

**REQUEST FOR PROPOSAL**  
**FOR**  
**TELECOMMUNICATIONS SERVICES**

**REQUESTED BY:**  
**UNIVERSITY OF DELAWARE**

**May 21, 1997**

**(REVISED)**

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**0.0 UNIVERSITY OF DELAWARE SEALED REQUEST FOR PROPOSAL FOR  
NETWORK SERVICES, RFP NO: SP4001-6**

The University of Delaware is requesting proposals to provide service for the immediate and long-term telecommunications needs of the University of Delaware.

A Pre-Bid Conference will be held on May 9, 1997. Information regarding a site for the Pre-Bid Conference will be supplied at a later date. The pre-bid is scheduled to begin at 10:00 am and end by 12:00 p.m.

Proposals will be received at the University of Delaware, Purchasing Office, Room 104, General Services Building, 222 South Chapel Street, Newark, Delaware 19716, no later than 2:00 p.m. on Monday, June 16, 1997 at which time they will be privately opened. Office hours are 8:00 am to 5:00 p.m. Monday through Friday, except for University Holidays. Proposals received after the due date and time will not be opened therefore, they will not be considered.

Proposals must be submitted in original form with three (3) additional copies, in a sealed envelope bearing on the outside the name of the proposing party, their address, the project name and the following notation.

Project Name: Telecommunications Services

RFP No.: SP4001-6 Due: Monday, June 16, 1997 At: 2:00 p.m.

Company Name and Address:

_____	Terms: _____
_____	Date: _____
_____	Delivery Date: _____
Signed: _____	Phone: _____
Print Name: _____	Fax No: _____
Ownership: <input type="checkbox"/> Small Business <input type="checkbox"/> Minority <input type="checkbox"/> Woman Owned <input type="checkbox"/> Other	

## **1.0 GENERAL INFORMATION**

- 1.0.1 The University of Delaware, a Delaware, public, state supported corporation, hereinafter referred to as the University is soliciting, by invitation only, proposals for Telecommunications Services.
- 1.0.2 This Request For Proposal(RFP) is designed to aid the vendor in responding to the immediate and long term requirements of the University and is intended to be a guide to what the University views as the minimum requirements for this project. We welcome responses that are equivalent, or better and encourage alternative suggestions and creative solutions for our project. These alternative proposals should appear separately and in the same format as information requested in the following sections.
- 1.0.3 This RFP is part of a competitive procurement process, which will serve the University's best interests and provide firms with a fair opportunity for their services to be considered. Vendors' proposals will be evaluated objectively based on compatibility with the University's goals and requirements. Responses will be considered comparatively within the following general categories: Pricing, Rates, Network Maintenance and Billing and Management. The intent of this process is to enter into competitive negotiation, with price not required to be the determining factor, although it may be.
- 1.0.4 A committee of University personnel will evaluate the proposals returned in response to this solicitation and will make recommendations to the administration of the University.
- 1.0.5 This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected and general contractual terms and requirements the University will include in any resulting contract(s).

## **1.1 BACKGROUND DISCUSSION**

- 1.1.1 The University enrolls approximately 14,500 undergraduate, 2,800 graduate, 3,200 non-degree students, and employs 3,400 faculty and staff. The Newark, Delaware campus covers approximately 988 acres of land, and contains over 290 building separated by walkways, landscaping, fields, city streets, railroad tracks and private properties. The University also maintains campus facilities in Wilmington, Dover, Georgetown, and Lewes for a total of 2,624 acres and 435 buildings.

## **1.2 PROCUREMENT GUIDELINES**

- 1.2.1 To insure that all vendors receive a fair and complete evaluation, the University requires that vendors do not deviate from the instructions regarding response requirements to this solicitation.

- 1.2.2 Vendors must pay careful attention to contact only the Issuing Officer. A vendor who contacts any other individual directly in person, in writing or by telephone regarding this solicitation from the time they indicate their intent to respond, without the expressed written approval of the issuing officer will be eliminated from all further consideration.

**Issuing Officer**

Ms. Tommie S. Goodgames  
Assistant Director, Purchasing  
University of Delaware  
Newark, DE 19716  
(T) 302/831-2165  
(F) 302/831-6772  
E-mail address: Tommie.Goodgames@MVS.UDEL.EDU

**1.3 PROCUREMENT SCHEDULE**

- 1.3.1 Following is the present schedule and order of events for submission of proposals in response to this solicitation. The University reserves the right to modify or change this schedule at any time during the proposal process and will notify respondents of any additions, alterations, or addenda as early as possible. All notifications of changes will be made in writing by the Issuing Officer to the primary contact indicated on the submitted intent to respond form.
- 1.3.2 Written notification of intent to respond is not required. Deadline for submission of sealed proposals: 2:00 p.m. EDT, Monday, June 16, 1997.
- 1.3.3 Finalists may be invited to make presentations to the review committee.
- 1.3.4 Enter into competitive negotiations with selected vendor(s).
- 1.3.5 Award the contract.

**1.4 PROPOSAL SUBMISSION GUIDELINES**

- 1.4.1 The vendor submission in response to this RFP must fully conform to both the format and content specified by the RFP. Vendor proposals which deviate from these instructions will be rejected. Ample latitude has been given within these guidelines for including additional relevant supporting material that will substantiate a vendor's service capabilities, product quality and support commitment.
- 1.4.2 The University will make reasonable effort to keep the information contained in this solicitation and in any response as confidential and requires that all recipients of the RFP treat it as such.
- 1.4.3 Proposals may be withdrawn up to the time of the proposal opening upon written request.

## **1.5 PROPOSAL DISCLAIMERS**

- 1.5.1 The University issues this solicitation with the understanding that it may or may not lead to the eventual procurement of products or services.
- 1.5.2 The University reserves the right to accept or reject all or parts of any proposal received and to waive any informality or technicality in any proposal received. Price alone may not be the determining factor in the selection process.
- 1.5.3 The University will not be responsible for any costs incurred by any vendor in the generation of submission of proposals, visits to the University, presentations given to University personnel or its designees, documentation provided to University personnel or its designees, production of marketing literature, or any other costs incurred while participating in this RFP process.
- 1.5.4 All proposals and accompanying documentation provided in response to this solicitation, or in support of a response to this solicitation, will become the property of the University.
- 1.5.5 The University will exercise reasonable efforts to limit circulation of vendor's proprietary materials to University personnel or their designees. Vendors must mark any submitted material which they regard as confidential with a proprietary material designation.
- 1.5.6 Due to the public nature of the institution, the University cannot guarantee that submitted materials will not be reviewed by outside parties. In any case, the University will not be responsible for the inadvertent or accidental release of such material to unauthorized parties.

## **1.6 PROPOSAL FORMAT AND CONTENT**

- 1.6.1 Include a summary or executive overview of the proposal.
- 1.6.2 Remain in effect for a period of no less than 90 days from proposal due date and time. Any exceptions to this request must be addressed by the vendor in their proposal.
- 1.6.3 Include pricing and any warranties/guarantees provided and state the terms and conditions of the warranties/guarantees that are being offered.
- 1.6.4 Include the vendor's latest financial statement and annual report.
- 1.6.5 Include a listing of names and license numbers of any and all subcontractors.
- 1.6.6 Include a listing of references, with special notice taken of jobs close to the complexity and magnitude of that covered by this proposal.

- 1.6.7 Vendor Affidavit: Each vendor is required to submit with their proposal an affidavit stating that neither they nor their agents, nor any other party for them, has paid or agreed to pay, directly, or indirectly, any person, firm or corporation any money or valuable consideration for assistance in securing this purchase and further agrees that no such money or regard will be hereafter paid.
- 1.6.8 Be submitted in original form, with three additional copies submitted as original and copy.
- 1.6.9 Be delivered to the University of Delaware, Purchasing Department, 222 South Chapel Street, Room 104, Newark, DE 19716, on or before 2:00 p.m. EDT, Monday, June 16, 1997. Proposals submitted after this date and time will not be considered.

## **1.7 EVALUATION CRITERIA**

- 1.7.1 The University reserves the right to give added consideration to special or unique features which may be included in a proposal. No consideration will be given to any proposal which is not as broad in every respect as that specified herein. The University also reserves the right to determine the relative weights to be accorded to the various factors considered in the selection process. Price/discounts/commissions alone will not be the determining factor in the selection process.
- 1.7.2 The University reserves the right to contact any vendor for clarification of information submitted, to contact current and past customers of the vendor referenced in the proposal, and to use other sources of obtaining information regarding the vendor, which may be deemed appropriate and would assist in the evaluation. In addition, the University reserves the right to negotiate any point in the proposal or the subsequent contract with the vendor.
- 1.7.3 In determining the successful vendor, the University will consider, but not be limited to, the following selection criteria:
- a. Completeness of proposal (address all questions by numbered paragraph).
  - b. Compliance with proposal format and content.
  - c. The overall quality of the program being offered.
  - d. The costs (commissions, fees, expenses, etc.).
  - e. The reputation of the vendor.
  - f. The ability of the vendor to provide the service requested.
  - g. The information received on reference checks.
  - h. The quality and satisfaction of any previous services performed.
  - i. The overall financial position of the vendor.
  - j. The number and scope of any conditions included in the vendor's proposal.
  - k. The accessibility of the vendor's staff to the University's staff.
  - l. The vendor's ability to execute the contract in a timely manner.
  - m. The programs compatibility with existing University equipment, if applicable.
  - n. Simplicity and flexibility of contract terms.
  - o. Any other relevant information submitted.



## **1.8 AWARD OF CONTRACT**

- 1.8.1 The University may award a contract based upon initial proposals received without further discussion of such proposals. Accordingly, each initial proposal should be submitted with the vendor's most favorable price and service capabilities.
- 1.8.2 The University will select the vendor(s), which it believes offers the proposal which is in the University's best interest.
- 1.8.3 The University will award this contract according to criteria shown above and reserves the right to award to a vendor that may not be highest in commissions offered and/or lowest in fees charged.

## **1.9 TERMS OF CONTRACT**

- 1.9.1 Any commitments for usage, revenue, or other must be clearly defined.
- 1.9.2 The vendor should provide a proposal for a 36 month term for all relevant services.
- 1.9.3 Any optional terms must be clearly specified.
- 1.9.4 Any penalties for early termination must be defined. Otherwise, none will be assumed.
- 1.9.5 No automatic renewal clauses will be accepted as part of a contract.
- 1.9.6 Any fees relative to service establishment, database development, or other requirements for effective network operation are to be waived or absorbed by the vendor.
- 1.9.7 All applicable fees which will not be waived must be itemized in the appropriate pricing section.
- 1.9.8 Sample contracts including any language expected to relate to the University must be provided in a labeled Appendix at the end of your proposal.
- 1.9.9 Any tariffs or other documents which are referenced by contract, must be provided in a labeled appendix at the end of your proposal. If the volume of documentation is restrictive, all pertinent (pricing) data must be supplied in the same manner.

## **2.0 SCOPE OF PROPOSAL**

- 2.0.1 The University is requesting proposals to provide service for the immediate and long-term telecommunications needs of the University. The University presently employs Bell-provided Centrex at the Newark campus. A variety of small systems and individual lines are installed at sites throughout the region.
- 2.0.2 All issues mentioned in the document must be addressed. Each issue in sections 3.0 through 10.0.6 must be addressed in your proposal by section number as listed in the specifications. Please respond to all questions and indicate your ability or inability to comply for all statements. If your organization elects to bid on a portion of the stated requirements, indicate 'no bid' or 'not applicable' for all other items that you will not be responding to.

### **3.0 PRICING**

3.0.1 An average year's usage is defined under the following general designations:

Faculty and Administration:  
Intrastate/IntraLATA  
Regional/Nearby LATAs/NPAs  
Domestic and International  
Calling Card  
Switched Access  
800 service

Student or other Commissionable Calling  
Outbound:  
Intrastate/IntraLATA  
Regional/Nearby LATAs/NPAs  
Domestic and International  
Switched Access  
Pay phone/0+

3.0.2 The vendor is required to calculate pricing for this traffic assuming proposed rates for a 36-month contract. Costs should be itemized and detailed in the provided columns in Appendix B.

3.0.3 Please note that traffic reflects actual usage assuming 6 second billing. If calls will be billed in full minute increments, please add one-half the number of calls (e.g. 30 seconds per call) to the number of minutes for pricing purposes. If another billing procedure is utilized, please define this and account for usage in a similar manner.

3.0.4 Pay phone and 0+ calling is defined according to currently available documentation. Clearly detail estimated University revenues, along with estimated costs to the user in comparison to existing charges. You may generalize here, but be sure to include exact rates in Appendix A. Note that calling is to be billed at MCI MTS (or your essentially equivalent) rates for all users. No excessive rates or charges are to be applied. The selected vendor must also agree to pass calls to another vendor (splash) if requested by the caller. (The University will not lock a caller into a preferred vendor only scenario). It is understood that no royalty would be issued on these calls. The vendor must also agree to supply labels or other suitable media for informational purposes.

### **3.1 OTHER PRICING OPTIONS**

3.1.1 List and provide costs or incentives for any network options which may be relevant for the University. Include direct termination/TSAA arrangements which you currently support or wish to propose. Define usage, costs, revenues, and access requirements.

- 3.1.2 Include pricing for an option for network route diversity (if multiple T1s are employed).
- 3.1.3 Indicate if you are able to block calls to undesirable numbers (e.g. 900, 976) and restrict calling to billable 800 numbers/networks. List costs.
- 3.1.4 Any expenses to implement (vendor or telephone company except system-related charges) are to be absorbed or waived by the vendor.
- 3.1.5 In addition, if a fluctuating tariff (e.g. rates are subject to change) platform is being utilized, you must agree to supply ongoing tariff information (changes in rates or service) for the entire period of the contract.
- 3.1.6 Award/Grant program - optional

The vendor may provide a description of previously proposed or planned services for use by the University or its students. The vendor is encouraged to cite any programs which have been or would be beneficial to the University community. Please note, however, that this is not a requirement for vendor consideration.

## **4.0 RATES**

- 4.0.1 The proposed rate structure should be defined for all categories including (but not necessarily limited to) those suggested in Appendix A. If calling card usage is billed at rates which differ from outbound usage, please provide a separate matrix for these rates. If any other categories or line items need to be added for accuracy or clarification, please include these.
- a. Under 'Access' provide a description of your proposed access arrangements for all services for which you are providing a bid. Be sure to indicate quantity (and type where appropriate).
  - b. Usage presumes the following time of day parameters: Day, 8-5 Monday through Friday; Evening, 5-11 Monday through Thursday; and Night/Weekend, all other times. Indicate compliance or cite alternative parameters.
- 4.0.2 State discounts to be applied by service (e.g. dedicated outbound, 800 service, access, private lines). Indicate whether these discounts have been included in the per minute rates in Appendix A.
- 4.0.3 Specify any one-time bonuses or credits being proposed. Be sure to define amounts and time frames (or other terms) associated with their application. If these vary by contract length or other parameters, provide an easy-to-read chart.
- 4.0.4 Specify any other costs relative to network utilization or features including vendor recommended options.
- 4.0.5 The University will require a rate stabilization (preferably a ceiling) plan for all services selected for the duration of the contract.
- 4.0.6 If the proposed network is a standard, tariffed offering, the impact of rate changes should be discussed in terms of achieving rate stabilization.
- 4.0.7 State your commission rate(s) for a 36-month term for each of the following:
- a. On-campus Student 'dial 1'
  - b. Off-campus Student 'dial 1'
  - c. Pay phones
  - d. 0+
- 4.0.8 State any optional commission rate(s) for alternate terms:
- a. On-campus Student 'dial 1'
  - b. Off-campus Student 'dial 1'
  - c. Pay phones
  - d. 0+

## **5.0 IMPLEMENTATION**

- 5.0.1 The University will require completion of the implementation phase within 45 days of the signing of the contract.
- 5.0.2 All expenses to effect implementation, if any, are to be paid by the successful bidder. These expenditures may include, but are not limited to, circuit installations, service establishment, database preparation, and local exchange carrier (PIC code conversion) charges.
- 5.0.3 The vendor must arrange implementation according to the University's requirements. Any downtime for installation tasks will be scheduled at the University's convenience.
- 5.0.4 The vendor must agree to 'change back' to the previous network arrangement in the event that 'downtime' exceeds a period of time. Downtime will be defined as the inability to place and receive 100% of call attempts, unless another mutually agreed definition is determined. All costs will be absorbed by the vendor if at fault for excessive downtime.
- 5.0.5 The vendor will be required to submit biweekly implementation status reports to the University.
- 5.0.6 List separately all implementation responsibilities belonging to the University and the vendor.
- 5.0.7 Please provide a time line for installation after receipt of a signed contract.

## **6.0 NETWORK MAINTENANCE**

- 6.0.1 After implementation, the vendor must provide scheduled ongoing network status reviews regarding utilization, proper equal access assignment, correct discount application, new programs, etc. The University will request meetings for status reviews as needed.
- 6.0.2 The vendor must agree to a penalty program designed to reimburse the University for expense increases due to vendor network failure (access, dedicated circuits or other) or ineffectual implementation or maintenance (equal access assignments, undetected circuit outage). Differentials must be calculated by the vendor comparing contract deliverable rates with actual incurred rates. This penalty program will apply to all services at initiation of the contract and subsequent services added during the term of the contract.
- 6.0.3 The selected vendor must provide proactive 7x24 monitoring of access circuits (availability of channels) and dedicated lines (integrity of bandwidth and transmission quality). These services and any future monitoring enhancements should be provided at no cost to the University.
- 6.0.4 There must be a single 800 number to call to report service failure or impairment. This number must be manned in a 7x24 environment.
- 6.0.5 The vendor must provide 7x24 network monitoring for outages or other failures on the vendor network.
- 6.0.6 The successful bidder will be required to coordinate with all appropriate vendors to troubleshoot the repair order.
- 6.0.7 New network service installation occurring during the term of the contract will require advance notification and an outline, including time frames of the installation schedule.
- 6.0.8 List your POPs (Point of Presence) in the Delaware Valley region.
- 6.0.9 How many separate 'pathways' do you support to and from the POP which will be used to support our location?
  - a. Can you provide route diversity for the University?
  - b. State any additional costs compared with those cited for access in Appendix A.
- 6.0.10 Cite the switching equipment you currently use.
- 6.0.11 What is your average call setup time for each service proposed?
- 6.0.12 What is your guaranteed call setup time for each service proposed?
- 6.0.13 Provide a complete diagram/map illustrating your company-owned and operated network

facilities by type (e.g. fiber, microwave, etc.).

- 6.0.14 What percentage of your customers' Northern Delaware-originated calls are carried singularly on your company-owned network?
- 6.0.15 State what type of automatic recovery and/or redundancy features you have in place.
- 6.0.16 List the companies whose networks are used by your organization in carrying customer calls in either an a) ongoing or b) emergency/disaster recovery environment.
- 6.0.17 State the quantity and locations of network outages by year for the last three (3) years for which data is available. Include the number of customer lines affected by event, time to reroute, and time to repair (duration of event). Any additional information regarding outages, MTBF (Mean Time Between Failure), or other pertinent issues should be provided here.
- 6.0.18 Provide your 800 number and list the procedures for the University to follow in order to report service impairment and outages.
- 6.0.19 Describe your repair order process. Include any guaranteed time to repair and how often we will receive status updates on a repair order. If this is dependent upon priority, list each separately and explain how you define each category.
- 6.0.20 List the escalation procedures which are automatically activated. Include the time frames for involvement at each organizational level and cite the name and/or title of the responsible individual at each level.
- 6.0.21 Provide a detailed step-by-step description of the procedures University personnel will be required to follow when placing credit card calls.

## **6.1 NETWORK ABUSE AND FRAUD**

- 6.1.1 The network overall will necessitate continuous monitoring of outbound, calling card, and 800 traffic in order to detect abuse or fraud.
- 6.1.2 The vendor must provide a program (insurance) to limit liability for fraudulent calling if liability is not assumed by the vendor. Cite options and any relevant charges.
- 6.1.3 Do you monitor for 'exceptional events' or thresholds based on:
  - a. Excessive call duration?
  - b. Excessive call volumes?
  - c. Unusual international or mileage-based patterns?
  - d. List any other parameters used.
- 6.1.4 How will you contact the University to inform us of possible fraud?



## **7.0 BILLING AND MANAGEMENT**

### **7.1 INVOICING**

- 7.1.1 The University will require customized invoicing including addressing to an individual name and department. All billing should be supplied via CD ROM.
- 7.1.2 The University will determine appropriate billing processes for each service during the implementation phase and may wish to activate adjustments during the term of the contract.
- 7.1.3 The University prefers to use a calendar month for all billing with a 1st of the month billing date. Statements are to be received by the 15th of the following month.
- 7.1.4 The University's standard payment terms are net 30 days. Alternative payment terms may be submitted for consideration.
- 7.1.5 The University requires billing of calls to be in 6 second increments.
- 7.1.6 Describe your invoicing procedures, format, etc. in detail.
- 7.1.7 List the mediums on which you can provide billing and cite applicable charges, if any.

### **7.2 CALL DETAIL MANAGEMENT AND REPORTING**

- 7.2.1 Access circuits should be summarized by location indicating numbers of facilities as well as monthly and one-time charges.
- 7.2.2 Dedicated lines should be summarized by location indicating circuit id's, numbers of facilities, as well as monthly and one-time charges.
- 7.2.3 In order to facilitate network and cost management, the vendor must also offer at least 3 levels of hierarchically arranged traffic and cost summaries. Outbound usage for each location must be summarized by geographical destination, day of the month, and time of day and must show calls, minutes and charges.
- 7.2.4 800 usage for each location must be summarized by geographical origination, day of the month and time of the day and must show calls, minutes and charges.
- 7.2.5 You must supply hardware-based answer supervision for all calling at no additional charge. Service must be compatible with the existing Centrex environment.
- 7.2.6 List your Standard Management reports which may be used to provide the University with the capability to effectively supervise network operation. Provide samples of each standard report under a labeled appendix at the end of your proposal.

- 7.2.7 Indicate the manner in which call records may be formatted in ASCII or other code or could be imported to Lotus, Excel or other standard programs.
- 7.2.8 Explain how we would set thresholds for any exception reports.
- 7.2.9 If the vendor provides expanded reporting capabilities or customizable reports via a Graphical User Interface or other user friendly product, please fully describe this in a referenced and labeled appendix at the end of your proposal. Include charges, if any apply.
- 7.2.10 If the vendor offers on-line configuration management, state all options and expenses.
- a. Indicate if the service is accessible real-time.
  - b. Explain customer access arrangements.
  - c. Cite customer hardware requirements.
  - d. Define all possible variables which can be managed by the University.
  - e. Can we view and modify: 1) calling privileges 2) account codes 3) authorization codes 4) 800 routing 5) network routing and 6) circuit utilization?
  - f. Can we view usage based on: 1) location 2) calling card 3) 800 service 4) destination 5) threshold/exception parameters?

## **8.0 STUDENT BILLING**

- 8.0.1 Indicate if your organization offers student billing services. If you intend to utilize an associated organization or other third-party arrangement, name that firm here and include an annual report, at least three appropriate references, and a contact name and number for that firm in a labeled appendix at the end of your proposal.
- 8.0.2 It will be the responsibility of the vendor to guarantee that any dial-string or authorization codes needed are compatible with the existing Centrex.

## **8.1 STUDENT CALL PROCESSING/RATING**

- 8.1.1 Cite your rates in the appropriate space in Appendix A.
- 8.1.2 Cite any relevant billing options which you suggest that the University consider.

## **8.2 STUDENT FEES/COMMISSION**

- 8.2.1 Detail any and all fees or commissions payable by the University to the vendor for the services defined here for student billing.
- 8.2.2 Detail any optional fee and/or commission plans and define how these would be applied.
- 8.2.3 Detail any commission payable to the University relative to student billing services described here.
- 8.2.4 Provide a sample commission statement.
- 8.2.5 Are commissions based on total (gross) billed revenues?
- 8.2.6 If not, what is excluded?

## **9.0 CARD SYSTEMS**

### **9.1 CALLING CARDS**

- 9.1.1 Calling card usage may be carried by the vendor at the discretion of the University. Can you provide this capability in general?
- 9.1.2 Can you support the following three requirements (stipulating charges, if any)?
  - a. Customization of cards including logos or other similar graphics?
  - b. Distribution of cards departmentally and/or individually?
  - c. Effective creation and maintenance of the appropriate databases?
- 9.1.3 Specify the duration from order placement to receipt of cards.
- 9.1.4 Deactivation of calling cards may be initiated by authorized University personnel. How long is required to deactivate a card?
- 9.1.5 Can you place credit limits on cards?
- 9.1.6 Can you assign calling range privileges on cards? If so, what are the parameters?
- 9.1.7 Can you restrict calling to individual countries or area codes?

### **9.2 DEBIT CARDS**

- 9.2.1 Can you supply debit cards as well?
- 9.2.2 Can they be customized?
- 9.2.3 What limits can be defined for debit cards?
- 9.2.4 State what rates will apply to debit card calling.

### **9.3 CARD ABUSE AND FRAUD**

- 9.3.1 The University assumes no responsibility or liability for fraudulent calling card use. If your organization is unable to agree with this term you must state your objection and policies regarding this issue.
- 9.3.2 Do you monitor for simultaneous code use?
- 9.3.3 Can you automatically deactivate cards?
- 9.3.4 List procedures that are followed to deactivate.
- 9.3.5 List procedures to reactivate.

## **10.0 ACCOUNT REPRESENTATION**

- 10.0.1 The University will require a responsive and experienced account team to support installed services and facilities.
- 10.0.2 The account should be supported hierarchically to provide a single capable representative to act as a point of contact to handle all calls and requests from University employees. This individual must be familiar enough with vendor personnel and operations in order to efficiently support account needs in a variety of areas and applications.
- 10.0.3 The University will give input regarding internal account team performance as needed. The University will reserve the right to have a account representative removed from the account. This right will not be unreasonably exercised. Changes to the account team during the term of the contract must be reviewed with the University prior to conversion.
- 10.0.4 Resumes for each assigned account representative must be supplied. Resumes should state positions held within your organization as well as telecommunications-related positions maintained elsewhere. Former (and current) responsibilities must be included. Each account team member must also be available for discussions with the University. Three references specific to the account representatives (team) named should be included with the resumes. References should be similar to the University in size, scope, and applications utilization. College or University references would be most appropriate.
- 10.0.5 Provide an organizational chart relevant to our account indicating departmental names, personnel names and positions held up to and including the regional management level. Include name, phone number and email addresses of each individual.
- 10.0.6 Identify and provide the telephone number and email address for the person in your organization to be contacted in the event of unacceptable representation.

## APPENDIX A1

### RATES

	<u>Day:</u>		<u>Evening:</u>		<u>Night/Weekend:</u>	
	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>
<u>Outbound Intrastate:</u>						
0-55 Miles						
Over 55 Miles						
<u>Delaware Valley (215/610) LATA</u>						
0-55 Miles						
Over 55 Miles						
<u>Regional:</u>						
410 Toll						
609 Toll						
<u>Outbound Interstate:</u>						
0-55 Miles						
55-292 Miles						
292-430 Miles						
430-925 Miles						
925-1,911 Miles						
1,911-4,250 Miles						
Calling Card Intrastate Surcharge						
Calling Card Interstate Surcharge						
Calling Card International Surcharge						

## APPENDIX A2

### RATES

	<u>Day:</u>		<u>Evening:</u>		<u>Night/Weekend:</u>	
	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>
<b><u>Outbound International:</u></b>						
Canada						
Mexico						
Carribean Islands						
Algeria						
American Samoa						
Argentina						
Aruba						
Australia						
Austria						
Bahrain						
Bangladesh						
Belgium						
Belize						
Bolivia						
Brazil						
Chile						
China						
Colombia						
Costa Rica						
Czechoslovakia						
Denmark						
Ecuador						
Egypt						
El Salvador						
Ethiopia						
Fiji Islands						
France						
French Antilles						
Gambia						
Germany						

## APPENDIX A3

### RATES

	Day: Dedicated Originating Access	Switched Originating Access	Evening: Dedicated Originating Access	Switched Originating Access	Night/Weekend: Dedicated Originating Access	Switched Originating Access
<u>Outbound International:</u>						
Ghana						
Greece						
Greenland						
Guam						
Guatemala						
Guinea						
Guyana						
Haiti						
Honduras						
Hong Kong						
Hungary						
Iceland						
India						
Indonesia						
Iran						
Ireland						
Israel						
Italy						
Ivory Coast						
Japan						
Jordan						
Kenya						
Khmer Republic						
Korea						
Kuwait						
Lichtenstein						
Malaysia						
Morocco						
Namibia						



## APPENDIX A4

### RATES

	Day: Dedicated Originating Access	Switched Originating Access	Evening: Dedicated Originating Access	Switched Originating Access	Night/Weekend: Dedicated Originating Access	Switched Originating Access
<u>Outbound International:</u>						
Nepal						
Netherlands						
Netherlands Antilles						
New Zealand						
Nicaragua						
Niger Republic						
Nigeria						
Norway						
Oman						
Pakistan						
Panama						
Papua New Guinea						
Paraguay						
Peru						
Phillipines						
Poland						
Qatar						
Romania						
Russia						
Sao Tome						
Saudi Arabia						
Senegal						
Singapore						
Solomon Islands						
South Africa						
Spain						
Sri Lanka						
Sweden						
Switzerland						

## APPENDIX A5

### RATES

	Day: Dedicated Originating Access	Switched Originating Access	Evening: Dedicated Originating Access	Switched Originating Access	Night/Weekend: Dedicated Originating Access	Switched Originating Access
<u>Outbound International:</u>						
Syria						
Taiwan						
Tanzania						
Thailand						
Togo						
Turkey						
United Arab Emirates						
United Kingdom						
Uruguay						
Venezuela						
Vietnam						
Western Somoa						
Yemen						
Yugoslavia						
Zimbabwe						

## APPENDIX A6

### RATES

	<u>Day:</u>		<u>Evening:</u>		<u>Night/Weekend:</u>	
	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>	<u>Dedicated Originating Access</u>	<u>Switched Originating Access</u>
<b><u>800 Service</u></b>						
Inbound Intrastate						
<b><u>Inbound Interstate:</u></b>						
0-55 Miles						
55-292 Miles						
292-430 Miles						
430-925 Miles						
925-1,911 Miles						
1,911-4,250 Miles						
<b><u>Monthly Service Fees:</u></b>						
Dedicated 800 Number						
Switched 800 Number						
<b>Access</b>						
T1 (specify quantity)						
Other (specify type & quantity)						
<b><u>Payphone/0+ (rates charged to users)</u></b>						
Outbound Intrastate						
<b>Outbound Interstate:</b>						
0-55 Miles						
55-292 Miles						
292-430 Miles						
430-925 Miles						
925-1,911 Miles						
1,911-4,250 Miles						
<b>Operator Assisted Surcharge</b>						
<b>Other Surcharge (please specify)</b>						

## Appendix B1

### USAGE FOR PRICING: ANNUAL

#### 5.1 Faculty & Administration Calling

	Day:		Evening:		Nite/Weekend:		Vendor
	Calls	Minutes	Calls	Minutes	Calls	Minutes	Pricing
5.1.a							
<u>Intrastate/IntraLATA (302) Toll</u>							
0-55 miles	58,804	174,648	14,701	43,662	X	X	_____
Over 55 miles	33,319	98,957	8,330	24,739	X	X	_____
5.1.b							
<u>Delaware Valley LATA (215/610)</u>							
0-55 miles	132,656	393,989	33,164	98,497	X	X	_____
Over 55 miles	5,527	16,416	1,382	4,104	X	X	_____
5.1.c							
<u>Regional LATA LD</u>							
410	123,204	320,474	19,281	50,153	11,033	28,698	_____
609	49,467	123,750	10,087	25,234	3,267	8,173	_____
5.1.d							
<u>Domestic</u>							
<u>Dedicated Access</u>							
Intrastate (55-292 miles)	6,278	32,491	3,587	18,568	3,362	17,401	_____
Interstate (55-292 miles)	242,324	775,195	53,041	169,677	19,968	63,877	_____
292-430 miles	53,185	180,849	8,522	28,977	4,354	14,804	_____
430-925 miles	55,039	214,160	8,833	34,369	4,429	17,234	_____
925-1910 miles	78,894	276,116	10,289	36,008	9,367	32,783	_____
1910-3000 miles	35,816	125,273	7,546	26,393	3,868	13,528	_____
3000-5000 miles	_____	_____	_____	_____	_____	_____	_____
Domestic Dir. Assistance	_____	_____	_____	_____	_____	_____	_____
Total (5.1.a-5.1.d)	874,513	2,732,318	178,762	560,381	59,647	196,498	_____

## Appendix B2

### USAGE FOR PRICING: ANNUAL

5.1.e

Faculty & Administrative International Calling

	Standard:		Discount:		Economy:		Vendor
	Calls	Minutes	Calls	Minutes	Calls	Minutes	Pricing
Argentina	94	338	25	90	6	22	
Australia	704	2,536	188	676	47	168	
Austria	470	1,691	125	451	31	112	
Belgium	141	507	38	135	9	34	
Bolivia	188	676	50	180	12	45	
Brazil	1,174	4,226	313	1,127	78	281	
Bulgaria	305	1,099	81	293	20	73	
Czechoslovakia	235	845	63	225	16	56	
China	141	507	38	135	9	34	
Colombia	164	592	44	158	11	39	
Costa Rica	399	1,437	106	383	27	95	
Denmark	305	1,099	81	293	20	73	
Ecuador	423	1,522	113	406	28	101	
Egypt	282	1,014	75	270	19	67	
Finland	188	676	50	180	12	45	
France	1,996	7,185	532	1,916	133	477	
Germany	1,174	4,226	313	1,127	78	281	
Ghana	70	254	19	68	5	17	
Greece	517	1,860	138	496	34	124	
Guyana	211	761	56	203	14	51	
Hong Kong	634	2,282	169	608	42	152	
Hungary	728	2,620	194	699	48	174	
India	798	2,874	213	766	53	191	
Iran	176	634	47	169	12	42	
Ireland	376	1,352	100	361	25	90	
Israel	446	1,606	119	428	30	107	
Italy	1,761	6,340	470	1,690	117	421	
Japan	822	2,958	219	789	55	197	
Korea	1,409	5,072	376	1,352	94	337	
Malaysia	493	1,775	131	473	33	118	
Netherland	822	2,958	219	789	55	197	
Nigeria	47	169	13	45	3	11	
Panama	235	845	63	225	16	56	
Poland	258	930	69	248	17	62	
Russia	70	254	19	68	5	17	
Saudi Arabia	47	169	13	45	3	11	
Singapore	188	676	50	180	12	45	
South Africa	282	1,014	75	270	19	67	
Spain	704	2,536	188	676	47	168	
Sweden	352	1,268	94	338	23	84	
Switzerland	59	211	16	56	4	14	
Thailand	117	423	31	113	8	28	
Tunisia	59	211	16	56	4	14	
Turkey	352	1,268	94	338	23	84	
United Kingdom	2,113	7,608	563	2,028	140	505	
Taiwan	951	3,423	254	913	63	227	
Total	23,480	84,528	6,260	22,536	1,560	5,616	

## Appendix B3

### USAGE FOR PRICING: ANNUAL

	Day:		Evening:		Nite/Weekend:		Vendor
	Calls	Minutes	Calls	Minutes	Calls	Minutes	Pricing
5.1.f							
<u>Switched Access</u>							
Intrastate	973	3,552	556	2,030	521	1,902	
Interstate: 0-292 miles	23,220	84,754	5,083	18,551	1,913	6,984	
292-430 miles	5,417	19,773	868	3,168	443	1,619	
430-925 miles	6,415	23,415	1,029	3,758	516	1,884	
925-1,911 miles	8,271	30,188	1,079	3,937	982	3,584	
1,911-4,250 miles	3,752	13,696	791	2,886	405	1,479	
Total	48,049	175,378	9,405	34,329	4,781	17,452	
5.1.g							
<u>Calling Card Access (*)</u> :							
Intrastate: Delaware	4,751	26,938	1,467	8,319	769	4,358	
Intrastate: Pennsylvania	1,018	5,772	314	1,783	165	934	
Intrastate: Maryland	1,244	7,055	384	2,179	201	1,141	
Intrastate: New Jersey	792	4,490	245	1,387	128	726	
Interstate 0-100 miles	1,584	8,979	489	2,773	256	1,453	
Interstate 100-292 miles	1,357	7,697	419	2,377	220	1,245	
Interstate Over 292 miles	566	3,207	175	990	91	519	
Total	11,312	64,138	3,493	19,807	1,830	10,375	
(*) Be certain to include surcharges, if any.							
5.1.h							
<u>800 Service (switched)</u>							
800/888 Numbers - 5							
Intrastate	6,880	23,540	2,646	9,054	1,058	3,622	
Interstate:							
0-55 miles	1,123	5,616	432	2,160	173	864	
55-292 miles	861	4,306	331	1,656	132	662	
292-430 miles	674	3,370	259	1,296	104	518	
430-925 miles	412	2,059	158	792	63	317	
925-1,911 miles	300	1,498	115	576	46	230	
1,911-3,000 miles	262	1,310	101	504	40	202	
Canada	112	562	43	216	17	86	
Total	10,624	42,260	4,086	16,254	1,634	6,502	

## Appendix B4

### USAGE FOR PRICING: ANNUAL

#### Student Calling

	Day:		Evening:		Nite/Weekend:		Vendor
	Calls	Minutes	Calls	Minutes	Calls	Minutes	Pricing
5.1.i							
<u>Intrastate/IntraLATA (302) Toll</u>							
All	23,254	121,987	71,208	373,542	36,918	193,663	_____
5.1.j							
<u>Delaware Valley Lata (215/610)</u>							
All	38,901	240,587	119,322	737,957	61,950	383,136	_____
5.1.k							
<u>Regional LATA LD</u>							
410	17,523	101,817	56,843	330,281	27,818	161,635	_____
609	22,303	132,735	65,154	387,758	33,864	201,535	_____
5.1.l							
<u>Domestic</u>							
<u>Dedicated Access</u>							
Intrastate	_____	_____	_____	_____	_____	_____	_____
Interstate (55-292 miles)	93,796	691,941	319,117	2,354,154	194,013	1,431,252	_____
292-430 miles	6,197	53,052	25,123	215,063	22,119	189,343	_____
430-925 miles	3,067	26,828	13,505	118,122	11,401	99,718	_____
925-1910 miles	7,666	54,091	27,532	194,265	23,203	163,717	_____
1910-3000 miles	2,073	15,282	5,945	43,828	7,323	53,982	_____
3000-5000 miles	_____	_____	_____	_____	_____	_____	_____
Domestic Dir. Assistance	_____	_____	_____	_____	_____	_____	_____
Total (5.1.i-5.1.l)	214,782	1,438,321	703,750	4,754,970	418,608	2,877,981	_____
Commission rate (on-campus)							_____
Calculated commission							_____
5.1.m							
<u>Switched Access -off campus (*)</u>							
Intrastate	5,814	30,497	17,802	93,386	9,229	48,416	_____
Interstate:							
0-55 miles	19,682	118,785	60,330	363,999	30,908	186,577	_____
56-292 miles	23,449	172,985	79,779	588,538	48,503	357,813	_____
292-430 miles	1,549	13,263	6,281	53,766	5,530	47,336	_____
430-925 miles	767	6,707	3,376	29,531	2,850	24,929	_____
925-1,911 miles	1,917	13,523	6,883	48,566	5,801	40,929	_____
1,911-4,250 miles	518	3,821	1,486	10,957	1,831	13,495	_____
Total	53,695	359,580	175,937	1,188,742	104,652	719,495	_____
Commission rate (off campus)							_____
Calculated commission							_____

Stipulate access charges and configuration in the appropriate section.

## Appendix B5

### USAGE FOR PRICING: ANNUAL

5.1.n

Student International Calling

	Standard:		Discount:		Economy:		Vendor
	Calls	Minutes	Calls	Minutes	Calls	Minutes	Pricing
Argentina	37	298	20	162	10	81	
Australia	279	2,231	152	1,216	76	609	
Austria	186	1,488	101	811	51	406	
Belgium	56	446	30	243	15	122	
Bolivia	74	595	41	324	20	162	
Brazil	465	3,719	253	2,027	127	1,015	
Bulgaria	121	967	66	527	33	264	
Czechoslovakia	93	744	51	405	25	203	
China	56	446	30	243	15	122	
Colombia	65	521	35	284	18	142	
Costa Rica	158	1,264	86	689	43	345	
Denmark	121	967	66	527	33	264	
Ecuador	167	1,339	91	730	46	365	
Egypt	112	893	61	486	30	244	
Finland	74	595	41	324	20	162	
France	790	6,322	431	3,446	216	1,726	
Germany	465	3,719	253	2,027	127	1,015	
Ghana	28	223	15	122	8	61	
Greece	205	1,636	111	892	56	447	
Guyana	84	669	46	365	23	183	
Hong Kong	251	2,008	137	1,094	69	548	
Hungary	288	2,306	157	1,257	79	629	
India	316	2,529	172	1,378	86	690	
Iran	70	558	38	304	19	152	
Ireland	149	1,190	81	649	41	325	
Israel	177	1,413	96	770	48	386	
Italy	697	5,578	380	3,040	190	1,523	
Japan	325	2,603	177	1,419	89	711	
Korea	558	4,463	304	2,432	152	1,218	
Malaysia	195	1,562	106	851	53	426	
Netherland	325	2,603	177	1,419	89	711	
Nigeria	19	149	10	81	5	41	
Panama	93	744	51	405	25	203	
Poland	102	818	56	446	28	223	
Russia	28	223	15	122	8	61	
Saudi Arabia	19	149	10	81	5	41	
Singapore	74	595	41	324	20	162	
South Africa	112	893	61	486	30	244	
Spain	279	2,231	152	1,216	76	609	
Sweden	139	1,116	76	608	38	305	
Switzerland	23	186	13	101	6	51	
Thailand	46	372	25	203	13	102	
Tunisia	23	186	13	101	6	51	
Turkey	139	1,116	76	608	38	305	
United Kingdom	837	6,694	456	3,648	228	1,827	
Taiwan	377	3,012	205	1,642	103	822	
Total	9,297	74,376	5,067	40,536	2,538	20,304	
Commission rate (payphones)							
Calculated commission							



Appendix B6

USAGE FOR PRICING: ANNUAL

5.1.o	Total	Curr. MTS
<u>0+ (Includes Administrative traffic as well)</u>	<u>Calls</u>	<u>Revenue</u>
IntraLATA (non-commissionable presently)	N/A	N/A
InterLATA	44,370	\$140,056
Commission rate (payphones)		
Calculated commission		
5.1.p		
<u>Payphones</u>		
Number of phones: Approximately 45		
% of usage minutes placed collect: NA		
% of usage minutes placed via calling card: NA		
IntraLATA	N/A	N/A
InterLATA	8,394	\$22,519
Commission rate (payphones)		
Calculated commission		

## APPENDIX C

(DELETED)

## APPENDIX D

### SUBCONTRACTOR'S LIST

RFP No: SP4001-6

Due: June 16, 1997 at 2:00 PM

The following is the list of subcontractors the Bidder intends to use, including the bidder's own firm, in performing the Contract for which the attached proposal is submitted.

The University of Delaware reserves the right to reject any subcontractor listed.

Where the Bidder intends to perform the work with his own forces, his name is listed as subcontractor.

<u>Subcontractor</u>	<u>Subcontractor Name and Address</u>	<u>State of Delaware License Number</u>

NOTE: Contractor shall show below the electrical inspection agency to be used, if required for this contract.

Electrical Inspection Agency \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX E1**

### **Contractor's Liability Insurance**

#### **1. Contractor's Liability Insurance and Indemnification**

- 1.1 The Contractor shall not commence work under this contract until Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved.
- 1.2 All insurance policies shall be issued by companies authorized to conduct such business under the laws of the State of Delaware and be acceptable to the Owner.
- 1.3 The status of the Contractor in the work to be performed by it under the Contract shall be that of an independent Contractor. As such, Contractor shall properly safeguard against any and all damage, loss or injury, to persons or property that may arise, or be incurred in or during the conduct or progress of said work without regard to whether or not the Contractor, its Subcontractors, agents, or employees have been negligent.
- 1.4 The Contractor shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the work; negligence or failure of its employees and Subcontractors to comply with the Contract Documents; arising from action of the elements or from any unforeseen or unusual difficulty. The Contractor shall indemnify and save harmless the Owner, and all of its officers, agents and employees; and the Architect and/or Engineer, as named on the plans and specifications, and its partners, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the Contractor, its Subcontractors and/or their respective duly authorized servants and/or employees. The Contractor agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. If required by the Owner, the Contractor shall produce evidence of settlement by any such action before payment will be made by Owner.

#### **2. Compensation Insurance**

- 2.1 The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by the State of Delaware for all of its employees to be engaged in such work at the site of the project under this Contract and in case of any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under Workmen's Compensation

## APPENDIX E2

Statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees are not otherwise protected. The insurance referred to in this paragraph contain provisions waiving underwriters' rights of subrogation against the Owner

### 3. Contractors Commercial General Liability Insurance and Automobile Liability Insurance

- 3.1 The Contractor's Commercial General Liability (CGL) shall be in an amount acceptable to the Owner but not less than \$5,000,000 Combined Single Limit per occurrence and \$5,000,000 annual aggregate per project (ISO endorsement CL 344-11/85). The Owner must be named as an additional named insured.

The coverage must include

- Commercial
- Premises/Operations
- Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists).
- Products/Completed
- Contractual Liability Insurance
- Independent Contractors (if any part of the Work is to be subcontracted)
- Broad Form Property Damage
- Personal Injury
- Cross-Liability Coverage

- 3.2 Contractor shall maintain products/completed operations coverage with a combined single limit no less than \$5,000,000 per occurrence of bodily injury/property damage for a period of at least thirty-six (36) months following final acceptance of Contractor's work by Owner.

- 3.3 The Contractor's Commercial automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection therewith, with a combined single limit for bodily injury and property damage no less than \$1,000,000 per occurrence, with the Owner named as additional insured.

- 3.4 The insurance required herein and approval of Contractor's insurance by Owner shall not relieve or decrease the liability of the Contractor hereunder.

### 4. Subcontractor's Commercial General Liability Insurance and Vehicle Liability Insurance

The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Sub-Paragraph 3 hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph 3 hereof.

## APPENDIX E3

### 5. Scope of Insurance and Special Hazards

The insurance required under Sub-Paragraph 3 and 4 hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract.

### 6. Proof of Carriage of Insurance

6.1 The Contractor shall furnish the Owner with a certificate of insurance with, where appropriate, permission of the Owner to occupy, showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. The certificate must indicate that the Owner is included as an additional named insured. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ninety (90) days written notice has been received by the Owner." All Certificates of Insurance and duplicate policies shall contain the following clauses:

6.1.1 "Contractor shall have no right of recovery or subrogation against the University of Delaware (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policy so effected shall protect both parties in the primary coverage for any and all losses covered by the above-described insurance."

6.1.2 "The clause 'Other Insurance Provision' in the policy or policies shall have no recourse against the University of Delaware for payment of any premiums or for assessments under any form of policy."

6.1.3 "The insurance companies issuing the policy or policies shall have no recourse against the University of Delaware for payment of any premiums or for assessments under any form of policy."

6.1.4 "Any and all deductibles in the above-described insurance policies shall be assumed by and before the account of and at the sole risk of the Contractor."

6.2 Contractor shall provide copies of any or all required insurance policies on request of Owner.

### 7. Renewal Requirements

If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the Owner, Owner may pay the renewal premium and withhold such payment from any monies due the Contractor.

## **APPENDIX E4**

### **8. Claims**

In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.

## APPENDIX F1

### **TERMS AND CONDITIONS**

A. Standard of Performance:

Contractor agrees to perform the services specified under this Agreement with that standard of care, skill and diligence normally provided by a professional organization in the performance of such services.

B. Supervision:

Contractor shall provide, at all times, adequate and expert supervision for its employees.

C. Personnel:

- (1) Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the services specified under this Agreement shall do so in a proper, workmanlike and dignified manner.
- (2) Contractor shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements. Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law, Appendix H.
- (3) Contractor shall be committed to protecting the rights and dignity of all University students and employees as well as Contractor's own personnel and shall comply with all provisions of the University's Policy Against Sexual Harassment, Appendix G.
- (4) The University may, at any time, require the removal and replacement of any of Contractor's employees for good cause.
- (5) Contractor shall provide sufficient backup in times of staff shortages.
- (6) Every employee and agent of Contractor assigned to duty on the University's premises shall have prominently displayed on his or her person at all times while he or she is on duty an identification badge provided by Contractor and prepared to the University's specifications. Contractor shall require employees who cease for any reason to be assigned to duty on the University's premises to surrender said identification badges.
- (7) Contractor shall inform the University of the telephone number of Contractor's Project Manager.

D. Changes:

This Agreement shall not be modified, altered or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this Agreement.

E. Independent Contractor:

All of Contractor's employees furnishing services to the University shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. Contractor shall



## APPENDIX F2

perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties shall be binding on the University.

F. Force Majeure:

Contractor shall notify the University promptly of any material delays in performance of specified services and shall in writing to the University's Purchasing Department the proposed revised performance date as soon as practicable after notice of delay. Contractor shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay the date of performance shall be extended for a period equal to the time lost by reason of such delay on written approval of the University's Purchasing Department.

G. Indemnification:

Contractor agrees to indemnify and hold harmless the University and its officers and employees from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising out of contractor's performance under this Agreement or as a consequence of the existence of this Agreement. Accordingly, the University shall notify Contractor promptly in writing of any claim or action brought against the University in connection with this agreement. On such notification, Contractor shall promptly take over and defend any such claim or action. The University shall have the right and option to be represented in any such claim or action at its own expense.

H. Presence on the University's Premises:

- (1) Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the University's premises shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers.
- (2) Contractor shall be responsible for the acts of its employees and agents while on the University's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of the University any damage that it, or its employees or agents, may cause to the University's premises or equipment; on Contractor's failure to do so, the University may repair such damage and Contractor shall reimburse the University promptly for the cost of the repair.
- (3) Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the University's Public Safety Department (302-831-2222) and thereafter furnish a full written report of such accident.
- (4) Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of the University's faculty, students, staff or visitors.

## APPENDIX F3

I. Use of University's Facilities:

Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to perform services under this Agreement and shall have no right to access to any other facilities of the University.

J. Surrender of Premises:

On termination or expiration of this Agreement, Contractor shall vacate all parts of the University's premises occupied by it and shall restore same to the University in the same condition as when originally made available to Contractor.

K. Responsibility:

All equipment, tools, supplies and other personal property of contractor or its employees or Subcontractors, necessary to perform under the terms of this contract, shall remain the property of Contractor. The University shall have no responsibility for, and Contractor specifically releases the University from, any and all claims and liability arising out of the loss of, theft of, disappearance of, or damage to these items.

L. Security:

The University shall provide its routine general security patrols and intrusion, theft and fire protection. If Contractor requires additional security, it shall be provided by, or coordinated through, the University's Public Safety Department for which Contractor agrees to pay prevailing charges. No other security staff may be employed by Contractor. Contractor shall follow the University's policies in dealing with improper conduct, and shall report all incidents to the University. Contractor shall not, except in physically dangerous or other emergency situation, summon public emergency agencies except through the University's Public Safety Department.

M. Access to Records:

Contractor agrees that the University, or any of its duly authorized representatives, at any time during the term of this Agreement, shall have access to, and the right to audit and examine, any pertinent books, documents, papers and records related to Contractor's charges and performance under this Agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this Agreement.

N. Liens:

Contractor shall at all times keep the University free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work or labor performed or materials or equipment furnished) by Contractor pursuant to the terms of this Agreement.

O. Publicity:

Contractor shall not use, in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the University exception the specific written authorization in advance of the University. However, nothing in this clause shall preclude Contractor from listing the University on its routine client list for matters of reference.

## APPENDIX F4

P. Labor Relations:

Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

Q. Permits, Licenses, Franchises:

Contractor shall, at its sole expense, procure and keep in effect all necessary permits or licenses required for its performance under this Agreement and shall post or display in a prominent place such permits and/or notices as are required by law. Contractor shall procure and keep in effect all necessary franchises, and the University will be responsible for any additional per outlet fees associated with said franchises.

R. Taxes:

Contractor shall pay when due all taxes or assessments applicable to Contractor. Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

S. Services Provided by Others:

This Agreement shall not restrict in any way the University's right to operate or contract with others to operate services similar to those specified in this document.

T. Assignment:

Contractor shall not assign or subcontract, in whole or in part, its rights or obligations under this Agreement without prior written consent of the University. Any attempted assignment without said consent shall be void and of no effect.

U. Provisions:

- (1) This Agreement, and all matters or issues collateral to it, shall be governed by, and Constituted in accordance with, the law of the State of Delaware.
- (2) A waiver by either party of any of the terms or conditions, provision or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights undertakings, obligations and agreements contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation or agreement of either party.
- (3) If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
- (4) This Agreement may be modified or amended only by a writing signed by an officer of Contractor and an authorized representative of the University.

## **APPENDIX G**

### **UNIVERSITY POLICY AGAINST SEXUAL HARASSMENT**

#### **I. PURPOSE**

To define and outline the University's policy regarding sexual harassment.

#### **II. POLICY**

The University of Delaware is committed to protecting the rights and dignity of all employees and students. The University will not tolerate sexual harassment. All employees have the right to work/study in an atmosphere free of sexual harassment. Further, sexual harassment is a form of sexual discrimination and is a violation of federal and state law.

Sexual harassment is defined as any unwelcome advances or requests for sexual favors, and other verbal or physical conduct of a sexual nature which leads to negative employment consequences if the employee/student does not submit; or which has the purpose or effect of unreasonable interfering with an individual's work performance or creates an intimidating, hostile or offensive work/school environment.

The following types of actions may constitute sexual harassment, whether the harasser is a co-worker, supervisor, classmate or professor:

- demanding sexual favors accompanied by implied threats about the person's employment/student status, or implied promises of preferential treatment.
- deliberate assaults.
- accidental brushes or touches.
- degrading comments or jokes directed at one's sex.

The University administration and all supervisory personnel are responsible for maintaining a work environment free of sexual harassment. Immediate and appropriate corrective action will be taken when cases of sexual harassment occur. Supervisors should consult with the Office of Employee Relations in such cases.

## APPENDIX H

### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

#### Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the University of Delaware, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, 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 officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union of worker's representative of the contractors commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractors noncompliance with the nondiscrimination clauses of this subcontract or with any of such rules, regulations, or orders, this subcontract may be cancelled, terminated in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such order sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204, of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contract becomes involved in or is threatened with litigation with a subcontract or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX I

### BASIC COMPLIANCE REQUIREMENTS

#### 60-1.40 Affirmative action compliance programs.

##### (a) Requirements of Programs

Each agency or applicant shall require each prime contractor who has 50 or more employees and a contract of \$50,000 or more and each prime contractor and subcontractor shall require each subcontractor or \$50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and evaluation of opportunities for utilization of minority group personnel. The contractor's program shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and time tables of the prompt achievement of full equal employment opportunity. Each contractor shall include in his affirmative action compliance program a table of job classifications. This table should include but need not be limited to job titles, principal duties (and auxiliary duties, if any), rates of pay, and where more than one rate of pay applies (because of length of time in the job or other factors) the applicable rates. The affirmative action compliance program shall be signed by an executive official of the contractor.

##### (b) Utilization Evaluation

The evaluation of utilization of minority group personnel shall include the following:

1. An analysis of minority group representation in all job categories.
2. An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being offered in all job categories.
3. An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being offered.

##### (c) Maintenance of Programs

Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishments. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representatives of the agency or Director upon request and the contractor's affirmative action program and the result it produces shall be evaluated as part of the compliance re-view activities.