Delaware State University

Request for Proposal

Equestrian Training and Competition Facility

Contract No. DSU261019 - EQUESTRIAN

Bid packets must be received by 3:00pm on January 20, 2027

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

E-mail: 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

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**
7) **Financial Responsibility**

Appendixes:

A. **Details of the scope of work**
B. **Cyber Responsibilities, Liability and Insurance**

Responses must be submitted electronically via email to 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 for three (3) years. There is an option to renew the contract for two (2) One year each extension by negotiation.

This RFP will use Institutional Funds.

I. INTRODUCTION

A. PURPOSE

Delaware State University (hereinafter referred to as "University") solicits proposals from qualified vendors (hereinafter referred to as "vendor") for Equestrian Training and Competition Facility. 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.

- **Deadline to Receive Questions** **November 30, 2026, at 10:00 AM**
- **Responses to Questions Posted by** **January 12, 2027**
- **Bid Opening** **January 20, 2027, at 3:00 PM**
- **Contractor Selection Date** **TBD**
- **Projected Contract Start Date** **July 1, 2027**

*** 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. 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

D. RFP DESIGNATED CONTACT

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

Evaluation Criteria	**Weight/ Scores**
Distance from main campus	10
Adequate land for pasture	10
Professional appearance of facility	20
Meeting criteria and specifications of scope of work	30
Exclusivity of use of facility	30
Total	**100**

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**

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
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**

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 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
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 Equestrian Training and Competition Facility
Contract Number DSU261019 - EQUESTRIAN

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.

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

Attachment 1

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: RFP for Equestrian Training and Competition Facility

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 _____

Attachment 2

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: RFP for Equestrian Training and Competition Facility

EXCEPTIONS FORM

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

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

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

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

Attachment 3

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: RFP for Equestrian Training and Competition Facility

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.

Attachment 4

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: RFP for Equestrian Training and Competition Facility

BUSINESS REFERENCES

List 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.

Attachment 5

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: RFP for Equestrian Training and Competition Facility

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		If yes, which State(s):	
Federal Certified			

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

Attachment 6

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: Equestrian Training and Competition Facility

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.

Equestrian Training and Competition Facility Pricing Sheet

Grand Total Price

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

Cost to the University (if any)

First 12 months: $_____In words: _____Dollars

Second 12 months: $_____In words: _____Dollars

Third 12 months: $_____In words: _____Dollars

If contract extensions are availed then:

Fourth 12 months: $_____In words: _____Dollars

Fifth 12 months: $_____In words: _____Dollars

Commission to the University (if any) after deducting all equipment and related costs:

First 12 months: $_____In words: _____Dollars

Second 12 months: $_____In words: _____Dollars

Third 12 months: $_____In words: _____Dollars

If contract extensions are availed then:

Fourth 12 months: $_____In words: _____Dollars

Fifth 12 months: $_____In words: _____Dollars

NAME OF FIRM: _____

SIGNATURE (of authorized member of the firm): _____

PRINTED NAME: _____

DATE: _____

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: Equestrian Training and Competition Facility

SECTION A — FINANCIAL RESPONSIBILITY QUESTIONNAIRE.
(To be completed and signed by the Offeror)

Section 1 — Offeror Information
Legal Name of Offeror: _____
DBA (if applicable): _____
Address: ________

Primary Contact Person:
Name: _____
Title: _____
Phone: _____
Email: _____

Type of Entity:
☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Nonprofit
☐ Governmental Unit ☐ Joint Venture ☐ Other: _____

State of Incorporation/Formation: _____
Federal Employer Identification Number (FEIN): _____
UEI (SAM.gov Unique Entity Identifier), if any: _____
Year Established: _____

Is the Offeror registered in SAM.gov?
☐ Yes ☐ No If yes, expiration date: _____

Section 2 — Financial Statements & Condition

- Please provide your organizations specific weblink from where University can pull following or attach electronic copies. Make sure the maximum allowable size of your response does not exceed.

Financial Statements Provided (check all that apply):
☐ Audited financial statements (most recent fiscal year). Web/ hyperlink:
_____
☐ Reviewed or compiled financial statements. Web/ hyperlink:
_____
☐ Internal financial statements. Web/ hyperlink:
_____
☐ IRS Form 990 (nonprofits). Web/ hyperlink:
_____
☐ Parent company guarantee or consolidated statements. Web/ hyperlink:
_____

☐ Other: _____
Web/ hyperlink: _____

Fiscal Year End Date: _____

Material changes in financial condition within the past 24 months?
☐ Yes ☐ No
If yes, describe:

Current Credit Rating (if applicable):
Agency: _____
Rating: _____

Banking Reference:
Institution: _____
Contact Name: _____
Phone/Email: _____

Section 3 — Financial Capacity Indicators
Annual Revenue (most recent fiscal year):
$ _____

Gross Profit Margin (%):
(Gross profit ÷ revenue — indicates basic profitability)

Net Profit Margin (%):
(Net income ÷ revenue — shows overall financial health)

Current Ratio (current assets ÷ current liabilities):
(Measures short-term liquidity)

Quick Ratio (quick assets ÷ current liabilities):
(Stricter liquidity test excluding inventory)

Debt-to-Equity Ratio:
(Total liabilities ÷ shareholder equity — indicates leverage and long-term solvency)

Total Debt: $ _____
Cash on Hand / Cash Reserves: $ _____
Lines of Credit Available: $ _____

Institution(s) Names: _____
Bank Reference(s):

Audited Financial Statements Provided:
☐ Yes ☐ No If yes, specify years: _____

Has the Offeror ever defaulted on a contract or failed to meet financial obligations?
☐ Yes ☐ No If yes, explain:

Section 4 — Legal, Regulatory & Financial Proceedings
Has the Offeror filed for bankruptcy, receivership, or insolvency within the past 10 years?
☐ Yes ☐ No
If yes, provide details:

Is the Offeror currently involved in litigation, arbitration, or administrative proceedings that could materially affect financial stability or performance?
☐ Yes ☐ No
If yes, describe:

Has any surety ever declined to issue a bond or canceled a bond for the Offeror?
☐ Yes ☐ No
If yes, explain:

Is the Offeror subject to any federal or state debarment, suspension, or exclusion?
☐ Yes ☐ No
If yes, provide details and reinstatement documentation:

Section 5 — Additional Information
Provide any additional information relevant to the University's assessment of financial responsibility:

Section B: Financial Stability and Responsibility
1. Financial Information Requirement
The University requires all Offerors to demonstrate adequate financial capacity to perform the obligations of any resulting contract. At a minimum, Offerors must provide web link/ electronic copies of:

- Audited financial statements web link from where University can get the most recent fiscal year.
    - If audited statements are unavailable, reviewed or compiled statements may be accepted at the University's discretion.
- A statement describing any material changes in financial condition since the date of the most recent financial statements.
- Bank references or credit references.
- Disclosure of any bankruptcy filings, insolvency proceedings, or material litigation that could affect the Offeror's ability to perform under the contract.
- Disclosure of any federal or state debarment, suspension, or exclusion.
- UEI (Unique Entity Identifier) and https://sam.gov/ status for federally funded procurements.

For procurements funded in whole or in part with federal funds, Offerors must comply with 2 CFR 200.206, 2 CFR 200.331, and all applicable Uniform Guidance requirements related to risk assessment and financial responsibility.

2. Confidentiality of Financial Information
Financial information submitted in response to this RFP will be treated as confidential to the extent permitted by applicable law, including the Delaware Freedom of Information Act (29 Del. C. §10001 et seq.).

Offerors are responsible for clearly marking any pages they consider confidential or proprietary. The University does not guarantee confidentiality but will make reasonable efforts to protect such information in accordance with Delaware law.

3. University's Right to Verify and Investigate
The University reserves the right to:

- Verify any information provided by the Offeror
- Request additional financial documentation
- Conduct independent credit or financial checks
- Evaluate parent or affiliate financial support
- Require a performance bond, payment bond, or letter of credit
- Reject any proposal if, in the University's sole judgment, the Offeror fails to demonstrate adequate financial stability or responsibility

The University may also consider:

- Past performance on University or public contracts
- Financial capacity relative to the size and scope of the proposed contract
- Risk factors identified through federal or state responsibility determinations

4. Condition of Award
Failure to provide requested financial information, or providing information that demonstrates insufficient financial capacity, may result in disqualification.

The University's determination of an Offeror's financial responsibility shall be final.

SECTION C — FINANCIAL HEALTH DISCLOSURE & ATTESTATION
(To be signed by an authorized representative)

The undersigned, being duly authorized to act on behalf of the Offeror identified below, hereby certifies, represents, and warrants as follows:

1. The financial information and disclosures submitted with this Proposal are true, complete, and accurate to the best of the Offeror's knowledge and belief.

2. The Offeror has not knowingly withheld any information that would materially affect the University's evaluation of its financial stability or ability to perform the obligations of any resulting contract.

3. The Offeror acknowledges that the University may verify any information provided and may request additional documentation as necessary.

4. The Offeror understands that any material misrepresentation or omission may result in disqualification or termination of any resulting contract.

5. The Offeror certifies that it is not presently debarred, suspended, or otherwise excluded from participation in federal or state programs.

Offeror Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

APPENDIX A

Scope of Work

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: Equestrian Training and Competition Facility

Delaware State University is soliciting proposals for Equestrian Training and Competition Facility. Please review the scope of work.

The Equestrian team is going on its 21st year of competition at DSU. DSU is seeking an equestrian facility that the DSU Equestrian Team has exclusive use of.

Below are the needs:

- Stalls for up to 30 horses
- Safe fencing for turnout pastures
- Pastures to accommodate 30 horses
- Minimum of two riding arenas
- Office Space – 3 coaches – climate controlled
- Storage Space
- Team meeting room area – climate controlled
- Within 25 miles of DSU main campus
- Adequate parking for home meets and daily practices
- Ability to host home meets, camps, clinics, community events and fundraising events

Barn:

- Minimum 30 stalls (12 x 12)
- Minimum of two (2) tack rooms of equal size
- Minimum of two (2) Hot/Cold Wash Racks, more preferred
-
- feed room
- hay storage
- Storage for shavings
- Space for DSU visiting team trailer (shipping container size)
- Lessor is responsible for upkeep of the property, landscaping, mowing, & performing any necessary fence & stall repair, barns pressure washed annually
- Adequate parking lot area for students, trailers, & buses/spectators during events

Riding Arenas:

- Minimum 2 outdoor arenas with appropriate footing
  - Approximate 20,000 sq. ft
  - Approximate 15,000 sq. ft. with clay base preferred

Appendix B

CONTRACT NO. DSU261019 - EQUESTRIAN
CONTRACT TITLE: RFP for Equestrian Training and Competition Facility

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
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