		<a href="#">1,322</a>	390
MP3554SP	Digital Equipment	Segment 3	1,517		<a href="#">1,517</a>	

MP2554SP	Digital Equipment	Segment 2	1,387		<a href="#">1,387</a>	544
MP2554SP	Digital Equipment	Segment 2	1,279		<a href="#">1,279</a>	
MP5054SP	Digital Equipment	Segment 4	3,077		<a href="#">3,077</a>	
MP3554SP	Digital Equipment	Segment 3	65		<a href="#">65</a>	
MP2554SP	Digital Equipment	Segment 2	2,665		<a href="#">2,665</a>	214
MP3554SP	Digital Equipment	Segment 3	1,517		<a href="#">1,517</a>	285
MP5054SP	Digital Equipment	Segment 4	108		<a href="#">108</a>	
MP2554SP	Digital Equipment	Segment 2	108		<a href="#">108</a>	
MP3554SP	Digital Equipment	Segment 3	1,235		<a href="#">1,235</a>	
MP3054SP	Digital Equipment	Segment 2	2,730		<a href="#">2,730</a>	642
MP2554SP	Digital Equipment	Segment 2	1,127		<a href="#">1,127</a>	229
MP5054SP	Digital Equipment	Segment 4	6,783		<a href="#">6,783</a>	1,389
MP3054SP	Digital Equipment	Segment 2	7,151		<a href="#">7,151</a>	801
MP3054SP	Digital Equipment	Segment 2	1,994		<a href="#">1,994</a>	0
MP301SPF	Digital Equipment	Segment 2	628		<a href="#">628</a>	
MP3054SP	Digital Equipment	Segment 2	6,501		<a href="#">6,501</a>	1,730
MP3054SP	Digital Equipment	Segment 2	152		<a href="#">152</a>	
MP3054SP	Digital Equipment	Segment 2	2,449		<a href="#">2,449</a>	359
MP301SPF	Digital Equipment	Segment 2	1,322		<a href="#">1,322</a>	
MP301SPF	Digital Equipment	Segment 2	5,439		<a href="#">5,439</a>	
MP3054SP	Digital Equipment	Segment 2	5,244		<a href="#">5,244</a>	671
MP5054SP	Digital Equipment	Segment 4	2,947		<a href="#">2,947</a>	169
MP301SPF	Digital Equipment	Segment 2	217		<a href="#">217</a>	73
MP2554SP	Digital Equipment	Segment 2	5,136		<a href="#">5,136</a>	1,222
MP5054SP	Digital Equipment	Segment 4	17,401		<a href="#">17,401</a>	1,564
MP3054SP	Digital Equipment	Segment 2	1,495		<a href="#">1,495</a>	379
MP3054SP	Digital Equipment	Segment 2	5,873		<a href="#">5,873</a>	876
MP2554SP	Digital Equipment	Segment 2	3,120		<a href="#">3,120</a>	119
MP3054SP	Digital Equipment	Segment 2	5,678		<a href="#">5,678</a>	934

MP3054SP	Digital Equipment	Segment 2	1,539		<a href="#">1,539</a>	428
MP2554SP	Digital Equipment	Segment 2	6,566		<a href="#">6,566</a>	771
MP3054SP	Digital Equipment	Segment 2	3,554		<a href="#">3,554</a>	769
MP3054SP	Digital Equipment	Segment 2	3,922		<a href="#">3,922</a>	1,144
MP3054SP	Digital Equipment	Segment 2	845		<a href="#">845</a>	289
MP2554SP	Digital Equipment	Segment 2	1,452		<a href="#">1,452</a>	996
MP5054SP	Digital Equipment	Segment 4	6,631		<a href="#">6,631</a>	955
MP2554SP	Digital Equipment	Segment 2	7,953		<a href="#">7,953</a>	1,144
MP3054SP	Digital Equipment	Segment 2	3,662		<a href="#">3,662</a>	817
MP2554SP	Digital Equipment	Segment 2	152		<a href="#">152</a>	
MP3054SP	Digital Equipment	Segment 2	3,901		<a href="#">3,901</a>	790
MP3554SP	Digital Equipment	Segment 3	780		<a href="#">780</a>	0
MP3054SP	Digital Equipment	Segment 2	1,235		<a href="#">1,235</a>	711
MP3054SP	Digital Equipment	Segment 2	390		<a href="#">390</a>	133
MP2554SP	Digital Equipment	Segment 2	802		<a href="#">802</a>	159
MP2554SP	Digital Equipment	Segment 2	2,925		<a href="#">2,925</a>	1,271
MP2554SP	Digital Equipment	Segment 2	1,647		<a href="#">1,647</a>	362
MP2554SP	Digital Equipment	Segment 2	2,947		<a href="#">2,947</a>	350
MP3054SP	Digital Equipment	Segment 2	2,730		<a href="#">2,730</a>	634
MP3054SP	Digital Equipment	Segment 2	1,950		<a href="#">1,950</a>	987
MP2554SP	Digital Equipment	Segment 2	1,517		<a href="#">1,517</a>	273
MP2554SP	Digital Equipment	Segment 2	130		<a href="#">130</a>	
MP3054SP	Digital Equipment	Segment 2	693		<a href="#">693</a>	
MP3054SP	Digital Equipment	Segment 2	7,108		<a href="#">7,108</a>	3,356
MP301SPF	Digital Equipment	Segment 2	2,394		<a href="#">2,394</a>	0
MP3054SP	Digital Equipment	Segment 2	975		<a href="#">975</a>	143
MP5054SP	Digital Equipment	Segment 4	1,257		<a href="#">1,257</a>	268
MP3054SP	Digital Equipment	Segment 2	4,399		<a href="#">4,399</a>	1,019
MP2554SP	Digital Equipment	Segment 2	152		<a href="#">152</a>	

MP5054SP	Digital Equipment	Segment 4	19,265		<a href="#">19,265</a>	2,290
MPC4504	Business Color	Segment 4	2,232	1,430	<a href="#">3,662</a>	1,280
MP3054SP	Digital Equipment	Segment 2	6,111		<a href="#">6,111</a>	919
MP5054SP	Digital Equipment	Segment 4	4,139		<a href="#">4,139</a>	570
MP3054SP	Digital Equipment	Segment 2	2,882		<a href="#">2,882</a>	318
MP2554SP	Digital Equipment	Segment 2	5,894		<a href="#">5,894</a>	1,083
MP2554SP	Digital Equipment	Segment 2	1,582		<a href="#">1,582</a>	483
MP2554SP	Digital Equipment	Segment 2	1,322		<a href="#">1,322</a>	162
MP3054SP	Digital Equipment	Segment 2	2,427		<a href="#">2,427</a>	1,880
MP2554SP	Digital Equipment	Segment 2	1,192		<a href="#">1,192</a>	578
MP5054SP	Digital Equipment	Segment 4	4,182		<a href="#">4,182</a>	1,076
MP3554SP	Digital Equipment	Segment 3	607		<a href="#">607</a>	0
MP3054SP	Digital Equipment	Segment 2	2,254		<a href="#">2,254</a>	611
MP3054SP	Digital Equipment	Segment 2	8,213		<a href="#">8,213</a>	883
MP3054SP	Digital Equipment	Segment 2	3,337		<a href="#">3,337</a>	741
MP2554SP	Digital Equipment	Segment 2	3,120		<a href="#">3,120</a>	589
MP5054SP	Digital Equipment	Segment 4	4,637		<a href="#">4,637</a>	2,015
MP2554SP	Digital Equipment	Segment 2	433		<a href="#">433</a>	72
MP5054SP	Digital Equipment	Segment 4	2,600		<a href="#">2,600</a>	1,733
MP3554SP	Digital Equipment	Segment 3	2,080		<a href="#">2,080</a>	187
PRO8100SE	Digital Equipment	Segment 6	7,975		<a href="#">7,975</a>	1,275
MPC4504	Business Color	Segment 4	1,214	1,127	<a href="#">2,341</a>	619
PRO8100SE	Digital Equipment	Segment 6	5,569		<a href="#">5,569</a>	
C5100S	Color Copier	Segment 4	823	10,380	<a href="#">11,203</a>	
MP301SPF	Digital Equipment	Segment 2	802		<a href="#">802</a>	339
C5100S	Color Copier	Segment 4	1,582	84,860	<a href="#">86,442</a>	
MPC4504EX	Business Color	Segment 4	607	303	<a href="#">910</a>	334
SCT7270-EPS	Printer	Wide Format	2,145		<a href="#">2,145</a>	
			<b>374,262</b>	<b>98,360</b>	<b><a href="#">472,622</a></b>	<b>68,462</b>

MAILROOM DATA

Yearly data.

<b>Mail Volumes 2018 &amp; 2019</b>	<b>2024-2025</b>	<b>2023-24</b>	<b>2022-2023</b>
<b>Incoming - Mail Pieces (Including Parcels)</b>	<b>127,402</b>	<b>115,245</b>	<b>115,245</b>
<b>Delivered Parcels (Student &amp; Staff)</b>	<b>28,712</b>	<b>33,566</b>	<b>33,566</b>
<b>Outgoing Mail Pieces</b>	<b>52,706</b>	<b>63,722</b>	<b>63,722</b>
<b>Outgoing Mail Cost -</b>	<b>\$34,596.42</b>	<b>\$40,960.46</b>	<b>\$40,960.46</b>

**CONTRACT NO. DSU260509 - COPIERMAIL**

**CONTRACT TITLE: RFP for Copier and Mailroom Management Services**

## **General Questions and Answers**

Below are questions and answers regarding subject RFP.

### **QUESTIONS**

1. *Are we bidding equipment "like" for "like" or based on your current volume?*  
Like-for-like but also opened to suggestions. DSU expects increase in volumes due to future growth projections. DSU expects to receive like for like but is also open to vendor recommendation based on 2019 data.
2. *Currently one of the machines has extremely low to no volume. Are we to bid "like for like" or right size based on volume?* Like-for-like
3. *Are you currently using badge readers or inputting client codes manually?* No, however we would like to see vendor's print management solution as part of the RFP response
4. *Is hardware to be quoted on a (3) year lease and service and supplies on a separate CPC contract based on your current volume?*  
Please provide an all-in CPC which includes hardware and S&S based on current volumes. Please provide a lease cost per device and a separate CPC
5. *Will all MFP's be installed on DSU computer network?* All devices should be network capable.
6. *Will successful vendor need to pick up & return current equipment?* No
7. *Can we partner with a 3<sup>rd</sup> party company to propose solution for managing DSU copy center & mailroom?* Current services are not sub-contracted out; however, DSU is not opposed to taking this into consideration upon evaluation of proposals. Current services are outsourced to a single provider of both equipment and management of the Post Mail & Copy Center. DSU prefers to have one source for both services & hardware

### **Mail/Shipping & Receiving Services**

- 1) *Is a vehicle for transporting the mail provided by the University or the supplier?*  
The University provides two vehicles for delivering mail.
- 2) *Who is responsible for the cost of fuel and maintenance of the vehicle? If supplier, is this cost invoiced back to the University?* The University is responsible.
- 3) *Would the University see a value-add in receiving its mail earlier?*  
Please propose your best overall solution based on the RFP specifications.
- 4) *What are the hours of the customer service window if different from the mail center hours of operation?* Monday through Friday 8:30 am - 4:30 pm

5) *Is there a package tracking system currently being utilized for inbound accountable mail and packages? If so, who supplies this system?*

Yes, the current system is owned by the current service provider. Vendors should propose a system for management

6) *Does the mail center/current supplier handle incoming student mail? Yes.*

7) *What is the approximate monthly spend for overnight/ground shipping services? Is the current carrier of choice UPS, FedEx or other?*

Approximately \$5,000.00/month is an approximate average cost for all outgoing USPS Mail costs

8) *Are the supplier's employees ever required to drive off campus for anything at all (please elaborate tasks if "Yes")? If so, do they utilize their own vehicles and is mileage reimbursed by the University?*

Yes, drive own vehicles to the local post office on Lookerman Street at the end of every business day. There is no reimbursement from the University.

#### Reprographic Services

1) *How are job requests currently received by the print center? Manually/via email.*

2) *Is there an on-line submittal system currently in use? If so, is it provided by the University or the supplier? No*

3) *What off-site vendor is currently used for work that is sent off site? Various vendors*

4) *How are completed jobs delivered back to the requestor? Most jobs are picked up but delivered if requested.*

5) *What is the typical turn-around time on graphic arts requests, especially those described as, "Designed by us from inception"? All jobs are unique; however, most are completed within approximately three days*

6) *What is the approximate number of printers overseen for cartridge retrieval? 109*

7) *Will the chosen supplier have any responsibility for "first line maintenance" (e.g. - deliver paper, toner, clear jams) on the University printers? No – just the in-scope MFDs, (only responsible for vendor products) not the single function devices (printers).*

#### General

1) *Are the mail center and print center located together or in separate areas?*

Both are located in the same area.

2) *Are there any Saturday hours worked for either department?*

Not typically but sometimes overtime could be required.

3) *Can the number of current personnel in both the mail and reprographic departments be provided to ensure equivalent comparisons? There are currently six (6) employees.*

4) *Do the current employees all work eight hours per day/forty hours per week? It is generally 7 and ½ hours a day and 37.5 hours per week.*

- 5) *What is the approximate percentage of volume decrease (both mail and reprographic) during the summer months?*  
Approximately a 30% decrease in mail and a 20% decrease in reprographics.
- 6) *What is the dress code for supplier employees? Are uniforms required?*  
Current business dress code is business casual.
- 7) *You request brochures on the complete manufacturer's line of B&W MFP's. Are you saying you want a brochure on every machine we manufacture, or just the models we are proposing for this RFP? Brochures for the model you are proposing.*
- 8) *What exactly periods to be on the invoices?*  
Invoicing should be done on a monthly basis and will be accomplished with one (1) invoice which should list all machines and their respective copy counts for the month. The vendor is responsible for acquiring the copy counts.
- 9) *If DSU is looking for a pay for print proposal with the RFP response, is this a coin op requirement on one or more selected devices, or an enterprise-wide requirement with integration into a student payment system? Please propose your best solution.*
- 10) *Under Vendor Requirements you specify that all machines must be new, not remanufactured, do you also want to specify that all parts, supplies, toner, etc.... must be new Original Equipment Manufacturer parts, supplies, toner, etc.... or do you not care if aftermarket 3<sup>rd</sup> party parts, supplies, toner, etc.... are used?*
  - a. Original Equipment Manufacturer parts

### Reprographics Services

#### 1. *Incoming Print Requests*

- a. *How are the projects submitted to print center? Web submission tool? Email? Walk-in? What is the % of each category? Walk in 80%*
- b. *How is the information currently tracked? All incoming completed work orders are scanned into a file for retention*
- c. *Do you have account charge back system? If so, what? Done manually.*
- d. *What file format do customers use for submitting a job? MS Excel, Word, Power point, Adobe Photoshop, Illustrator, Reader, etc....*
- e. *Do operators need to modify print files, once received in center? About 20% needs to be modified.*

#### 2. *Binding*

- a. *Can you describe the volumes of each finishing option offered? Averages about 80 binds per month YTD*

#### 3. *Graphic Design*

- a. *Can you describe high end graphic design for high end users? Adobe CS6 is utilized to design multi page magazines, flyers, brochures, banners, etc....*
- b. *Do Graphic artist modifications include designing templates for variable data applications? If so, are variable images incorporated into the templates? No*

c. *Why are projects outsourced after the graphic designer has modified a document or project? How frequently are projects outsourced? How much money is outsourced annually? Is this something you would like the selected vendor to provide services for?*

1. *Depends on factors such as cost/output quality/turnaround time*

2. *N/A*

3. *N/A*

4. *Not at this time.*

#### 4. *Large Format*

a. *The graphic design person supports Wide Format print applications. What types of media are used by the University? Do you require support for outdoor media? Are these projects outsourced? If so, how frequently? Various media types. Projects maybe outsourced but not currently tracked.*

#### *Print Volume*

b. *Can you provide a breakdown of the amount of 8.5 x 11.0, 8.5 x 14.0 and 11.0 x 17.0 paper used? Any special stock required? N/A*

c. *How much of this work is 2 sided? N/A*

#### 5. *Hours*

a. *Are there occasions that extend beyond standard hours of 8:30 AM to 4:30 PM? Yes*

b. *If so, how frequently? Not very often*

#### Equipment

1. *Can you provide configurations of each existing device in the copy center? Finishing options? Booklet finishers, tab feeding attachments, puncher units, document insertion units*

2. *What offline finishing options are available to the DSU user community? GBC and Spiral Binding, Cover Binding, Cutting, Stapling, Folding and Laminating, and Padding.*

3. *Does DSU have any owned offline finishing equipment that could be transferred to new vendor potentially saving some money? A digital cutter, GBC/Spiral Binder, Cover Binder, 2 Laminators, Paddy Wagon, and a table top folder.*

#### **Copy/CRD Services:**

1. *Do the hours of operation include weekends? No*

2. *What is the current staffing level?*

a. *Reprographic Approximately two workers and a manager*

3. *Are the workers full or part-time? Union? Full time, fully benefitted, non-union.*

4. *Is student labor utilized? Reproduction Services? No*

5. *What is the current pricing for services provided N/A*

6. *What are the current monthly volumes for*

- a. Binding – 80 binds per month on average
  - b. Large Format Average 75 posters per month.
7. *Is there a “proofing” process in place for requests requiring document manipulation or graphic design?* Yes
    - a. *Is Graphic Design a separate charge for customers? What is the hourly rate?* Yes, the University does charge but not an hourly rate. This is an internal process and is N/A to the vendor.
  8. *Is a copyright service used for copying classroom materials?* There is no copyright service available.
  9. *What are payment options for the students?* Cash, Check, or Credit/Debit.
  10. *What is the current turnaround time for copy work?* Turn-around times vary and usually depend on the complexity of the job
  11. *What percentage of work is sent off-site? What is the average monthly spend for off-site work?* N/A
  12. *Who determines whether a job is sent off-site?* Departments
  13. *Is the equipment owned or leased?* Leased
  14. *How much work involves finishing?* Varies
  15. *What type of finishing work is done?* GBC and Spiral Binding, Cover Binding, Cutting, Stapling, Folding and Laminating, and Padding.
  16. *Is completed work picked up, delivered or shipped?* All of the above
  17. *If delivered does Delaware State use a courier?* If being delivered off-campus, Fed Ex or USPS is used.

**Mailroom/Reproduction Services:**

1. *Please provide a floor plan for both Mailroom and Reproduction Services. Will be available for winning bidder.*
2. *Are both Mailroom and Reproduction Services located in the same space? Building?*  
*Yes, both departments are located in the MLK and share a common space.*
3. *How is cash reconciliation processed currently? Point-of-Sale System type?*  
*Both cash and point of sale purchases are reconciled every night at the end of the business day. On the next business day, both are deposited at the Cashiers Office in the Administration building.*

**Mailroom Services:**

1. *Do the hours of operation include weekends?* There are no weekend hours.
2. *What is the current staffing level?* – Six
  - a. Mail Services There are currently three mail services employees.
3. *How many workers are fulltime or part-time? Union?* All workers are non-union employees and full time.
4. *Is student labor utilized? In Mail Services?* No.
5. *Student/Campus accountable mail/packages. Please describe the current process.*
  - a. *Is a package tracking system used for incoming accountables?* Yes.
  - b. *How do students’ pick-up their packages/mail?* Students come and retrieve their packages from the mail room between 1:30 and 4:30 Monday thru Friday. They can also get their mail from the mail boxes as long as the student center is open.

6. *Student/Campus USPS mail/packages. Please describe the current process.* Faculty mail is delivered in the morning to centralized locations for all departments. Any faculty mail that arrives after the initial drop off that is express is delivered in the afternoon. Students retrieve packages from the mail room between 1:30 and 4:30 Monday thru Friday. They can also get their mail from the mail boxes as long as the student center is open.
7. *How is student mail processed?* - Student mail is sorted daily into respective mail boxes in the MLK by 3:30pm each day.
  - a. *Are there student mail boxes?* Yes (3,480 boxes)
  - b. *Are the mailboxes centrally located?* - Yes all mailboxes are located in the MLK.
  - c. *Does each student have their own mail box?* Only students who live on campus or at the LLC are allowed to have mail boxes.
  - d. *Do students keep the same mail box each year?* Students can keep their mail boxes as long as they remain a student and housing requirement is met.
  - e. *What percentage of incoming student mail is addressed with the student mailbox?* About 50%.
8. *Does the University utilize USPS bulk mailing permits?* Currently the University does not utilize bulk mailing.
  - a. *How many and what types?* N/A
  - b. *How are they set up?* N/A
9. *Is a driver utilized for the distribution of student and campus mail?* There are two employees that deliver campus mail, and students pick up their mail from the mail boxes in the MLK.
  - a. *DSU or 3<sup>rd</sup> party?* Current Provider's employees
  - b. *How many locations are serviced?* Only the main campus
  - c. *How many routes?* 2 routes
  - d. *How many stops?* There are currently 24 mail stops throughout the campus
10. *Please provide the models for the mailing equipment?* WJ150 postage meter with scale and PC as well as three handheld scanners.
  - a. *Is the mail equipment owned/leased?* Owned
11. *Is the chosen vendor expected to provide mailing equipment? Postage funds?* This is not current practice but open for suggestions
11. *Are retail services (stamps/shipping/packing materials) available to the students from Mail Services?* Yes, provided by DSU.
  - a. *What is the current monthly revenue?* N/A
12. *Is the mail center a Contracted Postal Unit from USPS?* No
13. *Does the Mail Center hire additional labor for peak periods such as Move in Week and Return from Winter Break? If so, how much?* No.
14. *Is the furniture in the Mailroom/Copy Center owned by DSU and will remain for new vendor to use.* Yes/Yes
15. *Are we assuming their employees?* No, Vendor provides own employees
16. *If yes, will you provide salaries and positions?* N/A
17. *Do you utilize students for mail/copy room positions?* No
18. *Does DSU have a minimum wage expectation for these positions?* This is the provider's responsibility.
19. *Does the mailroom have a loading dock that we will be managing?* Yes there is a loading dock in the rear of the MLK.

20. *If so, how many packages come in daily?* During the first few weeks of the Fall semester the incoming averages are about 500 daily. Afterwards it levels out to between 200 and 300 daily.
21. *Will there be additional vendors that we will have to work with (i.e.: couriers) that we will have to create contracts for?* No
22. *Do you use additional vendors for other print jobs (i.e.: marketing, admissions, etc.)? If so, what kind of volume is being generated?* Yes – data N/A
23. **Section number: APPENDIX A Scope of Work, Paragraph Number: 1, Page number: PG 57**  
**Header: MAIL SERVICES/SHIPPING AND RECEIVING SERVICES**

1. Are the copy job volume number reflective of Pre-COVID or current? **Answer: Yes.**
2. Is Overtime required or allowed? **Answer is in the RFP 's general questions and answers section that starts from page 70.**
3. What is your expected turnaround time for print jobs for the University? **Answer is in the RFP 's general questions and answers section that starts from page 70.**
4. How are students and university billed for jobs by Print Center? **Answer: Students pay cash for their jobs. University is charged using four-digit budget codes for any University jobs.**
5. How does your current vendor handle if an employee calls out? **Answer: It is vendor's job to fulfil University needs.**
6. How are the copy jobs delivered on campus? **Answer is in the RFP 's general questions and answers section that starts from page 70.**
7. Are employees (6) FTE full time 40 hours per week? **Answer is in the RFP 's general questions and answers section that starts from page 70.**
8. Do full employees receive benefits from current vendor? **Answer is in the RFP 's general questions and answers section that starts from page 70.**
9. What is your current turnover rate with employees? How is turnover measured? **Answer: It is vendor's job to manage their employees.**
10. Are Print jobs electronically submitted? **Answer: Yes jobs are submitted in person and via email.**
11. Is there currently monthly report or Quarterly Business Review from your current vendor? What form is it presented to DSU? **Answer: In MS office products.**
12. Section number **B. Key RFP Dates/Milestones**, Paragraph number **NA**, Page number **5**, Text of passage being questioned **N/A**, Question: **Will the University allow another Q&A submission round to clarify any questions that may result from the first round of responses to vendor questions?** **Answer: No.**
13. Section number **B. General Provisions**, Paragraph number **13. Invoicing**, Page number **17**, Text of passage being questioned **After the awards are made, the Delaware State University may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with University Purchasing Procedures.**, Question: **Is this award going to be issued as a P.O. or will a lease be signed?** **Answer: First there will be an agreement initiated by the University and signed by both parties before a PO is issued.**
14. Section number **Details of Pricing**, Paragraph number **N/A**, Page number **42 - 47**, Text of passage being questioned **N/A**, Question: **Can the University please outline the exact number of devices required for each segment?** **Answer: We provided a list of equipment in the RFP that we currently have. It is not possible to come up with exact devices for future. Please submit your bid based upon current equipment.**

15. Section number **Hard Drive Removal Pricing**, Paragraph number **N/A**, Page number **48**, Text of passage being questioned **N/A**, Question: **If the vendor is able to guarantee a sufficient HDD wipe according to Department of Defense standards without HDD removal, would that be allowed?** Answer: Please refer to State of Delaware Division of Information Technology standards.
16. Section number **Value Added Option #1**, Paragraph number **N/A**, Page number **51**, Text of passage being questioned **N/A**, Question: **Does the University currently utilize a tracking/reporting software? If so, which platform and version number do you use?** Answer: Yes, the current system is owned by the current service provider. Vendors should propose a system for management. Answer was available in the RFP on page 70/71.
17. Section number **Appendix A Scope of Work**, Paragraph number **Vendor Requirements**, Page number **55**, Text of passage being questioned **Must be able to supply units, install all units, provide training to key operator of each unit placed, relocate units when needed, all to be included in the cost per copy program.** Question: **How many units has the University relocated in the past 3 year? Please indicate if the moves have been within the same building or from one building to another?** Answer: 26, it is unknown how many were within or outside the same building.
18. On Attachment 6 (page 41) of the RFP, there is a footnote that states “Note: There shall be no underutilization or overage charge for copies/prints per month. The University will only accept proposals with unlimited copies/prints for all devices. Equipment prices should be based upon the list of equipment provided in this RFP.” Can you verify this note regarding the pricing structure required on page 41? Answer: Yes.
19. Related to the footnote on Attachment 6 (page 41) of the RFP stated above, can vendors provide an alternate response to the pricing structure? Answer: No.
20. Regarding Section A Scope of Work, can the chosen vendor use the vehicles supplied by Delaware State University for end of day mail drop off to U.S. Post Office? Answer: Yes.
21. Question 4 on page 73 under General Questions and Answers states student labor is not currently utilized. Do you have a prohibition against the chosen vendor using student labor? Answer: Student labor is not used in print shop. Student labor is not used in mail room
22. In relation to page 52 of the RFP under value added requests, would Delaware State University desire vendor to handle removal/recycling of legacy print devices? Answer: No.
23. Is University owned equipment noted in Questions and Answers section of RFP still usable or will it need to be replaced by chosen vendor? Answer: Still usable
24. Does the University charge students for printing? If so how? Answer: Students pay cash.
25. Is student printing self-funded, given an allowance or both. If allowance, how is that managed? Answer: See answer above.
26. What student accounting system does the University use? (CBord, Blackboard?) Answer: Blackboard for academics and CBoard used for student cards.
27. How many of the devices on Campus are students able to print on? Please provide a breakdown of single function and multi-function devices. Answer: The students can pay cash for copies/prints made on the two MFDs located in the print center.
28. How do students get print drivers for University devices? Answer: Students have no need for print drivers as they are not allowed to print on MFDs on campus. For the 2 MFDs in the print center students use dedicated University owned PCs which output to the print devices.
29. How are print drivers deployed to staff users? Answer: via a print server
30. How many print servers are within the environment related to this project? Answer: (1)
31. Are the print server centrally located or distributed throughout the environment to various locations? If distributed, please provide locations. Answer: centralized

32. Are there any applications that Students or Staff would benefit from the ability to scan files to? **Answer: N/A**
33. It is understood that you are not currently using badge readers for printing, but does your faculty, staff, students and/or guests have standardized badges now that could possibly be used for printer access? What type of badge? **Answer: Unknown. ID badges are managed by Public Safety Department (Public Safety Department will need to answer this question)**
34. Are these badges listed in Active Directory or another database tied to user accounts? **Answer: No, the badges are not listed in Active Directory.**
35. How is guest printing handled now? **Answer: Guest printing is handled at the copy center counter using cash payment.**
36. Please provide itemized list of make & model of devices in fleet  
**Answer: SEE RFP for detail.**
37. Please provide itemized corresponding device locations for fleet units.  
**Answer: See RFP for detail**
38. Please provide itemized average monthly volume per device. **Answer: See RFP for detail.**
39. Please provide breakout of 8.5x11, 8.5x14, 11x17 volume. **Answer: These sizes have not been tracked.**
40. Please provide any required device specifications (finishing, paper capacity, fax, etc.) **Answer: All black A3 MFDs have standard two paper trays with cabinet stands, by-pass tray, stapling finisher, fax and surge suppressor. All color A3 MFDs have four paper trays, by-pass, stapling finisher with 2/3 hole punch, true Post Script, fax and surge suppressor. The limited A4 products have surge suppressor. The Copy center production devices have all options needed to perform the work.**
41. Please provide itemized lease termination dates for all leased devices.  
**Answer: All leases terminate October 31, 2021.**
42. Can alternative solutions be provided to optimize fleet. **Answer: RFP response should be provided based on RFP requirements. If vendors want to provide an alternative, please include in Value Added section.**

**CONTRACT NO. DSU260509 - COPIERMAIL**

**CONTRACT TITLE: RFP for Copier and Mailroom Management Services**

**Cyber Responsibilities, Liability and Insurance**

**A. Vendor Protection of Customer Data**

1. The awarded vendor shall, at a minimum, comply with all Delaware Department of Technology and Information (DTI) security standards identified in this Request for Proposals and any resultant contract(s).

**B. Definitions**

**Data Breach**

1. In general, the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in:
  - 1.1 The unauthorized acquisition of personally identifiable information (PII);  
or
  - 1.2 Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
  - 2.1 The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

**Personally Identifiable Information (PII)**

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
  - 1.1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical

information, Financial Information, Usernames, Answers to security questions or other personal identifiers.

2. Information or data that meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

#### **Customer Data**

1. All data including all text, sound, software, or image files provided to Vendor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

#### **Security Incident**

1. Any unauthorized access to any Customer Data maintained, stored, or transmitted by Delaware or a third party on behalf of Delaware.

### **C. Responsibilities of Vendor in the Event of a Data Breach**

1. Vendor shall notify State of Delaware, Department of Technology and Information (DTI) and Government Support Services (UNIVERSITY) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
  - 1.1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI, and UNIVERSITY.
  - 1.2 Should any corrective action resultant from Section B.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.
  - 1.3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.
  - 1.4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:
    - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.
    - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later

than two (2) business days following notice of such a breach.

1.4.3. Meet and confer with representatives of DTI and UNIVERSITY regarding required remedial action in relation to any such data breach without unreasonable delay.

1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll-free telephone call center services.

#### **D. No Limitation of Liability for Certain Data Breaches**

##### 1. Covered Data Loss

1.1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services.

##### 2. Covered Disclosure

2.1 The disclosure of Customer Data as a result of a successful Security Incident.

3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

#### **E. Cyber Liability Insurance**

1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, **prior to execution of a contract**, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).

2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract must comply with the Laws of the State of Delaware, Federal Government. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained. In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount of State of Delaware and Federal Laws.

## **F. Compliance**

1. The awarded vendor(s) is required to comply with applicable security-related Federal, State, and Local laws.

## **G. Media Notice**

1. No media notice may be issued without the approval of the University/ State.

## **H. Points of Contact – Data Breach**

1. Delaware State University

**Delaware State University**  
**Attention Mr. Stannis M. Smith - [smsmith@desu.edu](mailto:smsmith@desu.edu)**  
**Vice President of Legal Affairs & General Counsel**  
**Dr. Claiborne D. Smith Administration Building**  
**1200 North DuPont Highway, Dover, DE 19901-2277**

2. State of Delaware

**Department of Technology and Information**  
**Asshish Patel, Chief Security Officer**  
**Aashish.Patel@delaware.gov ; 302.739.9631**