



REQUEST FOR PROPOSALS (RFP)

RFP Number: **DTI250061-AV_EQPTCONF**

Audio Visual Equipment and Audio-Visual Web Conferencing

Submission Due Date/Time: **Tuesday, July 1, 2025 at 2:00 P.M. (EST)**

Three (3) year Term with Two (2) possible one (1) year extensions

Multiple agreements may be awarded from this solicitation

29 *Del. C.* § 6981 and §6982(b)

A. PROJECT INFORMATION

This Request for Proposal (RFP) issued by the Delaware Department of Technology and Information (DTI) is for the purpose of acquiring proposals from interested Vendors to provide Audio Visual Equipment and Audio-Visual Web Conferencing.

DTI is not interested in a fully customized solution and will not consider such offers. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

B. PROJECT DESCRIPTION

The Delaware Department of Technology and Information (DTI) seeks to procure audio-visual equipment and web conferencing solutions to enhance communication and collaboration across state agencies. The project includes the supply, installation, integration, and ongoing support of turnkey audio-video systems and supplemental conferencing equipment to support hybrid work environments, meeting rooms, and training facilities statewide. The Vendor(s) shall provide all equipment, materials, and labor to supplement the State of Delaware's need for as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to ensure the State receives the most current state-of-the-art material and/or services.

C. PROJECT REQUIREMENTS

1. Vendors may apply for audio/visual equipment turnkey solutions (AV category) and or supplemental audio/video/web conferencing equipment and services (CONF category). Vendors must be able to supply equipment and services in selected category.
2. Vendors must have ability to provide Turnkey System for all vendor categories, including:

- a. Provide – Supply all essential components of a fully functional system, including but not limited to microphone, speakers, displays, control interfaces, and cabling, as specified in the project scope document.
 - b. Project Scope – The project scope document will either be provided by the agency or developed by the vendor as a contracted service. If design drawings are deemed necessary by the agency, they must be included in the vendor’s proposal and approved by the agency prior to implementation. Project Scope document can be provided by the agency or can be a contracted service provided by the vendor. If required design drawings shall be included and approved by the agency.
 - c. Essential Components – Shall include all necessary hardware (e.g., audio-visual equipment), software, and, where specified in the project scope.
 - d. Install – Deliver, set up, configure, and test all hardware and software components to ensure full compatibility and operational performance, verified through agency-defined acceptance testing (e.g., audio clarity, video resolution, system latency) completed after installation.
 - e. Integration – Ensure seamless network operation and interoperability with existing State network infrastructure, adhering to standards specified by the Delaware Department of Technology and Information.
 - f. Guarantee on Going Support – Demonstrated ability to insure proper operation of hardware and software. Ability to provide appropriate levels of support for all components provided as part of the turnkey solution for the term of the Agreement including helpdesk and onsite maintenance.
3. Proposals may include value added options; however, all value-added options must be directly related to the scope of the RFP. The State reserves the right to include or exclude any proposed value-added options in the final Agreement.
 4. All orders and payment will be submitted to the Primary Vendor. Only the primary Vendor is permitted to submit invoices to the State.
 5. Pricing shall be set at current list price minus discount (list price -%) by manufacturer for each applicable product category. If not listed as an additional category by State or Vendor, same discount shall be applied to all product (hardware and software) maintenance and support. Vendors have option to include Accessories by Manufacturer with single discount by adding “Accessories” as an additional product code.

6. Vendors shall identify contract number DTI250061-AV_EQPTCONF on all quotes.
7. The Vendor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Vendor(s), its subcontractor and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Vendor(s) shall follow practices consistent with generally accepted professional and technical standards. The Vendor(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards and policies promulgated by the Department of Technology and Information (DTI). If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, the Vendor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. The Vendor(s) shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by the Vendor's failure to ensure compliance with DTI standards located at <http://dti.delaware.gov/information/standards-policies.shtml>.
8. As new technologies emerge it will be the responsibility of the Vendors to advise the State of their availability. If we feel these technologies will benefit the State, we will allow the vendor to add them to the existing Agreement offering.
9. Statements made in response or in any appendix to this RFP about equipment or services are considered to be part of the Agreement. All conditions and questions stated in this RFP must be answered as precisely as possible, and in the sequence as stated. Failure to address any of the requirements or vague responses could result in disqualification of the proposal.
10. Work (equipment ordered, procurement of dates, pre-installation meetings, etc.) must be initiated within twenty (20) days of receipt of purchase order, unless waived by the State. Failure to meet this requirement may result in the State of Delaware seeking judgment on the successful Vendor(s) and cancellation of the Agreement.
11. Maintenance: A primary consideration in the system selection will be the vendor's ability to provide maintenance, service and support. This section establishes the requirements of the Maintenance Agreement.

- a. Vendor shall supply, if requested, annual maintenance cost for the installed audio and video systems for the post-warranty year of installation. These costs are to be listed for Helpdesk, next day parts shipment, or onsite maintenance services. Vendor shall be very specific as to what is covered and what time and material costs are. Maintenance costs are to be itemized in a separate section.
- b. If portage is chargeable within the State of Delaware, this portion of your response should be highlighted and explained in full.
- c. Vendor must guarantee response time of within four (4) hours for emergency service as required by the owner agency. That service may be delivered via remote diagnostics with on-site response if the problems cannot be corrected remotely. Regular service must be guaranteed by the close of business the following business day if identified by 2:00PM EST. It is mandatory to have a toll-free dial-up telephone support service with remote diagnostic troubleshooting capabilities. The vendor shall provide help desk services and remote diagnostics to the State of Delaware on purchases made from this agreement. The vendor shall provide videoconferencing technicians with assistance from trainers and manufacturer certified videoconferencing system experts via a local or toll-free number. Problem determination, tracking, reporting and follow-up with callers must be provided. The vendor must provide help desk and remote diagnostics for existing systems. Maintenance escalation procedures must be defined if response times are not met. Vendor must list maintenance response times for onsite 4-hour emergency or next day and Helpdesk one (1) hour.
- d. The vendor's help desk services and remote diagnostics must be available, at a minimum, Monday through Friday, 8:00 a.m. to 6:00 p.m. EST on all business days. These services must be available from the vendor directly, not a third party. The vendor shall provide an answering service, pager, or voice mail system to receive incoming calls during hours that helpdesk is not attended. Vendor must supply customer satisfaction surveys, on a quarterly basis to DTI.

12. Technical Specifications:

- a. The proposed systems are to meet the following requirements. The requirements apply to all electronic applications. The proposal response shall be to furnish, deliver, install and maintain audio, video or videoconferencing systems. The video system must be compatible with ISDN for H.320 service and must accommodate all signaling and features

associated with the CENTREX service rendered by the local serving central office. For SIP and H.323 service the Vendor(s) agree that they will cooperate and work with the State's hardware, software, and network vendors when providing network services to the state. Vendor(s) also agrees to observe State Policies and Standards as defined by DTI.

- b. All backboards, connector blocks, patch cords, connector cables and any additional equipment are to be provided by the vendor. All equipment and accessory materials are to be new with no refurbished, reconditioned, used or previously installed materials permitted unless expressly agreed to by DTI or the owner agency.
- c. All cable used in this installation must conform to National Electric Code Articles 800 and 725 for use in telephone systems and interconnecting cable runs as modified by the latest version of local electrical codes. Proper fire-stop restorations must be made to all structural penetrations as specified in the NEC, UL and local fire codes.

13. Commercial Warrantee and Guarantee Certificate

- a. The successful Vendor(s) agrees that the supplies or services furnished under the Agreement shall be covered by the most favorable commercial warranties the Vendor(s) has given or offered to any customer for such supplies or services and such rights are incorporated into this Agreement and provided to the State of Delaware.
- b. At a minimum, the successful Vendor(s) shall warrant that its products are commercially acceptable and compatible and free from defects in design, workmanship, mechanical and electrical breakdown, system programming, software and materials at no expense to the ordering agency for a period of one (1) year from system acceptance. A final payment for performance shall not relieve the successful Vendor(s) of responsibility for faulty materials or workmanship.
- c. The vendor's enhanced warranty must include full parts replacement, 24/7 helpdesk coverage, including all onsite labor and shipping costs. Defective material shall be returned to the vendor for repair or replacement and returned to the site at no cost to the state.
- d. Extended warranties must be fully explained in writing.

14. Installation: Installation shall be conducted to ensure a minimum of interruption to the ordering agency, and shall include if necessary, but may not be limited to, the following tasks:

- a. Coordination shall be maintained through DTI to insure the shortest period of telecommunications service disruption possible.
- b. The vendor shall provide a schedule of installation to the ordering agency a minimum of one week prior to the start of work. The ordering agency reserves the right to specify changes in the installation schedule which are deemed necessary to meet the agency's day-to-day obligations. At a minimum, the schedule will specify the start of installation and the date/time for completion.
- c. The vendor shall install all new equipment as requested by the ordering agency. The vendor shall deliver equipment to any location in the State of Delaware within thirty (30) – sixty (60) days after receipt of order, unless the agency agrees in writing that delivery may be made beyond sixty (60) days. The vendor shall utilize certified technicians for installation of entire systems. Equipment manuals and, or equipment manual CD's shall be turned over to the agency at the completion of the installation. Components such as cameras, monitors, or unique components not listed on the main systems equipment list, may be drop shipped and installed by other qualified technicians at the state's discretion.
- d. Unpack equipment from original shipping containers.
- e. Inspect equipment for visible damage.
- f. Check and verify existing documentation of equipment
- g. Connect system equipment to network interface equipment
- h. Install all other auxiliary components
- i. Perform power-up, initial system configuration, system diagnostics and confirm system equipment is functioning properly
- j. Dress (tie-wrap) all cables and arrange equipment to appropriate or designated areas
- k. Provide technical point of contact an overview (orientation) of the system and its operation
- l. Clean room and all installed equipment to restore room to its original condition
- m. Coordinate end user / system administrator training schedule
- n. Supply the agency with all serial and model numbers as well as IP addresses and ISDN SPID's

- o. After installation, vendor will initiate all applicable warranties and maintenance agreements, as well as paperwork relative to invoicing.
- 15. Training must be included as an inherent part of your proposal. A description of the training procedures that may be associated with the equipment training must be attached to your proposal as an addendum. Training shall include a user's guide or written material for each audio and video piece of equipment provided.
- 16. At the conclusion of the installation phase of a system, the Vendor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by DTI or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.
- 17. Provide a complete listing of all offered and supported Audio, Video, Web Conferencing Services and Equipment. Include all pricing in Appendix A. Pricing not submitted in Appendix A will not be considered.
- 18. Vendors must be able to supply a single-source Audio, Video, Web Conferencing solution to the State. This shall include, but not be limited to, demonstrations, design configuration assistance, implementation assistance, installation, maintenance and training for all systems, equipment, and services offered.
- 19. The international Telecommunications Union (ITU) has developed a suite of standards for multimedia telecommunications called H.32X. The State of Delaware network must meet these basic mandatory standards for both the equipment and operation. For these services the State will be utilizing IP and SIP networks where applicable.
- 20. Videoconferencing systems must be capable of conferencing with videoconferencing clients using Microsoft Skype for Business. When a Skype for Business client is configured for video it must be capable of conferencing with other Skype for Business clients as well as standalone videoconferencing systems.

21. The following is a partial list of features and capabilities that vendors will be expected to deliver. Not all features and capabilities need to be available on all systems.
- a. Ability to deliver single and dual monitor SIP and H.323 compatible systems.
 - b. Ability to deliver HD high resolution (1080, 4K) LCD, LED, Projection or better.
 - c. Ability to deliver High Definition color cameras.
 - d. Ability to deliver High Definition video and stereo capabilities.
 - e. Video operations compliant with H.239, H.263 and H.264 standards.
 - f. Systems should be capable of H.460.17, 18, 19 firewall traversal protocols.
 - g. Picture frame rate not less than 30 fps at 384kbs. And 15 fps at 128kbs.
 - h. Document camera should be available but optional.
 - i. DVR recording and playback capability should be available but optional.
 - j. Electronic whiteboard should be available but optional.
 - k. Systems should allow for far-end camera control.
 - l. Systems should be capable of speed dialing.
 - m. Systems should have wireless remote-control capabilities.
 - n. Systems should have TLS & AES encryption capability.
 - o. Systems should have remote HTTPS/SNMP/SSH management capability.
 - p. Multipoint bridging services should be available as an optional feature or as a standalone offering.
22. Training must be included as an inherent part of your proposal. Training must be made available for all staff members. A description of the training procedures that may be associated with the equipment training should be attached to your proposal as an addendum. Training shall include a user's guide or written material for each system. Training can, if agreed to by the ordering agency, be done via a videoconference call with the vendor's trainer. If training is required to be onsite by the ordering agency, then the cost for the onsite training must be listed in the quotation. The ordering agency shall have the option to select employees for designation as "system administrators." The "system administrators" shall receive additional on-site (at the ordering

agency) instruction by the successful vendor. The "system administrators" shall be instructed in the configuration of the system and trained to execute client-programmable changes. The Director of the ordering agency shall have final authority with regard to the need for recurrent training during the term of this agreement.

23. Training must be included as an inherent part of your proposal. A description of the Audio and Web Conferencing Services training procedures must be attached to your proposal as an addendum. Training shall include a user's guide or written material for each service provided. Since these services are frequently offered on individual basis training must be available for individuals or groups depending on the user needs.
24. At the conclusion of the installation phase of a system, the Vendor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by DTI or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.
25. Audio conferencing and Web conferencing are separate services and will be reviewed on their own merits. Vendor will supply a central billing service solution to the State. DTI will back bill the agency based on the telephone number used for the calls. Vendor will supply information on whether they are facility-based service provider or are a reseller of the service. If the vendor is a reseller, they must provide the name of the service they are reselling. Vendor shall describe in detail the complete list of all of their services. Pricing should be included for all features and capabilities. Vendor shall describe years in the business and years' experience with current services offered. Vendor will list total current customers using the services. Vendor will describe helpdesk services and procedures.

D. QUESTIONS

Written requests for clarification of the RFP are to be submitted in the Q/A section of the project listing in the DTI Procurement Portal found here <https://dti.bonfirehub.com/portal>. If you would like to verify receipt of your question(s), or have issues submitting within the portal, contact DTI_Procurement@delaware.gov. The Department's response to questions will be posted, according to the procurement

schedule, under the project listing in the DTI Procurement Portal and to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>. Vendor names will be removed from questions in the responses released. Questions should include section number, paragraph number, page number, and text of passage being questioned. Deviations from this format will not be accepted.

E. PROCUREMENT SCHEDULE

Action Item	Date	Time
Deadline for Questions to ensure response:	Tuesday, June 10, 2025	2:00 P.M. Local Time
Final Response to Questions posted by:	Tuesday, June 24, 2025	2:00 P.M. Local Time
Proposals Due by:*	Tuesday, July 1, 2025	2:00 P.M. Local Time

NOTE: Only asterisk (*) marked date changes will be communicated (via posted Addendums).

F. PROPOSAL REQUIREMENTS

Interested Vendors must submit the material required herein or they may not be considered for the project:

1. The Vendor must be registered in the DTI Procurement Portal at or before the time of submission to be considered.
2. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses submitted by hard copy, facsimile, or e-mail will not be accepted. Responses received after the proposal Due Date and Time will not be considered.

USB flash drive copies of proposals are to be delivered to:

**DTI Procurement Services
RFP: DTI250061-AV_EQPTCONF
Delaware Department of Technology
801 Silver Lake Blvd.
Dover, DE 19904**

Should the office be closed at the time responses are due (such as an unexpected event or inclement weather) the submission due date shall be the following business day, at the time originally scheduled.

3. You must also upload your submission to the DTI Procurement Portal at: <https://dti.bonfirehub.com/portal>

Important Notes:

- a. Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
 - b. Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
 - c. Each submitted item of requested information will only become visible to DTI after the proposal due date and time.
 - d. If the file is mandatory, you will not be able to complete your submission until the requirement is met.
 - e. Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
 - f. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
 - g. Please feel free to contact DTI Procurement Service directly at DTI_Vendorservices@delaware.gov for technical questions related to your submission. You can also visit the help forum at <https://bonfirehub.zendesk.com/hc>.
4. Submit one (1) original copy of the Proposal. The original must be a .pdf file of the original signed proposal and should be clearly marked "Original" on the first page of the document. Proposals cannot exceed sixty (60) pages excluding Required Forms, Pricing Spreadsheet, and Technical Requirements Spreadsheet.
5. Submit one (1) redacted copy of the Proposal. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as "Redacted" on the first page of the .pdf version of the proposal. The redacted copy is required even if the submission contains no proprietary or confidential information.

Vendors should review Delaware's Freedom of Information Regulations in Section 10002(I) "Public record" of the Delaware Code, <http://delcode.delaware.gov/title29/c100/index.shtml> to determine what

information may be considered proprietary or confidential and may be redacted from their proposal.

6. Pricing Spreadsheet, to include one (1) in .pdf format, one (1) in Excel Format, and one redacted version. Pricing Spreadsheet copies should be submitted separate from proposal copies.
 - a. Provide a complete listing of all Audio and Video Equipment by product category. Include all pricing in Appendix A. Pricing not submitted in Appendix A will not be considered. Below is a partial list of product categories:
 - Projectors
 - Monitors
 - Projection screens
 - Transport Hardware/Software
 - Ceiling speakers
 - Wall mounted speakers
 - Free standing speakers
 - Microphone systems, wired & wireless
 - Mounting hardware
 - Movable cart systems
 - DVR recorders/playback systems
 - Electronic whiteboards
 - Receivers
 - Audio amplifiers
 - Audio mixers
 - b. Audio and video equipment needs to be available for purchase on a standalone basis.
7. A Letter of Interest should accompany each proposal to briefly summarize the proposing Vendor's interest in providing the required services. A paper copy of this Letter shall be included with the USB flash drive of your proposal. The Letter of Interest is limited to four (4) pages and must indicate the following:
 - a. An understanding of the anticipated assignments, services required, and approach to providing the services required.

- b. Identify the proposed key staff and from what office location they will be working.
 - c. The location, size, and description of the Vendor.
 - d. Confirmation that the vendor shall not store or transfer non-public State of Delaware data outside of the United States.
 - e. Availability of personnel for immediate placement.
 - f. Subcontractor usage if anticipated. Indicate the percentage of work estimated to be performed by the subcontractor vs. the prime vendor. Also, indicate if the prime consultant has previously worked with the proposed sub and give a brief example of the previous relationship(s).
8. Description of Vendor Capabilities for each of the listed items must be clearly addressed in your proposal. The proposal sections should be numbered as shown below and all items should be addressed with clear definition of the Vendor's ability to provide service in each area.
9. Staff Qualifications to include:
 - a. Proposed User Group: Indicate Name, Position, and approximate percentage of contract cost each member will perform.
 - b. Resumes of Key Personnel Proposed for this Contract; Resume information is limited to eight (8) individuals regardless of affiliation. Each resume is limited to one page.
 - c. Example Projects: Example Projects provided are limited to ten (10) projects. One page for each project.
10. Rating Criteria Support Information Section may be included but must be limited to four (4) pages. This section should be used to provide information that directly relates to your ability to meet the specific rating criteria cited within the RFP document. Any information beyond this scope will not be considered.

Vendors are encouraged to review the Rating Criteria section of this RFP and provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.
11. Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Appendix D. Include business name,

mailing address, contact name and phone number, number of years doing business with, and type of work performed. The User Group will not consider personal references.

12. Required certification forms. All Vendors responding to the RFP must complete and return the submission forms located in Appendix D of this document.
13. Agreements for consideration by the State that would require signing as part of purchasing activity must have draft language submitted and approved for the life of contract. This includes but is not limited to License and Service Level Agreements. Any changes to offered agreement language after contract execution is subject to Department approval.

No promotional materials or brochures are to be included as part of the submission.

G. RATING CRITERIA

All proposals received in response to this RFP shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the User Group to evaluate proposals:

#	Criteria Description:	Weight
1	Compliance: Ability of the proposed solution to meet or exceed all mandatory technical requirements.	30 %
2	Cost Effectiveness: Competitiveness of pricing, including discounts off list price, total cost of ownership (initial + maintenance), and value for proposed features.	25 %
3	Vendor Experience and Qualifications: Demonstrated experience delivering similar AV and conferencing solutions, including references, years in business, and staff expertise.	20 %
4	Maintenance and Support Capabilities: Quality and responsiveness of proposed support (e.g., 4-hour emergency response, 24/7 helpdesk, warranty terms) and ability to ensure long-term system reliability.	15 %
5	Implementation and Training Plan: Thoroughness of installation timeline (e.g., within 30-60 days), training approach for users and admins, and ease of system adoption across platforms.	10 %
TOTAL:		100%

H. OVERVIEW OF SELECTION PROCESS

1. User Group appointments are confidential.
2. User Group members will individually score each Vendor’s submitted proposal which determines individual ranking. The Department’s ranking is the combined

ranking of all Committee members. Awarded Vendors, in order of ranking, may have the opportunity to negotiate an agreement with the Department. If the Department cannot reach an agreement with the highest ranked Vendor(s), the Department may terminate negotiations and begin negotiations with the next highest ranked Vendor, and so on until an agreement is reached. The Department will notify via email the awarded Vendor(s) of the opportunity to enter into an agreement with the Department. This notification also will include information on the next steps for the agreement process.

3. After the ranking process has been completed, applicable price information may be requested from the successful candidate Vendor(s), such as salary rates for various classifications of personnel and an indirect cost derivation for the most current accounting period.
4. Based upon the listed criteria and evaluation of each firm's submitted proposal, the User Group may decide if a small sample task and/or discussions will be held with the most highly qualified consultants. If discussions are held, they will serve to clarify the technical approach, qualifications, and capabilities provided in response to the RFP, after which the User Group will determine the ranking of the candidate firms
5. Rate determination and applicability is subject to audit by the Department. Additionally, candidates should be prepared for the Department to work with your current accounting Vendor to provide information and backup documentation. Full and immediate cooperation is required to avoid delays in execution of an agreement. Failure to cooperate may result in breaking off negotiations and moving to the next ranked Vendor.

I. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION

1. RFP Issuance
 - a. Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).
 - b. This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.
 - c. Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the DTI_Vendorservices@delaware.gov no later than ten calendar days prior to the deadline for receipt of proposals.

- d. All requests, questions, or other communications about this RFP shall be made submitted via the DTI Procurement Portal found here: <https://dti.bonfirehub.com/login> or to DTI_Vendorservices@delaware.gov. Communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Vendor.
2. The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.
3. Direct contact with State of Delaware employees regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.
4. Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.
5. The User Group reserves the right to refuse to consider any proposal from a Vendor who:
 - a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
 - b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contracted Vendor;
 - c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

- d. Has violated contract provisions such as:
- Has knowingly failed without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - Has failed to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - Has violated ethical standards set out in law or regulation; and
 - Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contracted Vendor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

6. RFP Submissions

- a. 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.
- b. Any changes, amendments can be made in the DTI Procurement Portal or to DTI_Vendorservices@delaware.gov until the deadline for submission. 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.

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

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

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.

8. Proposals received after the specified date and time will not be accepted or considered. Sealed packages with the USB flash drive proposals shall be submitted, plainly marked with the proposal title, Vendor name, and time due. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the Letter of Interest will be date and time stamped upon receipt.
9. The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.
10. 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 State of Delaware.
11. The State of Delaware 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 State of Delaware's interest is in the quality and responsiveness of the proposal.
12. It is the expectation of the State of Delaware that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials, and other costs, including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

13. The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

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

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

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

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

14. Multi-Vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "Prime Vendor". The "Prime Vendor" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all

Vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, Vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

- a. The State of Delaware expects to negotiate and contract with only the "Prime Vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-bidding on this RFP. The Prime Vendor will be responsible for the management of all subcontractors.

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under the State's Right to Award Multiple Source Contracting Section of this RFP regarding multiple source contracting.

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

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime Vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any subcontractors must be approved by State of Delaware.

- c. A primary Vendor may not participate in more than one proposal in any form. Sub-contracting Vendors may participate in multiple joint venture proposals.
15. 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 State of Delaware's Designated Contact, through the DTI of such findings at least ten (10) calendar days before the proposal submission deadline. This will allow issuance of any necessary addenda. It will also help prevent the review 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. Nothing in this section should be construed to alter the timelines delineated in Section E of this document. Any notifications of discrepancies, omissions, ambiguities, or questions reported within ten (10) calendars of the submission's deadline will not be considered or applied to Vendor's original submission.
 16. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.
 17. The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.
 18. The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your

organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

19. Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more Vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.
20. Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.
21. The State of Delaware reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.
22. Vendor may modify or withdraw its proposal by written request or within the DTI Procurement Portal, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered Vendor offers at that time.

23. If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contracted Vendor, or its agents.

24. Any exceptions to the RFP, or the State of Delaware's terms and conditions, or the State's proposed Agreement template must be recorded on the Exceptions Form provided in Appendix D. Exceptions to the state's proposed agreement template shall be documented using redlines. Acceptance of exceptions is within the sole discretion of the User Group.
25. The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract as a result of this RFP.

Notice in writing to a Vendor of award by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

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

It should be explicitly noted that the Department is not obligated to award the contract to the Vendor who submits the lowest bid or the Vendor who receives the highest total point score, rather the contract will be awarded to the Vendor whose proposal is the most advantageous to the Department. The award is subject to the appropriate State of Delaware approvals.

After all qualifying applicants' proposals have been reviewed, the State of Delaware will engage with the selected Vendor(s), in compliance with 29 *Del. C.* § 6982. Remaining vendors will be notified in writing of their selection status after negotiations have been completed.

27. 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.
28. A User Group composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

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

30. The User Group shall assign up to the maximum number of points for each Rating Criteria to each of the proposing Vendor's proposals. All assignments of points shall be at the sole discretion of the User Group.

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

The User Group reserves the right to the following:

- a. Select for contract or for negotiations a proposal other than that with lowest costs.
- b. 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.
- c. Waive or modify any information, irregularity, or inconsistency in proposals received.

- d. Request modification to proposals from any or all Vendors during the contract review and negotiation.
 - e. Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
 - f. Select more than one Vendor pursuant to 29 Del. C. §6986. Such selection will be based on the Rating Criteria section found in this RFP.
31. The User Group may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.
32. The User Group may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel. If the Vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.
33. After initial scoring and a determination that Vendor(s) are qualified to perform the required services, selected Vendors may be invited to make oral presentations to the User Group. All Vendor(s) selected will be given an opportunity to present to the User Group.

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

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

J. 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.

K. Environmental Procurement Requirements

1. 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.
2. Green Products – third party certification of green products accepted from DTI with approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
3. 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](#).

L. CENTRAL CONTRACTS RELATED TO PUBLIC WORKS

1. This Request for Proposals is issued as a Central Contracting procurement pursuant [29 Del. C. § 6911](#), and delegated to DTI via 29 Del. C. § 6914, with resulting central contract award. The structure of this Request for Proposals does not remove or relinquish Public Works procurement procedures required by [29 Del. C. ch. 69, Subchapter IV](#) as applied specifically to individually defined projects. Distinction from a Public Works contract is made in this Request For Proposals in that the resulting award is intended for services of recurring need with undetermined quantities contrast to Public Works contract awarded for individual projects.
2. If the project does not require architectural and engineering services per [29 Del. C. § 6962\(d\)\(b\)](#), the agency head may waive in writing the use of such services. Should there be a need for a specific agency project for an engineered plan, the agency is responsible for acquiring the services needed.

3. The prevailing wage law, [29 Del. C. § 6960\(a\)](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a Public Works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

The Department of Labor has determined that this contract is subject to prevailing wage. The Department of Labor Prevailing Wage sheet for work performed under this central contract is attached as Appendix B. The Vendor is required to conform with this determination and rate sheet.

4. Bidders are not required to be registered or prequalified for this Request for Proposals. All bidding documents are made publicly available on <http://bids.delaware.gov/>. While subcontractors are not required to be prequalified for this solicitation, subcontractors, if used, should be identified individually on the subcontractor form included with this solicitation without a prequalification requirement
5. In accordance with [29 Del. C. § 6962\(c\)\(13\)](#) of the Delaware Code, effective June 7, 2020, contractors and subcontractors must provide craft training for journeyman and apprentice levels under certain circumstances. If awarded a central contract and selected to perform a project under the central contract, vendor must complete the included Affidavit of Craft Training Compliance in Appendix D and present the Affidavit to the agency for whom the contractor is performing the project prior to a Purchase Order being completed by that agency.

M. Terms and Conditions

1. Mandatory Use
2. This contract has transitioned to DTI for management from Government Support Services and is Mandatory Use for all state agencies. Quotes for services are to be requested directly from the awarded vendors and should

include a full description of services, quantity, delivery date and location, itemized cost, and contract number. DTI Procurement Services is available for consultation regarding any Service Level Agreements that may be required by awarded vendors. To initiate consultation agencies can contact DTI_Procurement@delaware.gov.

REF: Title 29, Chapter 9016E(a) Delaware Code. The Department shall establish statewide technology standards for use in the procurement process. Further, if the Department has entered into a statewide contract for technology services or resources, then that contract is mandatory use for state agencies.

3. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Department and in no way places any obligation upon the awarded Vendor(s).

4. As a Service subscription, license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

5. General Information

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

- b. The selected Vendor or Vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal contract.
- c. The State of Delaware's standard contract will most likely be supplemented with the Vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- d. No Vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions once it is received by the successful Vendor.

No other terms and conditions shall apply, including terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor.

- e. If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
 - f. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.
6. Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and

without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Vendor's proposal preparation.

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

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

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

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

8. Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the Vendor, its affiliates, actual or prospective Vendors, or any person acting in concert with Vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a Vendor may result in rejection of the Vendor's proposal. Former State of Delaware employees are prohibited from conducting business in violation of the code of conduct, REF: 29 Del. C., §58.

This paragraph does not prevent the employment by a Vendor of a State of Delaware employee who has initiated contact with the Vendor. However, State of Delaware employees may be legally prohibited from accepting employment

with the Vendor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Vendor discovers that they have done so, they must terminate that employment immediately.

9. The State's proposed contract terms can be found in the agreement template made part of this RFP as Appendix C.

APPENDIX A – PRICING SPREADSHEET

- EXCEL SPREADSHEET POSTED SEPERATELY

APPENDIX B – DEPARTMENT OF LABOR PREVAILING WAGE SHEET

APPENDIX C – DTI AGREEMENT TEMPLATE

APPENDIX D – REQUIRED FORMS

The following completed forms are required to be returned with each proposal:

- NON-COLLUSION STATEMENT
- CONFIDENTIAL INFORMATION FORM
- BUSINESS REFERENCES
- SUBCONTRACTOR INFORMATION FORM (if applicable)
- EXCEPTION FORM (if applicable)
- TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE AGREEMENT
- AFFIDAVIT OF CRAFT TRAINING COMPLIANCE (if applicable)

STATE OF DELAWARE
 DEPARTMENT OF LABOR
 DIVISION OF INDUSTRIAL AFFAIRS
 OFFICE OF LABOR LAW ENFORCEMENT
 PHONE: (302) 318-2769

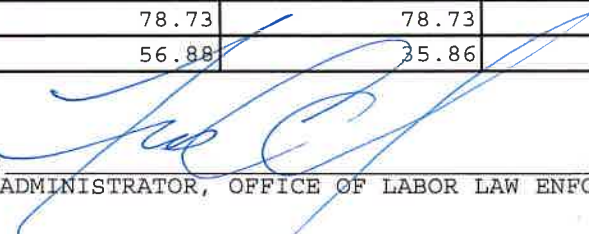
Mailing Address:
 252 Chapman Road
 Suite 210
 Newark, DE 19702

Located at:
 252 Chapman Road
 Suite 210
 Newark, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.89	36.79	53.56
BOILERMAKERS	89.46	45.39	66.72
BRICKLAYERS	66.79	66.79	66.79
CARPENTERS	62.56	62.56	50.80
CEMENT FINISHERS	94.36	67.11	52.04
ELECTRICAL LINE WORKERS	59.42	50.96	38.85
ELECTRICIANS	83.92	83.92	83.92
ELEVATOR CONSTRUCTORS	117.63	84.30	100.06
GLAZIERS	85.50	85.50	74.04
INSULATORS	69.12	69.12	69.12
IRON WORKERS	77.73	77.73	77.73
LABORERS	57.65	57.65	57.65
MILLWRIGHTS	88.35	88.35	70.97
PAINTERS	59.63	59.63	59.63
PILEDRIVERS	91.12	51.44	41.60
PLASTERERS	39.01	39.01	28.91
PLUMBERS/PIPEFITTERS/STEAMFITTERS	79.55	82.95	73.71
POWER EQUIPMENT OPERATORS	83.29	83.29	83.29
ROOFERS-COMPOSITION	32.40	30.53	32.76
ROOFERS-SHINGLE/SLATE/TILE	24.03	28.59	22.47
SHEET METAL WORKERS	86.84	86.84	86.84
SOFT FLOOR LAYERS	61.68	61.68	47.74
SPRINKLER FITTERS	73.13	73.13	73.13
TERRAZZO/MARBLE/TILE FNRS	70.79	70.79	81.89
TERRAZZO/MARBLE/TILE STRS	78.73	78.73	90.82
TRUCK DRIVERS	56.88	35.86	27.91

CERTIFIED: 05/01/2025

BY: 
 ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: DTI250061AVEQPTCO Audio Visual Equipment and Audio Visual Web Conferencing, Multiple Counties



AGREEMENT COVER PAGE

AGREEMENT NUMBER DTI250061-AV_EQPTCONF

BETWEEN

STATE OF DELAWARE

AND

<INSERT VENDOR FULL NAME>

Audio Visual Equipment and Audio-Visual Web Conferencing

Department Primary Contact:

**Felicia Pearson
IT Procurement Officer**

Service Owner:

Name, Title

Section:

Section Name

Vendor Primary Contact:

Name, Title

Vendor Executive Contact:

Name, Title

AGREEMENT NUMBER DTI250061-AV_EQPTCONF

BETWEEN

STATE OF DELAWARE

AND

<Insert Vendor Full Name>

This Agreement made and the day, month, and year affixed by the signature of the Department of Technology and Information's (DTI) representative by and between the DTI a department created under the laws of the State of Delaware, hereinafter referred to as "Department", and **<Insert Vendor Name>**, hereinafter referred to as the "Vendor", whose address is **<Insert Vendor Street/ mailing address and zip code>**.

WHEREAS, the Department desires to obtain certain services to procure audio-visual equipment and web conferencing solutions including the supply, installation, integration, and ongoing support of turnkey audio-video systems and supplemental conferencing equipment.

WHEREAS, Vendor desires to provide such services to the Department on the terms set forth below;

WHEREAS, the Department and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

For in the consideration of the premises and mutual agreements herein, Department and Vendor agree as follows:

1. TERM

The initial term of this Agreement shall be for three (3) years effective December 1, 2025. Upon mutual consent, the term of this agreement may be extended for two (2) one (1) year.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

2. SCOPE

- a. Vendor shall perform for the Department the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- b. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (i) this Agreement (including any amendments or modifications thereto); (ii) Department's request for proposals, attached

hereto as Attachment A; (iii) Vendor's response to the request for proposals, attached hereto as Attachment B; and (iv) DTI's Terms and Conditions Governing Cloud Services and Data Usage Agreement, attached hereto as Attachment C.

- c. The Department may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by the Vendor shall be furnished, without the written authorization of the Department. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Agreement, it shall notify the Vendor, who shall then submit to the Department a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price, or the time required by the Vendor for any aspect of its performance under this Agreement. Once approved an Addendum will be issued for the contract stating the changes. Pricing of changes shall be consistent with those established within this Agreement.
- d. The Vendor will not be required to make changes to its scope of work that result in the Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 2 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

3. PAYMENT FOR SERVICES AND EXPENSES

- a. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Department budget and technical review.
- b. The Department will pay the Vendor for the products and services described in Attachment D, Statement of Work. The fee will be paid in accordance with the Price List attached hereto as part of Attachment E.
- c. Delaware's obligation to pay Vendor for the performance of services described in Attachment F, Vendor's Master Service Agreement. It is expressly understood that the work defined in the appendices to this Agreement must be completed by the Vendor and it shall be the Vendor's responsibility to ensure that services do not exceed the agreed fee. The Department's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in the Department's purchase order(s) to the Vendor. The State will not be liable for any goods or

services provided by the vendor prior to the receipt of an approved purchase order.

- d. The Department will consider the Vendor's request to update Attachment E, <Price list, Master Service Agreement, Enterprise Licensing Agreement etc.> on a quarterly/monthly/annual basis for additions to the catalog offering only. Changes to Attachment E are not permitted without written approval by the Department.
- e. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DTI250061-AV_EQPTCONF on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- f. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- g. Vendor shall submit monthly invoices to the Department in sufficient detail to support the services provided during the previous month. The billing cycle will begin on the first day of each month and end on the last day of each month. Invoices must be received by the tenth day of each month. The Department agrees to pay those invoices within thirty (30) days of receipt. In the event the Department disputes a portion of an invoice; they agree to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of their position on the disputed portion of the invoice within thirty (30) days of receipt. In the event that payment is not made within thirty (30) days of receipt, the State will not be required to pay late fees. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- h. The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- i. Agencies will make every effort to achieve available discount opportunities under this Participating Addendum. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.
- j. Unless provided otherwise in an Attachment, all expenses incurred in the performance of the services are to be paid by the Vendor. If an Attachment specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses,

communications charges, and computer time and supplies.

- k. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/publications/p510>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by the Vendor, the Division of Accounting will work with the Department and Vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.
- l. The Department shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from, or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- m. Invoices shall be submitted electronically to DTI_Fiscal@delaware.gov.

4. QUOTE SERVICE LEVEL AGREEMENT

- a. Vendor is required to respond to quote requests in a reasonable timeframe not exceeding five (5) business days unless previously negotiated with requestor.
- b. Vendor must honor and guarantee all quotes for sixty (60) calendar days.
- c. Vendor must notify Service Owner of all quotes requested by copying DTI_vendorservices@delaware.gov.
- d. Vendor quotes must contain:
 - i. Description - Full description of item.
 - ii. Quantity - Item quantity requested.
 - iii. Unit Price - Quoted cost per item.
 - iv. Extended Price - Cost quoted for total quantity of items.
 - v. Discount - Vendor percentage discount applied to unit and/or extended price.

5. RESPONSIBILITIES OF VENDOR

- a. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees, and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products, and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the DTI published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does

not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the Department caused by Vendor's failure to ensure compliance with DTI standards.

- b. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State, and Local statutes, codes, ordinances, resolutions, and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- c. Permitted or required approval by the Department of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. The Department's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the Department caused by Vendor's performance or failure to perform under this Agreement.
- d. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager.
- e. Designation of persons for each position is subject to review and approval by the Department. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify the Department immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by the Department. If Vendor fails to make a required replacement within thirty (30) days, the Department may terminate this Agreement for default. Upon receipt of written notice from the Department that an employee of Vendor is unsuitable to the Department for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- f. Vendor shall furnish to the Department's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- g. Vendor agrees that its officers and employees will cooperate with the Department in the performance of services under this Agreement and will be

available for consultation with the Department at such reasonable times with advance notice as to not conflict with their other responsibilities.

- h. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- i. Vendor will not use the Department's name, either express or implied, in any of its advertising or sales materials without the Department's express written consent.
- j. The rights and remedies of the Department provided for in this Agreement are in addition to any other rights and remedies provided by law.
- k. Vendor agrees that the pricing, terms, and conditions offered under this Agreement shall be no less favorable than those provided under any other active Agreement the Vendor holds with any State of Delaware Agency for the same or substantially similar products or services. If at any time during the term of this Agreement it is determined that overlapping or concurrent Agreements with any State of Delaware Agency contain more favorable pricing, terms, or conditions for similar products or services, the lower pricing and/or more favorable terms shall apply to this Agreement, retroactive to the effective date of such overlapping terms. DTI shall be entitled to a credit, refund, or adjustment accordingly.

6. REPORTS

- a. One of the primary goals in administering this Agreement is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of this Agreement and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.
- b. A complete and accurate Usage Report (**Attachment G**) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this Agreement. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to DTI_vendorservices@delaware.gov. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of this Agreement. Failure to provide the report with the minimum required information may also negate any extension clauses of this Agreement. Additionally, if the Vendor is determined to be in default of this

mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

- c. In accordance with Executive Order 49, the State of Delaware is committed to supporting its diverse business industry and population. The Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this Agreement. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as **Attachment H**.

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

Information on the Delaware Division of Small Business can be found in **Attachment I** of this agreement.

7. STATE RESPONSIBILITIES

- a. In connection with Vendor's provision of the Services, the Department shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- b. The Department agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- c. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by the Department's designated representatives. Department representatives may delegate any or all responsibilities under the Agreement to appropriate staff members and shall so inform Vendor by written notice before the effective date of each such delegation.
- d. The review comments of the Department's designated representatives may be

reported in writing as needed to Vendor. It is understood that the Department's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

- e. The Department shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which the Department has available, including as examples only and not as a limitation:
 - i. Copies of reports, surveys, records, and other pertinent documents;
 - ii. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.
- f. Vendor shall return any original data provided by the Department.
- g. The Department shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business Vendors whenever such material is necessary for the completion of the services specified by this Agreement.
- h. Vendor will not be responsible for accuracy of information or data supplied by the Department or other sources to the extent such information or data would be relied upon by a reasonably prudent Vendor.
- i. The Department agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

8. WORK PRODUCT

- a. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for the Department relating to the services to be performed hereunder shall become the property of the Department and shall be delivered to the Department's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by the Department. The Department shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- b. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with the Department's rights to the materials, information and documents developed in performing the project. Upon final payment, the Department shall have a perpetual, nontransferable, non-exclusive paid-up right, and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with the Department. Any and all source code developed in connection

with the services provided will be provided to the Department, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

- c. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

9. CONFIDENTIAL INFORMATION

To the extent permissible under 29 Del. C. § 10001, et seq, the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled, or prepared in connection with the performance of this Agreement. Notwithstanding any language found in any other agreements related to this engagement, if the Department receives a request for information pursuant to Delaware's Freedom of Information Act, the Department will not be required to contact Vendor or obtain approval prior to responding to the request.

- a. Confidentiality and Data Integrity

DTI is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Vendor is required to agree to the requirements in the Confidentiality and Integrity of Data Statement; **Attachment J** attached and made a part of this Agreement. Vendor employees may be required to sign the statement prior to beginning any work.

10. WARRANTY

- a. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- b. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which

such products are governed. With respect to all third-party products and services purchased by Vendor for the Department in connection with the provision of the Services, Vendor shall pass through or assign to the Department the rights Vendor obtains from the manufacturers and/or Vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

11. INDEMNIFICATION; LIMITATION OF LIABILITY

- a. Vendor shall indemnify and hold harmless the State, its agents, and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
 - i. The negligence or other wrongful conduct of the Vendor, its agents, or employees, or
 - ii. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by the Department of any notice of such claim.
- b. If the Department promptly notifies Vendor in writing of a third-party claim against the Department that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Department. Vendor will not indemnify the Department, however, if the claim of infringement is caused by:
 - i. The Department's misuse or modification of the Deliverable;
 - ii. The Department's failure to use corrections or enhancements made available by Vendor;
 - iii. The Department's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
 - iv. The Department's distribution, marketing or use for the benefit of third parties of the Deliverable or
 - v. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either procure the right for the Department to continue using it, replace it with a non-infringing equivalent, or modify it to make it non-infringing.
- c. The foregoing remedies constitute the Department's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

12. EMPLOYEES

- a. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed

by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor the Department's request for specific individuals.

- b. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee, or independent Vendor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee, or independent Vendor and with which a party comes into direct contact in the course of the services.
- c. Possession of a Security Clearance, as issued by the Delaware Department Safety and Homeland Security, may be required of any employee of Vendor who will be assigned to this project.

13. INDEPENDENT VENDOR

- a. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent Vendor, and is not an agent or employee of the Department and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend, and save the Department harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- b. Vendor acknowledges that Vendor and any subcontractors, agents, or employees employed by Vendor shall not, under any circumstances, be considered employees of the Department, and that they shall not be entitled to any of the benefits or rights afforded employees of the Department, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The Department will not provide or pay for any liability or medical insurance, retirement contributions, or any other benefits for or on behalf of the Department or any of its officers, employees, or other agents.
- c. Vendor shall be responsible for providing liability insurance for its personnel.
- d. As an independent Vendor, Vendor has no authority to bind or commit the Department. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

14. DISPUTE RESOLUTION

- a. At the option of, and in the manner prescribed by the Department, 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.

- b. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the Department elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Contract shall be submitted to mediation by a mediator selected by the Department, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Department Director, for final and binding arbitration. The Department 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 or if Delaware statutory authority mandates a disclosure of associated records. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

15. REMEDIES

Except as otherwise provided in this Agreement, including but not limited to Section 12 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Vendor arising out of, or relating to, this Agreement, 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.

16. SUSPENSION

- a. The Department may suspend performance by Vendor under this Contract for such period of time as the Department, at its sole discretion, may prescribe by providing written notice to Vendor at least thirty (30) working days prior to the date on which the Department wishes to suspend. Upon such suspension, the Department shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Contract after the effective date of suspension. Vendor shall not

perform further work under this Contract after the effective date of suspension until receipt of written notice from Department to resume performance.

- b. In the event the Department suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of thirty (30) days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Contract to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by the Department based on appropriated funds and approval by the Department.

17. TERMINATION

- a. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - i. Not less than twenty (20) calendar days written notice of intent to terminate; and
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part by the Department for its convenience, but only after Vendor is given:
 - i. Not less than twenty (20) calendar days written notice of intent to terminate; and
 - ii. An opportunity for consultation with the Department prior to termination.
- c. If termination for default is affected by the Department, the Department will pay the Vendor that portion of the compensation which has been earned as of the effective date of termination, but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
 - ii. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of Vendor's default.
 - iii. Upon termination for default, the Department may take over the work and prosecute the same to completion by Agreement with another party or otherwise. In the event Vendor shall cease conducting business, the Department shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 12.b.
- d. If after termination for failure of Vendor to fulfill contractual obligations, it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of the Department.

- e. The rights and remedies of the Department and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- f. Gratuities
 - i. The Department may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by the Department that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of the Department with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
 - ii. In the event this Agreement is terminated as provided in Section 17.f.i. hereof, the Department shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
 - iii. The rights and remedies of the Department provided in Section 17.f. shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. TERMINATION UPON INSOLVENCY

The State may, at its option and without notice, terminate this Agreement, effective immediately, should Vendor: (1) admit in writing its inability to pay its debts generally as they become due; (2) make a general assignment for the benefit of creditors; (3) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (5) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

19. 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.

20. IRS 1075 Publication (If Applicable)

a. Performance

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

- i. All work will be performed under the supervision of the Vendor or the Vendor's responsible employees.
- ii. The Vendor and the Vendor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- iii. Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Vendor is prohibited.
- iv. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- v. No work involving returns and return information furnished under this Agreement will be subcontracted without prior written approval of the IRS.
- vi. The Vendor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- vii. The Agency will have the right to void this Agreement if the Vendor fails to provide the safeguards described above.
- viii. The Vendor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns

or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

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

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

Granting Vendor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Vendor must maintain its authorization to

access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Vendor must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Vendor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

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

21. Fair Background Check Practices

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

22. Vendor Background Check Requirements

- a. If Vendor has access to state property or will come in contact with vulnerable populations, including children and youth, they shall complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>
- b. Individuals that are listed in the registry shall be prevented from direct contact in the service of this Agreement but may provide support or off-site premises service for contract Vendors. Should an individual be identified, and the Vendor believes its employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.
- c. By Agency request, the Vendor shall provide a list of all employees serving this Agreement and certify adherence to the background check requirement.

Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of this Agreement. A violation of this condition represents a violation of the terms and conditions of this Agreement, and may subject the Vendor to penalty, including cancellation for cause of this Agreement.

- d. Individual Purchase Orders 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 shall be responsible for the background check requirements of any authorized Subcontractor providing service to an agency pursuant to this Agreement.
- e. Pursuant to 29 Del. C. § 9016G, any employees, contractors, and subcontractors who require access to DTI systems, facilities, or data must submit to a criminal background check. This criminal background check must include a report of the individual's entire state criminal history record information from the State Bureau of Identification (SBI) or a statement that the SBI Central Repository contains no such information relating to that individual and a report of the individual's entire federal criminal history record information from the Federal Bureau of Investigation (FBI) or a statement that the FBI's record contain no such information relating to that individual.

23. 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](#).

24. TESTING AND INSPECTION

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

25. ASSIGNMENT; SUBCONTRACTS

- a. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of the Department shall be void. Such consent shall not be unreasonably withheld.
- b. Services specified by this Agreement shall not be subcontracted by the Vendor without prior written approval of the Department.
- c. As part of the Vendors team, Department approved subcontractors for this agreement are listed in **Appendix A**. Approved subcontractors may be added

to or removed from this Agreement upon written approval from the Department as indicated in **Appendix A**.

- d. Approval by the Department of the Vendor's request to subcontract or acceptance of or payment for subcontracted work by the Department shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- e. Vendor shall be and remain liable for all damages to the Department caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor, or its sub-subcontractor.
- f. The compensation due shall not be affected by the Department's approval of the Vendor's request to subcontract.

26. FORCE MAJEURE

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

27. NON-APPROPRIATION OF FUNDS

- a. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.
- b. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and the Department's obligations under it shall be extinguished at the end of the fiscal year in which the Department fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

28. STATE OF DELAWARE BUSINESS LICENSE

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502.

29. COMPLETE AGREEMENT

- a. This Agreement and its Appendices shall constitute the entire Agreement between the Department and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and

understandings of the parties with respect to the subject matter of this Agreement.

- b. Terms and conditions inconsistent with, contrary or in addition to the terms and Agreement, together with its Appendices, shall not be added to or incorporated into this Agreement and its Appendices, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Agreement and its Appendices shall prevail and govern in the case of any such inconsistent or additional terms.
- c. Any unilateral terms or conditions on any materials that Vendor generates and proposes as an agreement with the Purchasing Entity (e.g., pre-printed materials, order forms, invoices, browse-wrap or click-wrap terms and conditions) will be null and void and of no consequence whatsoever in interpreting the Parties' legal rights and responsibilities as they pertain to products or services provided by Vendor.
- d. Where a Purchasing Entity or any personnel associated with the Purchasing Entity are required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service.
- e. In case of conflict with any Appendices to this Agreement, this main body of this Agreement will govern. No Purchase order, Quote, Invoice or other attachment to this Agreement, including without limitation those executed after this main body of this Agreement, will be construed to amend this main body unless it specifically states its intent to "amend" this Agreement, under a clause or section entitled "Amendment," that cites the section or sections amended. Such an amendment executed through an Order will operate only with respect to the subject matter of such Order.
- f. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- g. Vendor may not order any product requiring a purchase order prior to the Department's issuance of such order. No other agreements, representations, warranties, or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

30. MISCELLANEOUS PROVISIONS

- a. In performance of this Agreement, Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- b. Neither this Agreement nor any Attachment may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- c. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- d. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- e. Vendor acknowledges that the Department has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the Department may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- f. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, or a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- g. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- h. Vendor shall maintain all public records, as defined by 29 Del. C. ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of the Department may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business

office during normal business hours.

- i. The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.
- j. Vendor(s) who have any employees carrying out any work related to the awarded agreement at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.
- k. Vendor must provide clear notice to the Department before making any material changes to the Vendor's privacy policy.

31. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

- ii. 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.

32. INSURANCE

- a. As a part of the contract requirements, the Vendor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors must carry the following coverage depending on the type of service or product being delivered.
 - i. Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
 - iii. 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.

- b. The successful vendor must carry at least one of the following depending on the scope of work being performed.
 - i. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- c. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- d. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Technology and Information
801 Silver Lake Blvd
Dover, DE 19904
ATTN: PROCUREMENT SERVICES

- e. 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.
- f. To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
- g. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

33. PERFORMANCE REQUIREMENTS

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

34. ASSIGNMENT OF ANTITRUST CLAIMS

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

35. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

36. FORMAL NOTICES

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, and emailed with a return receipt requested. All notices shall be sent to the following addresses:

Mail:
Department of Technology and Information
801 Silver Lake Blvd
Dover, DE 19904
ATTN: PROCUREMENT SERVICES

Email:
DTI_Vendorservices@delaware.gov

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement as of the date of execution by both parties below:

State of Delaware
By: _____
Name: _____
Title: _____
Date: _____

Vendor: _____
By: _____
Name: _____
Title: _____
Date: _____

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SUBCONTRACTOR APPENDIX A

Agreement DTI250061-AV_EQPTCONF

Insert Vendor Name

Audio Visual Equipment and Audio-Visual Web Conferencing

Below are the approved subcontractors for this Agreement:

Subcontractors:

1. XXX

2. XXX



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://business.delaware.gov/osd/>

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

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<https://business.delaware.gov/directory-of-certified-businesses/>

New Address for OSD:

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

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

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



DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored, e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure, or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Vendor and to any others working under the Vendor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Vendor Signature _____

Title: _____

Date: _____

Vendor Name: _____

Contract Number: DTI250061-AV_EQPTCONF
Contract Title: Audio Visual Equipment and Audio-Visual Web Conferencing

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 subcontractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Technology and Information.

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

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Technology and Information.

COMPANY NAME _____ (Check one)
 NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) _____

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL EIN _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
CERT. NO.:	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

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

PURCHASE ORDERS SHOULD BE SENT TO:

COMPANY NAME _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Contract Number: DTI250061-AV_EQPTCONF
Contract Title: Audio Visual Equipment and Audio-Visual Web Conferencing

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NUMBER	2. PRIME VENDOR NAME:	3. MAILING ADDRESS
4. SUBCONTRACTOR		
a. NAME	d. COMPANY OSD CLASSIFICATION: CERTIFICATION NUMBER: _____	
b. MAILING ADDRESS:	4e. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4i. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
c. CONTACT EMAIL:		
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY <i>(Signature)</i>	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY <i>(Signature)</i>	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**



Exceptions Form

Agreement Number:

Agreement Title:

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

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

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

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



PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
1	✓	✓	<p>Data Ownership: The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware’s written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.</p>
2	✓	✓	<p>Data Usage: The PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State’s Terms and Conditions Governing Cloud Services and Data Usage Policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. No party related to the PROVIDER or contracted by the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.</p>
3	✓	✓	<p>Termination and Suspension of Service: In the event of termination of the contract, PROVIDER shall implement an orderly return of State of Delaware data in CSV, XML, or another mutually agreeable format. The PROVIDER shall guarantee the subsequent secure disposal of State of Delaware data.</p> <ul style="list-style-type: none"> a) Suspension of services: During any period of suspension, contract negotiation, or disputes, the PROVIDER shall not take any action to intentionally erase any State of Delaware data. b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally erase any State of Delaware data for a period of ninety (90) days after the effective date of the termination. All obligations for protection of State data remain in place and enforceable during this 90-day period. After such 90-day period has expired, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally or contractually prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession. Within this 90-day timeframe, the PROVIDER will continue to secure and back up State of Delaware data covered under the contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. d) Secure Data Disposal: When non-public data is provided by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods after ninety (90) days of the contract termination. The PROVIDER shall provide written certificates of destruction to the State of Delaware.



PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
4		✓	Data Location: The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.
5		✓	Encryption: The PROVIDER shall encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the PROVIDER stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest . The PROVIDER’s encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2 , Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the PROVIDER cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Terms and Conditions Governing Cloud Services and Data Usage Policy .
6		✓	Breach Notification and Recovery: The PROVIDER must notify the State of Delaware at eSecurity@delaware.gov immediately or within 24 hours of any determination of the breach of security as defined in 6 Del. C. §12B-101(2) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. The PROVIDER shall send 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. The PROVIDER will continue to send any and all reports subsequent to the preliminary written report. The PROVIDER shall meet and confer with representatives of DTI regarding required remedial action in relation to any such data breach without unreasonable delay. If data is not encrypted (<i>see CS3, below</i>), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans’ Personally Identifiable Information (PII, as defined in Delaware’s Terms and Conditions Governing Cloud Services and Data Usage Policy) by PROVIDER or its subcontractors. The PROVIDER will assist and be responsible for all costs to provide notification to persons whose information was breached without unreasonable delay but not later than sixty (60) days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; or 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State will retain all determining authority for breach accountability and responsibility. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless. The PROVIDER shall not issue a media notice without the approval of the State.
7		✓	Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a federally compliant (IRS Pub 1075 2.C.3) criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract,



PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data																						
			have no convictions, pending criminal charges, or civil suits related to any crimes of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the PROVIDER's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.																					
8		✓	Security Logs and Reports: The PROVIDER shall allow the State of Delaware access to system security logs that affect this engagement, its data, and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.																					
9		✓	Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.																					
10		✓	Contract Audit: The PROVIDER shall allow the State of Delaware to audit conformance including contract terms, system security, and data centers, as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least thirty (30) days advance written notice and shall not unreasonably interfere with the PROVIDER's business. In lieu of performing its own audit, the State may request the results of a third party audit from the PROVIDER or an attestation of compliance.																					
11		✓	<p>Cyber Liability Insurance: An awarded vendor unable to meet the Terms and Conditions Governing Cloud Services and Data Usage 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). 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. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Level</th> <th>Number of PII records</th> <th>Level of cyber liability insurance required (occurrence = data breach)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-10,000</td> <td>\$2,000,000 per occurrence</td> </tr> <tr> <td>2</td> <td>10,001 – 50,000</td> <td>\$3,000,000 per occurrence</td> </tr> <tr> <td>3</td> <td>50,001 – 100,000</td> <td>\$4,000,000 per occurrence</td> </tr> <tr> <td>4</td> <td>100,001 – 500,000</td> <td>\$15,000,000 per occurrence</td> </tr> <tr> <td>5</td> <td>500,001 – 1,000,000</td> <td>\$30,000,000 per occurrence</td> </tr> <tr> <td>6</td> <td>1,000,001 – 10,000,000</td> <td>\$100,000,000 per occurrence</td> </tr> </tbody> </table>	Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)	1	1-10,000	\$2,000,000 per occurrence	2	10,001 – 50,000	\$3,000,000 per occurrence	3	50,001 – 100,000	\$4,000,000 per occurrence	4	100,001 – 500,000	\$15,000,000 per occurrence	5	500,001 – 1,000,000	\$30,000,000 per occurrence	6	1,000,001 – 10,000,000	\$100,000,000 per occurrence
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PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

- FOR OFFICIAL **1-3 (Public Data)**
- USE ONLY **1-11 (Non-Public Data)**

Provider Name/Address (print): _____

Provider Authorizing Official Name (print): _____

Provider Authorizing Official Signature: _____

Date: _____



AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

Agreement Number: _____

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training is defined as "an apprenticeship program approved by and registered with any State apprenticeship agency or the United States Department of Labor."¹ A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at <https://labor.delaware.gov/divisions/employment-training/apprenticeship-and-training/>. Information pertaining to subcontractor craft training programs shall be provided by the contractor prior to contract execution. If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov.

In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

- A. project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Craft(s) _____

Vendor Name: _____

Vendor Address: _____

Vendor/subcontractor Program Registration Number: _____

On this line also indicate whether DE, Other State (identify) or US Registration Number
Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____
Title: _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

¹ Title 29, Chapter 69, Section 6902(7) of the Delaware Code.