

State of Delaware
Department of Natural Resources and Environmental Control
(DNREC)

Request for Proposal (RFP)
for
Professional Services

Contract No. DNREC-OTS-09-001
Editing and Modification of Delaware
Hydrography Dataset

January 12, 2009

- Deadline to Respond -
February 9, 2009
1:00 p.m. EDT

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REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Contract Number: DNREC-OTS 09-001

Editing and Modification of Delaware Hydrography Dataset

ISSUED BY

DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

1. Overview

1.1 The Delaware Department of Natural Resources and Environmental Control (DNREC) seeks to contract for Editing and Modification of Delaware Hydrography Dataset.. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§6902(1), 6981 and 6982.

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

Public Notice	Date: 01/12/2009
Deadline for Questions	Date: 01/21/2009
Deadline for Ques. Responses Published	Date: 01/28/2009
Deadline for Receipt of Proposals	Date: 02/09/2009 1:00 p.m.
Notification of Award	Date: 02/23/2009
Contract Start	Date: 03/02/2009

1.3 The Offeror's proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format. Each proposal must be accompanied by a cover letter which briefly summarizes the proposing firm's interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. The state reserves the right to deny any and all exceptions taken to the RFP requirements.

2. Scope of Services

See the attached Appendix A.

3. Proposal Procedures

3.1 Proposals

3.1.1 To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) hard copy, with live signatures in all of the appropriate areas, and with five (5) softcopy versions in Adobe PDF format on IBM® compatible CD's or memory stick, in a sealed envelope conspicuously labeled "Sealed Proposal - State of Delaware – Contract # DNREC-OTS-o9-001 Editing and Modification of Delaware Hydrography Dataset. The envelope should also contain the name, address and telephone number of the proposing firm. If delivered by mail, the proposal shall be enclosed in an "inner" envelope labeled as indicated above.

3.1.2 **All proposals must be delivered in person or by mail to:**

**N. V. Raman
IT Manager
DEPARTMENT OF Natural Resources and Environmental Control
89 Kings Hwy
DOVER DE 19901**

3.1.3 Any proposal submitted by mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 pm, February 09, 2009. Any proposal received after this time shall not be considered and shall be returned unopened. The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process. **The bids will be opened on February 9, 2009 at 1:00 PM publicly at:**

**Room B 228
Department of Natural Resources and Environmental Control
89 Kings Hwy
Dover, DE 19901**

3.1.4 The CDs used for this submittal shall be virus checked by the prospective firm before submittal and shall be accompanied by a signed certification indicating the virus detection software used including the date and version.

3.2 Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as

a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

3.3 Other

3.3.1 Addenda to the RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided via email to all contractors known to have received a copy of the RFP. **To receive such revisions you must contact NV.Raman@state.de.us or by phone at 302-739-9014 and express your desire to receive such revisions.** Potential Offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

3.3.2 Incurred Expenses:

DNREC will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal. All costs incurred by the Offeror in preparing the proposal, or costs incurred in any other manner by the Offeror in responding to this proposal will be wholly the responsibility of the Offeror. All materials and documents submitted by the Offeror in response to this RFP package become the property of the State of Delaware and will not be returned to the Offeror.

3.3.3 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractor's offer to meet the requirements of the RFP. **DO NOT USE RING BINDERS.**

3.3.4 Right to Reject Proposals/Waive or Correct Minor Irregularities:

DNREC reserves the right to withdraw this Request for Proposal, not to award this RFP, to reject any or all proposals, to waive minor irregularities in proposals or to allow the Offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

3.3.5 Questions:

All questions shall be submitted by e-mail to nv.raman@state.de.us only, no later than January 21, 2009, and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the RFP as an amendment. Only those questions received by DNREC by the deadline in the schedule of events will be considered. DNREC shall not respond to questions received after that time. A final list of written questions

and responses will be posted per the schedule as an addendum to the RFP at <http://www.dnrec.delaware.gov/>.

3.4 Order of Documents in the Vendor Proposal

Please order the documents within the proposal in the order shown in the Proposal Reply Section on page 38 of this RFP.

4. Required Information

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

4.1 Minimum Requirements as required in this RFP:

4.1.1 Delaware Business License: Provide evidence of a Delaware business license or recent application.

4.1.2 Professional Liability Insurance: Provide evidence of professional liability coverage.

4.1.3 Signed Non-Collusion Statement

5. Evaluation Process

All proposals submitted in response to the RFP shall be reviewed by the Contract Review Committee (CRC).

5.1 Contract Review Committee

The Contract Review Committee (CRC) shall be comprised of members of DNREC or other State agencies that have an interest in the outcome of this RFP. The Committee shall determine the firms which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982.

The Committee may interview one or more of the qualified firms at its discretion. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the Secretary of DNREC who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful firm in the best interests of the State of Delaware. DNREC intends to issue a single award for these services.

5.2 Proposal Selection Criteria

5.2.1 The CRC shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the CRC.

5.2.2 The proposals shall contain the essential information in which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by DNREC and the CRC to be essential for use by the committee in the evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the CRC'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 committee.

5.2.3 The CRC reserves the right to:

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

5.2.4 All proposals shall be evaluated using the same criteria and scoring process.

5.2.5 The following criteria shall be used by the CRC to evaluate proposals:

Scoring Category	POINTS
Contractor's experience in providing services of the technical staffing categories: <ul style="list-style-type: none">• Experience in providing services of this type and scope to the public sector.• Experience in providing services of this type and scope to non-public sector organizations.	25
Capacity to meet the requirements in the scope of work, as demonstrated by the number and qualifications of personnel and other resources (please highlight experience in the specific platforms identified).	20

Contractor's geographical location and the State's accessibility to the Contractor's employees.	5
Corporate background, reputation, financial stability and years in business and references.	10
Cost for performing the tasks outlined in the scope of work.	40
TOTAL SCORE	100

5.2.6 Each proposal shall be given individual attention, and a weighted average may be applied to criteria according to its importance to each project.

5.2.7 For the selection process described in § 6982(b), price may be a criteria used to rank applicants under consideration (70 Del. Laws, c. 601, § 9.).

5.2.8 A Best and Final offer will be a part of and final step in the evaluation process.

6. Contract Terms and Conditions

The firm awarded the contract under this RFP shall be subject to the following contractual provisions:

6.1 Contract Term

The term of the contract between the successful firms and DNREC shall be **March 2, 2009 through October 30, 2009, 2009**. The contract may be terminated by either party upon sixty (60) days written notice. In the event the successful firm materially breaches any obligation under this Agreement, DNREC may terminate this Agreement upon thirty (30) days written notice.

6.2 Non-Appropriation (Funding Out)

In the event that the General Assembly or Executive Branch of the State of Delaware fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the 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.

6.3 Notice

Any notice to DNREC required under this Agreement shall be sent by registered mail to:

N. V. Raman
IT Manager
DEPARTMENT OF Natural Resources and Environmental Control
89 Kings Hwy
DOVER DE 19901

6.4 Formal Contract and Purchase Order

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to receipt of a State of Delaware purchase order signed by two (2) authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and DNREC. 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 firm.

6.5 Indemnification

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm's, its agents' and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and 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) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Vendor.

6.6 Complying with Laws

In performance of this contract the firm is required to comply with all applicable federal, state and local laws, ordinances, codes and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as provided in Delaware Code Title 30, Section 2502.

6.7 Insurance

The Contractor shall maintain such insurance as will protect against claims under Workers' Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows. All contractors shall carry Comprehensive General Liability and at least one of the other types of coverage depending on the type of service being delivered:

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

- b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

Or

- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e. Automotive Liability (Bodily Injury) - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- f. Automotive Property Damage (to others) - \$ 25,000 per occurrence.

Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

Before any work is done hereunder, 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:

**IT Manager
Contract # DNREC-OTS 09-001
DEPARTMENT OF Natural Resources and Environmental Control
89 Kings Hwy
DOVER DE 19901**

Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

The policies required under this section must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Section 6.1.

6.8 Non-Discrimination

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

6.9 Covenant against Contingent Fees

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

6.10 Contract Documents

The RFP, vendor proposal, the Purchase Order and the executed Contract between the State and the successful firm(s) shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, RFP, Purchase Order and vendor proposal. No other documents shall be considered. These documents contain the entire agreement between the

State and the firm(s).

6.11 Applicable Law

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

6.12 Scope of Agreement

If the scope of any provision of this Contract 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 contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

7. Additional Terms and Conditions:

7.1 Non-Collusion Statement

The attached Non-Collusion Statement must be completed in its entirety, signed by the appropriate vendor official and notarized. This executed form must be included as a part of your proposal.

7.2 Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Natural Resources and Environmental Control. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

7.3 Confidentiality and Data Integrity

The Department of Natural Resources and Environmental Control 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 Natural Resources and Environmental Control. 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 Natural Resources and Environmental Control.

The Contractor is required to sign and agree to the requirements in the **Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement**, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning the work.

The contractor's employees that are assigned to State projects may be required to submit to background checks at contracting agency's discretion.

7.4 Prices:

Prices will remain firm for the term of the contract.

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 price established or negotiated as a result of this RFP or P.O. issued based on this contract.
- d. This RFP is for a fixed-price contract. No time-and-materials contracts will be issued.

7.5 Surety Requirement:

Performance Bond and Bid Bond are waived for this RFP. The state reserves the right to invoke the bonding requirement on a case-by-case basis at their own discretion. The cost of such bonding shall be negotiated by and for the account of the requesting entity.

7.6 State of Delaware Business License:

Prior to receiving an award, the successful contractor shall either furnish DNREC with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

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

7.7 Force Majeure:

Neither the contractor nor the state shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the

terms and conditions of this contract.

7.8 Exceptions:

Offerors may elect to take minor exception to the terms and conditions of this RFP. Each exception must be stated clearly in a separate Exception Section of the offeror's proposal to be considered. DNREC will evaluate each exception according to the intent of the terms and conditions contained herein, but DNREC shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

7.9 Contract Usage Report:

One of the goals in administering this contract is to keep accurate records regarding its actual value. This information may be essential in order to update the contents of the contract and to establish proper bonding levels, if bonding is required. The integrity of future contracts relies on our ability to convey accurate and realistic information to all interested offerors.

Upon request by the State and at a minimum, annually, a report must be furnished by the contractor, detailing the purchase of the items or services covered by this contract. The report format and period is described herein or will be stated at the time of request. The report must be completed and returned to the State within fifteen (15) days of the request. Any exception to this requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this report requirement may be precluded from bidding on any future requirements.

7.10 Business References:

Offerors must supply three (3) business references consisting of current or previous customers of similar scope with the proposal. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

In the Proposal Reply Section of this RFP, the offeror shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number/email address), period of performance and amount. The Contract Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be factored into the final scoring of the proposal. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the proposal.

7.11 Billing:

The contractor is required to invoice in a timely manner. Invoices shall be sent to the N. V. Raman, IT Manager, DNREC, 89 Kings Hwy, Dover, DE 19901. DNREC shall provide purchase order number and/or contract number, ship to and bill to address,

contact name and phone number.

7.12 Payment:

The state will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The state may elect to pay by the State's authorized procurement (credit) card, ACH transfer or conventional check. The contractor shall be able to accept the State's credit card. There shall not be any additional cost to the State for use of the credit card. Also, it is expected that ACH payments are a benefit to the contractor and should result in lower pricing to the state.

7.13 Schedules for Performance of Work:

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State shall be the sole judge of the term "reasonable." If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for non-performance of work.

Work that begins under this contract shall continue until completed if this contract is cancelled or expires. The work shall be covered by the state's authorized documents or purchase orders until those specific documents expire.

7.14 Time of Performance:

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in (the) light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

7.15 Contractor Responsibility:

DNREC will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in any contractor's proposal.

7.16 Contractor Personnel:

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required to perform the services required under this contract.

All of the services required hereunder shall be performed by the Contractor or under his/her direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under The State of Delaware and local laws to perform such services.

Also, the Contractor shall indicate whether its Business Model includes the use of off-shore resources.

If the contractor's personnel perform work under this contract on-site at a DNREC office location or at a facility regulated by DNREC and are accompanied by DNREC personnel; the Contractor shall assume responsibility for the conduct and health and safety of their employees. The conduct of the contractor's employees must be consistent with State of Delaware and DNREC policies and procedures governing such matters.

7.17 Termination of P.O.'s:

Termination for Cause: If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the state shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the state, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the state.

Termination for Convenience: The state may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the state. If the P.O. is terminated by the state for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

7.18 Changes:

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the state and the Contractor shall be incorporated in written amendments to the Purchase Order.

7.19 Interest of Contractor:

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

7.20 Publication, Reproduction and Use of Material:

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract.

7.21 Rights and Obligations:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid order to begin work is issued by the state or, when required, the contractor receives an executed purchase order that has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with.

7.22 Affirmation:

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

7.23 Audit Access to Records:

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

7.24 Termination of Contract:

Termination for Cause: If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, DNREC shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DNREC, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DNREC.

Termination for Convenience: DNREC may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DNREC, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to DNREC. If the Contract is terminated by DNREC as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

7.25 Remedies:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

7.26 Amendments:

This contract may be amended, in writing, by mutual agreement of the parties.

7.27 Subcontracts:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by DNREC or as are specifically authorized in writing by the state during the performance of the

contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the state.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the state.

7.28 Agency's Responsibilities:

The state shall:

- Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the state and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of the Contractor.
- Give prompt written notice to the Contractor whenever the state observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

7.29 Confidentiality:

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

7.30 Assignment:

This contract shall not be assigned except by express written consent from DNREC.

7.31 News Releases:

The state reserves the right to pre-approve any news or advertising releases concerning this contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP for any purpose shall require the prior expressed written permission of DNREC.

7.32 Future Benefits:

The contractor shall pass on to the State any more favorable terms, conditions and pricing that are driven by market conditions or technological advancement, when such favorable terms, conditions and pricing are based upon executed contracts with other State or other large users of equivalent systems, components or services.

7.33 Copyright and Patent Rights:

The contractor warrants that there are no existing claims of violation and the contractor has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in their proposal as of the date of proposal submittal. The State expects indemnification by the contractor of any claim or action brought against the State or any of its agencies based upon a claim that the software, hardware, or documentation provided by the Offeror violated any copyright or patent rights.

7.34 Standard Practices:

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with DNREC and are consistent with practices utilized by, or standards promulgated by DNREC. If any service, product or deliverable furnished by a contractor(s) does not conform to DNREC standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DNREC standards or practices.

7.35 Custom Software:

The Contractor shall deliver all custom software as machine readable source files, and linkable or executable modules, in addition to installed and operating copies of the programs (baseline software or hardware configuration shall not be created such that only they could change).

- The Contractor shall identify the tools required for the modification and compilation of all provided software programs.
- The Contractor shall not create software that only they could modify.
- The Contractor shall not place any legend on the custom software, which restricts the State's rights in such software.
- The Contractor agrees that upon payment for services rendered, all data, documents, computation, and the like prepared or obtained under the terms of this Agreement shall be the sole property of the State and, upon request, shall be delivered to the State.

All Intellectual Property Rights in Developed Software or other items that have been developed for the Customer under this Contract are assigned to the Customer. Nothing in this sub-clause will affect the ownership of any pre-existing Intellectual Property Rights in any tools, object libraries, methodologies and materials used to produce the Developed Software or other items.

7.36 Source Code:

The Contractor is to deliver source code for all Custom Software programs developed under this Agreement with all support resources needed to edit, compile and link these programs on the State's network. If the Contractor is providing COTS software that will be enhanced to conform to minor aspects of this RFP or Custom Software developed to enhance existing COTS software to conform to minor aspects of this RFP, it is not required to be delivered, but must be delivered with the escrowed source code.

- The Contractor shall deliver all documentation concerning protocol for Custom Software, source code, program listings, and description of software infrastructure, system architecture, database design, procedure manuals, hardware utilization, and instructions necessary to convert the source code into an operational system.
- The State of Delaware's information processing systems are subject to periodic audits by state and federal entities.

Contract No. DNREC-OTS-09-001
Editing and Modification of Delaware Hydrography Dataset
REQUEST FOR PROPOSAL

Appendix A

Scope of Work

SCOPE OF SERVICES DETAILS

Editing and Modification of Delaware National Hydrography Dataset (NHD) to 2007 1:2400 Orthophotography

1.0 INTRODUCTION

The purpose of this project is to develop a functional hydrologic data model for the Delaware Department of Natural Resources and Environmental Control (DNREC), and provide a statewide spatial data framework layer which will incorporate the hydrologic GIS data layers of the State of Delaware (the State). This project meets federal National Hydrography Dataset (NHD) standards set forth by the United States Geological Survey (USGS).

The project will utilize current NHD 1:24,000 hydrography for Delaware and edit\modify this information to fit 2007 1:2400 Delaware orthophotography. The NHD data will be provided by USGS-Hydrologic Unit Code (HUC) 8 through HUC 12, as defined by the state.

The main task will be to edit /modify and generate specific attributes essential to the compliancy of the NHD standard from the 1:24,000 NHD dataset to the Delaware 1:2,400 hydrography linework / waterbody / NHDarea data. The geospatial layers and attributes to be used for this process are defined below. Additionally, the CONTRACTOR must adhere to USGS rules for NHD editing and allow for USGS involvement in the data transfer process. Once NHD attributes have been properly edited\modified to the 1:2,400 hydrography datasets, a detailed QA/QC will take place on flow direction and topology to ensure NHD standard compliance.

DNREC expects that the CONTRACTOR will accomplish these tasks and deliver all products within a by the deadline of October 30, 2009. The approved CONTRACTOR shall maintain a staff with extensive knowledge of GIS, particularly in hydrographic editing and NHD standard compliance. The CONTRACTOR must demonstrate, through previous experience and completed projects, proficiency in all these areas. The CONTRACTOR shall produce the data in an ArcGIS 9.2 or higher environment compatible with the DNREC GIS system and USGS NHD toolset.

2.0 GEOSPATIAL LAYERS AND ATTRIBUTES

The DNREC, in order to maintain and improve the quality of environmental stewardship in

Delaware, seeks to improve the detail and currency of the hydrography digital data in the State. However, in order for the state to continue effective policy, planning and protection of environmental resources, upgraded GIS models must be created and maintained that detail stream courses (NHD linework), water bodies (NHD waterbodies) and water areas (NHD areas – “marsh/swamp”).

Conflating 1:24000 NHD statewide dataset to 2007 orthophotography compliant with NHD standards is a critical task that serves multiple interests in DNREC, and for other government agencies, the regulated community, non-government organizations, and citizens at large. This federal version of this dataset will be hosted by USGS and served out as a public record to the Nation via the NHD website - <http://nhd.usgs.gov/>. Regulators, environmental experts, planners, homeland security personnel, and others interested in the flow direction and location of Delaware’s waterways will be able to download this highly accurate data for their various needs. As a geodatabase model, the NHD for Delaware will be a compilation of many different GIS layers, and related database tables, to offer multiple trends in water quality analysis.

The citizens and government of the State of Delaware will benefit from the information, data analysis capabilities and access to critical surface water data that becomes available through the NHD. All streams, rivers and other waterways in the State will be connected geospatially to form a single flow drainage network for all HUC 8, 10, 12’s in Delaware. Thus, advanced analyses can be utilized with this model including the creation of flow paths for spills, the identification of affected waterways and tributaries by name, and eventually the accumulation of water quality and pollutant data from monitoring stations that are attached to the network via reach code relates. Policies and regulations that have been enacted at DNREC may be maintained and modified when necessary through this network. For example, surface water quality standards and Category 1 streams can easily be identified and related via the network and stream buffers can now be drawn up to the actual banks for planning purposes. Finally, divisions and sections within DNREC who have previously used other methods of reporting water quality data to EPA, USGS, etc. will now be able to do so using the NHD network. Reach codes (federally-based) and unique ID’s (state-based) or ComIDs (federal) that are formulated for each and every waterway will be available for facilitated reporting between state and federal agencies.

2.1 DEFINITIONS

For the purposes of this quote the following definitions apply:

National Hydrography Dataset (NHD): The National Hydrography Dataset (NHD) is a comprehensive set of digital spatial data that contains information about surface water features such as lakes, ponds, streams, rivers, springs and wells – <http://nhd.usgs.gov> .

2007 Digital Images: Raster color infrared 4-band orthophotography flown in March 2007, at quarter-meter ground resolution in Delaware State Plane Meters, NAD83.

1992 Delaware Statewide Wetlands Mapping Project (SWMP): The SWMP shows approximate boundaries, distribution and classification of Delaware wetlands as interpreted from 1:40,000 color infrared aerial photography taken in March 1992. The SWMP utilizes a standardized wetlands classification scheme which was adapted from the USFWS National Wetlands Inventory (Cowardin, et al.). State of Delaware modifiers were added to this classification system and users are recommended to acquire this specific coding from the data contacts.

2.2 ACRONYMS

ComID 10-digit integer value that uniquely identifies the occurrence of each feature
 CU Cataloging Unit (NHD-defined)
 EPA Environmental Protection Agency
 FGDC Federal Geographic Data Committee
 HUC Hydrologic Unit Code
 HUC 8 Sub-basin (USGS-defined)
 HUC 12 Sub-watershed (USGS-defined)
 NAD83 North American Datum 1983
 NHD National Hydrography Dataset
 DNREC Delaware Department of Natural Resources and Environmental Control
 NMAS National Map Accuracy Standards
 NRCS National Resources Conservation Service
 SPC Delaware State Plane Coordinate Feet
 SWMP State Wetlands Mapping Project
 USGS United States Geological Survey
 WBD Watershed Boundary Dataset (NRCS)

2.3 GEOGRAPHIC SCOPE

The following tables list the HUC 8 sub-basin, HUC 10 sub-watershed and HUC 12 sub-watershed areas included in this project. Please note that EPA is currently considering changing the numbering of several HUC 8 sub-basins in Delaware. DNREC will keep the CONTRACTOR advised of the status of these changes as they will affect this project down to the reachcode level.

NHD HUC 8 Cataloging Units

HUC 8	HUC 8 Name	Total Sub Basin Acres	Total Delaware Sub Basin Acres
02060005	Choptank. Delaware, Maryland.	765,823.45	61,613.81
02060007	Blackwater-Wicomico. Delaware, Maryland.	351,666.45	1,303.27
02060009	Pocomoke. Delaware, Maryland, Virginia.	623,931.02	22,291.22
02040205	Brandywine-Christina. Delaware, Maryland, Pennsylvania	488,134.22	219,301.39
02040206	Cohansey-Maurice. New Jersey.	676,054.63	1,680.70
02060002	Chester-Sassafras. Delaware, Maryland, Pennsylvania	932,534.00	47439.50
02060008	Nanticoke. Delaware, Maryland.	528,395.63	314957.65
02060010	Chincoteague. Delaware, Maryland, Virginia.	1,008,391.08	209,269.34
02040207	Broadkill-Smyrna. Delaware.	407,107.49	406651.40
02040204	Unnamed - Delaware Bay and Atlantic	1,202,955.22	2118.80

Ocean

2.4 BACKGROUND DOCUMENTS

In preparing a response, the prospective bidder should be familiar with;

Federal Standards for Delineation of Hydrologic Unit Boundaries – FGDC Proposal, Version 2.0:

<ftp://ftp-fc.sc.egov.usda.gov/NCGC/products/watershed/hustandards.pdf>

Geographic Names Information System – GNIS: Background <http://nhd.usgs.gov/gnis.html>

NHD Concepts and Contents: The primary reference document for the National Hydrography Dataset. <http://nhd.usgs.gov/chapter1/index.html>

National Hydrography Dataset Standards: Standards for National Hydrography Dataset - High Resolution: <http://rockyweb.cr.usgs.gov/nmpstds/nhdstds.html> .

NHD Technical References: NHDinGEO Schema - Diagram of the tables, the table items, the item definitions, and the relationships between the tables in the NHDinGEO data model. http://nhd.usgs.gov/NHD_v1.06_June12_2007.pdf

Watershed Boundary Dataset: <http://www.ncgc.nrcs.usda.gov/products/datasets/watershed/>
These documents define the classification systems, standards and production projects used for the development of NHD data.

3.0 SCOPE OF WORK

3.1 GENERAL GUIDANCE

3.1.1 Throughout the proposal the CONTRACTOR is requested to carefully address the required tasks to best achieve the goals of this study within the confines of a fixed cost bid. On the basis of the outline of major tasks that follow, the CONTRACTOR shall prepare a detailed project plan. This plan shall indicate who (SUBCONTRACTOR) will be completing each task or subtask, the time and costs required to complete each task or subtask and a timetable showing weeks and months for completion of tasks and delivery schedule.

3.1.2 All photography, images, and datasets provided by the DNREC during the conduct of this work shall be the exclusive property of the State.

3.1.3 The CONTRACTOR shall download geodatabases of each HUC-8 or cataloging unit in Delaware that requires editing/modification from the NHD website – <http://nhd.usgs.gov>. Within the 'Hydrography' feature dataset will be 3 feature classes that require edit\modification of 'reach codes' and/or 'ComIDs'and compliant Metadata files:

3.1.3.1 NHD Flowline

3.1.3.2 NHD Waterbody

3.1.3.3 NHD Area

3.1.3.4 FGDC compliant Data Dictionary/Metadata files for data supplied.

3.1.4 Digital data that the DNREC maintains and would aid the completion of the study. These data may include, but are not limited to, land use/land cover 2007 version, shoreline, 2007 LiDAR DEM's, U. S. Geological Survey Topographic quadrangles, contours, political boundaries, etc.

3.1.5 The CONTRACTOR shall meet with the DNREC project manager and oversight team immediately following a contract award, at the DNREC headquarters, to discuss the details of the production project and all issues related to the timely completion of the project to specifications as defined by DNREC.

3.1.6 All digital data and digital imagery must be returned to the state at the completion or termination of the contract.

3.1.7 All edit\modification efforts must tools, software, applications, etc. to be used directly or indirectly in the completion of any portion of this project be they acquired from an outside source or designed by the CONTRACTOR must be pre-approved for use by the USGS in support of our Data Stewardship Memorandum signed by the State of Delaware – (DNREC and Delaware Geological Survey, DGS) and the USGS. Any use of said products must be to further the goal of compliance to NHD and federal hydrologic mapping standards.

3.2 GIS DATA CONVERSION SERVICES

3.2.1 GENERAL

The CONTRACTOR shall utilize 1:24,000-scale NHD Flowline, NHD Waterbody and NHD Area feature classes to be edited\modified to the 2007 Delaware orthophotography provided by DNREC for HUC8, HUC10, and HUC12-digit sub-basins in DE.

The CONTRACTOR (on its own or through DNREC) will be required to use approved USGS NHD Tools. All edit\modification, attribute processing and reach code generation must take place using the approved USGS NHD Tools, unless a CONTRACTOR process is agreed to by DNREC and USGS. USGS, as part of the NHD stewardship MOU signed with the State of DE agrees to offer training to DNREC and its' CONTRACTOR. Once the CONTRACTOR has proven its abilities to use the approved USGS NHD Tools and other affiliated tools, or an alternate approved process, project work may commence.

All geospatial processes conducted during this project must take place using the Delaware State Plane Coordinate System (Meters) – North American Datum 83, unless it is determined by USGS that the approved USGS NHD Tools can not function in said coordinate system. All decisions related to projection and coordinate systems for this project must include the DNREC Project Team and may or may not include USGS as well. Any errors (be they topological or based on attributes) due to reprojections or changes in coordinate systems during the lifespan

of the project, must be documented and communicated to DNREC and an appropriate fix must be found and implemented before the project can be deemed complete.

Prior to commencing work with the approved USGS NHD Tools or alternate approved process, a flow check must be run on the stream network of the individual HUC 8 to be used in each phase of the project. The CONTRACTOR must utilize the NHD Flow Check tool (to be provided by DNREC or USGS) to run the flow network. Any errors that may appear as a result of the flow check must be enumerated and communicated to DNREC. A determination as to how to fix any such errors will take place between DNREC technical contacts and the CONTRACTOR. If any errors do occur on the first run of the Flow Check tool, a subsequent flow check must be run when the errors are fixed.

3.2.2 WORK TASKS

The following is an outline of the work tasks for this project.

3.2.2.1 Edit and Modification

3.2.2.1.1 NHD Flowlines

The CONTRACTOR shall use Delaware 2007 orthophotography to edit\modify existing NHD flowlines to fit stream locations.

The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes including the GNIS_Name and GNIS_ID fields.

3.2.2.1.1-1 Modification

All missing streams/ditches should be added using approved USGS NHD tools or alternate approved process. NHD Attribute FType must be populated using standard NHD subtypes. These subtypes must be matched through the lookup table below. The CONTRACTOR must work directly with DNREC and USGS to define certain types of flowlines in the State that are deemed difficult to classify. Each flowline segment will need to be edited\modified to one of the appropriate subtypes in NHD:

NHDFlowline Subtype
ArtificialPath
Canal/Ditch
Coastline
Connector
Stream/River

Table 3.2.2.1.1-1: NHD Flowline – FType attribute coding

NHD Attribute FCode (which is required to include the associated FType code) may be further defined by DNREC to include such subtypes as 'perennial' or 'intermittent' streams. All streams shall be initially defined as perennial.

All subtypes of the NHD Flowline feature class must adhere to NHD standards. Null values are permitted for NHD attributes that have no value in the State, or where no applicable data has been delivered to populate said attributes.

The CONTRACTOR, through the use of the approved USGS NHD Tools must ensure the proper lineage recording of all Reach Codes and ComIDs edited\modified from 1:24,000 NHD to local resolution NHD data. All old reach codes that are retired must be recorded in the appropriate relate tables in the geodatabase (this may be handled through the automated processes in the approved USGS NHD Tools).

DNREC requires all reaches (be their sources from the 1:24,000 NHD) be given an NHD standard reach code and all segments be assigned Common Identifiers (ComIDs).

New reaches must be generated using USGS reach code allocation tools which are part of the approved USGS NHD Tools. All new reach codes and ComIDs will be reviewed by the USGS as part of the QA/QC process. The DNREC reserves the right to request the CONTRACTOR to describe any processes involved with the generation of these attributes, and, if deemed necessary by DNREC or USGS, request edits be made to the attributes.

3.2.2.1.2 Waterbodies

The CONTRACTOR shall use Delaware 2007 orthophotography to edit\modify existing NHD waterbodies to fit waterbody outlines.

The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes including the GNIS_Name and GNIS_ID fields.

3.2.2.1.2 -1 The CONTRACTOR will be asked to populate the GNIS_Name and GNIS_ID fields with attributes already delineated by DNREC. The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes.

NHD Attribute 'FType' must be populated using standard NHD subtypes. These subtypes must be matched through a lookup table provided below.

NHDWaterbody Subtype
Estuary
LakePond
Reservoir
SwampMarsh

Table 3.2.2.1.2-1: NHD Waterbody – FType attribute coding

All subtypes of the NHD Waterbody feature class must adhere to NHD standards. Null values are permitted for NHD attributes that have no value in the State, or where no applicable data has been delivered to populate said attributes.

The CONTRACTOR, through the use of the approved USGS NHD Tools must ensure the proper lineage recording of all ReachCodes and ComIDs edited\modified from 1:24,000 NHD to local resolution NHD data. All old reach codes that are retired must be recorded in the appropriate relate tables in the geodatabase (this may be handled through the automated processes in the approved USGS NHD Tools).

DNREC requires all reaches (be their sources from the 1:24,000 NHD) be given an NHD standard reach code and all segments be assigned Common Identifiers (ComIDs).

New reaches must be generated using USGS reach code allocation tools which are part of the approved USGS NHD Tools. All new reach codes and ComIDs will be reviewed by the USGS as part of the QA/QC process. The DNREC reserves the right to request the CONTRACTOR to describe any processes involved with the generation of these attributes, and, if deemed necessary by DNREC or USGS, request edits be made to the attributes.

3.2.2.1.3 NHD Areas

The CONTRACTOR shall use Delaware 2007 orthophotography in conjunction with DNREC SWMP data to edit\modify existing NHD areas to fit wetland outlines.

The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes including the GNIS_Name and GNIS_ID fields.

3.2.2.1.3 -1 The CONTRACTOR will be asked to populate the GNIS_Name and GNIS_ID fields with attributes already delineated by DNREC. The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes.

NHD Attribute 'FType' must be populated using standard NHD subtypes. These subtypes must be matched through a lookup table provided below.

NHDArea Subtype
Area of Complex Channels
CanalDitch
DamWeir
Flume
Foreshore
Hazard Zone
Rapids
SeaOcean
Special Use Zone
StreamRiver

Table 3.2.2.1.3-1: NHD Area – FType Attribute Coding

All subtypes of the NHDArea feature class must adhere to NHD standards. Null values are permitted for NHD attributes that have no value in the State, or where no applicable data has been delivered to populate said attributes.

The CONTRACTOR, through the use of the approved USGS NHD Tools must ensure the proper lineage recording of all ReachCodes and ComIDs edited\modified from 1:24,000 NHD to local resolution NHD data. All old reach codes that are retired must be recorded in the appropriate relate tables in the geodatabase (this may be handled through the automated processes in the approved USGS NHD Tools).

DNREC requires all reaches (be their sources from the 1:24,000 NHD) be given an NHD standard reach code and all segments be assigned Common Identifiers (ComIDs).

New reaches must be generated using USGS reach code allocation tools which are part of the approved USGS NHD Tools. All new reach codes and ComIDs will be reviewed by the USGS as part of the QA/QC process. The DNREC reserves the right to request the CONTRACTOR to

describe any processes involved with the generation of these attributes, and, if deemed necessary by DNREC or USGS, request edits be made to the attributes.

3.2.2.1.4 NHD Line

The CONTRACTOR shall use Delaware 2007 orthophotography in conjunction with DNREC SWMP data to edit\modify existing NHD areas to fit wetland outlines.

The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes including the GNIS_Name and GNIS_ID fields.

3.2.2.1.4 -1 The CONTRACTOR will be asked to populate the GNIS_Name and GNIS_ID fields with attributes already delineated by DNREC. The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes.

NHD Attribute 'FType' must be populated using standard NHD subtypes. These subtypes must be matched through a lookup table provided below.

NHDLine Subtype
DamWeir
Nonearthern Shore
Reef
SinkRise
Wall
Waterfall
Sounding Datum Line
Special Use Zone Limit

Table 3.2.2.1.4-1: NHD Line – FType Attribute Coding

All subtypes of the NHDLine feature class must adhere to NHD standards. Null values are permitted for NHD attributes that have no value in the State, or where no applicable data has been delivered to populate said attributes.

The CONTRACTOR, through the use of the approved USGS NHD Tools must ensure the proper lineage recording of all ReachCodes and ComIDs edited\modified from 1:24,000 NHD to local resolution NHD data. All old reach codes that are retired must be recorded in the appropriate relate tables in the geodatabase (this may be handled through the automated processes in the approved USGS NHD Tools).

DNREC requires all reaches (be their sources from the 1:24,000 NHD) be given an NHD standard reach code and all segments be assigned Common Identifiers (ComIDs).

New reaches must be generated using USGS reach code allocation tools which are part of the approved USGS NHD Tools. All new reach codes and ComIDs will be reviewed by the USGS as part of the QA/QC process. The DNREC reserves the right to request the CONTRACTOR to describe any processes involved with the generation of these attributes, and, if deemed necessary by DNREC or USGS, request edits be made to the attributes.

3.2.2.1.5 NHD Point

The CONTRACTOR shall use Delaware 2007 orthophotography in conjunction with DNREC

SWMP data to edit\modify existing NHD areas to fit wetland outlines.

The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes including the GNIS_Name and GNIS_ID fields.

3.2.2.1.5 -1 The CONTRACTOR will be asked to populate the GNIS_Name and GNIS_ID fields with attributes already delineated by DNREC. The CONTRACTOR will be required to populate all remaining fields with NHD compliant attributes.

NHD Attribute 'FType' must be populated using standard NHD subtypes. These subtypes must be matched through a lookup table provided below.

NHDPoint Subtype
Gaging Station
Gate
Rock
Sink Rise
Spring Seep
Well

Table 3.2.2.1.5-1: NHD Point – FType Attribute Coding

All subtypes of the NHDPoint feature class must adhere to NHD standards. Null values are permitted for NHD attributes that have no value in the State, or where no applicable data has been delivered to populate said attributes.

The CONTRACTOR, through the use of the approved USGS NHD Tools must ensure the proper lineage recording of all ReachCodes and ComIDs edited\modified from 1:24,000 NHD to local resolution NHD data. All old reach codes that are retired must be recorded in the appropriate relate tables in the geodatabase (this may be handled through the automated processes in the approved USGS NHD Tools).

DNREC requires all reaches (be their sources from the 1:24,000 NHD) be given an NHD standard reach code and all segments be assigned Common Identifiers (ComIDs).

New reaches must be generated using USGS reach code allocation tools which are part of the approved USGS NHD Tools. All new reach codes and ComIDs will be reviewed by the USGS as part of the QA/QC process. The DNREC reserves the right to request the CONTRACTOR to describe any processes involved with the generation of these attributes, and, if deemed necessary by DNREC or USGS, request edits be made to the attributes.

3.3 AUTOMATION

3.3.1 The CONTRACTOR shall detail automatic and/or manual edit routines.

The CONTRACTOR shall completely describe and fully explain how 100% accuracy is to be attained in attribute coding.

4.0 DELIVERABLES

4.1 MEDIA

The CONTRACTOR shall furnish the State with digital format data on DVD or CD-R as ESRI geodatabase with feature datasets entitled 'Hydrology' and 'HydrologicUnits.' All other tables, relationship classes must be included in the same geodatabase. The final digital data shall conform to the standards and specifications shown below (4.1.1) and shall be in one geodatabase that include any data that exists, geospatially, in HUC 8 units associated with Delaware.

4.1.1 NHDinGEO Schema/NHD Concepts and Contents

An image of the NHDinGEO schema is available at:

http://nhd.usgs.gov/NHD_v1.06_June12_2007.pdf

Caution: Image is 5.36 MB and may take a few moments to properly load.

A copy of the NHD Concepts and Contents document is available at:

http://nhd.usgs.gov/chapter1/chp1_data_users_guide.pdf

4.2 DELIVERABLES

All deliverables shall be forwarded to the State by the CONTRACTOR for final inspection and State/Federal acceptance in accord with the mutually agreed to project schedule. Deliverables shall be either accepted or rejected by the state after the CONTRACATOR has successfully uploaded the Delaware 8-digit HUC geodatabases to the National NHD Database through USGS approved methods. The final one geodatabase that includes any data that exists, geospatially, in HUC 8 units associated with Delaware, must also successfully load on the DNREC GIS server.

The schedule shall include all specific deliverables and time lines for major tasks. These deliverables or intermediate products can be supplied in a phased schedule by time if appropriate. The deliverables to be furnished to the state include:

FGDC compliant metadata must be created or updated for any data sets developed or edited by the CONTRACTOR for DNREC use.

Digital data readable in ESRI, ArcGIS 9.2 or higher and compatible with a PC;

Text, explanatory notes, etc., in hardcopy and in MS Word 03 or above.

A report of the project status shall be submitted on a monthly basis to the DNREC Project Manager, describing the activities of the month, the activities planned for the next month, any problems or contingencies requiring attention and/or resolution, and an assessment of whether the contract is on schedule. Monthly project status reports shall be submitted 5 working days after the close of the month.

Throughout the lifespan of the project, the CONTRACTOR is required to communicate on a minimum bi-weekly basis with DNREC staff contacts on the project status. Communication may take place in the form of telephone calls, e-mail, or other online tools such as 'WebEx.'

4.3 QUALITY ASSURANCE PLAN

The CONTRACTOR shall detail the project quality assurance plans with reference to specific tests or procedures to insure the quality of the final product.

DNREC and USGS reserve the right to conduct their own QA plans whenever deemed necessary either during the project time period or following its completion.

5.0 PROPOSAL FORMAT AND CONTENT

5.1 GENERAL

All instructions, terms and conditions contained in this quote must be met in order to qualify for consideration of award. The proposal will be comprised of three parts.

Part 1 - Technical Proposal

This section shall describe the bidder's approach and plans for accomplishing the work outlined in the scope of work. These plans and approaches should be described in sufficient detail to permit the technical staff to evaluate them fairly and with potential for minimum misinterpretation. Further, the bidder should describe the effort and skills necessary to complete the project.

Part 2 - Cost Proposal

Costs submitted must be based on the criteria specified in the section 5.3.

Part 3 - Organizational Support and Experience

This section shall contain all pertinent information relating the bidder's organization, personnel, and experience that would substantiate the qualifications and capabilities to perform the services required by the scope of work of this contract.

5.2 TECHNICAL PROPOSAL (Part 1)

This section of the proposal shall contain at least the following information: A brief introduction outlining the Contractors overall technical approach to complete the total project. This shall illustrate an understanding of the problem that the project is intended to solve.

A Project Schedule Chart, appropriate to the complexity of the effort and a detailed description of how the work will be accomplished within each unique step or activity which appears on the Chart.

A list of deliverable items, the dates scheduled for those deliveries. A deliverable item is tangible evidence of work completed as described in section 4.2. Payments will be linked to these deliverables. All invoices submitted must refer to the deliverables completed.

A summary of any problems, which the bidder might reasonably expect and his solution to those anticipated problems.

5.3 COST PROPOSAL (Part 2)

Increases in total cost of any phase of this project, where the original Scope of work remains unchanged, will not be allowed. A firm fixed price contract will be awarded for the project.

The CONTRATOR will provide prices for the following project scenarios:

Scenario I: Editing existing NHD flowlines including all existing attributes to align with 2007 orthophotography.

Scenario II: Editing existing NHD flowlines including all existing attributes to align with 2007 orthophotography, and modification by adding any missing NHD flowlines and additional attribution.

Scenario III: Editing existing NHD flowlines, NHD waterbodies, NHD areas, and NHD points including all existing attributes to align with 2007 orthophotography.

In the case of CU's that border Maryland, Pennsylvania and New Jersey, the CONTRACTOR must bid on the HUC 8 as it exists in the State of Delaware and as far as the Delaware 2007 orthophotography extends.

5.4 ORGANIZATION SUPPORT AND EXPERIENCE (Part 3)

This section of the proposal shall contain at least the following information:

The following must be included to be deemed responsive to this quote:

1. A chart of the Contractors Organization showing, for key project staff members, their level of responsibility within that organization.
2. A list of personnel (names) to be assigned, their function on this project, an indication of the labor category as described above, and a detailed resume for each person assigned showing quantified experience and an identify a project manager.
3. Documentation that clearly shows the bidder's experience in performing similar projects.
4. A financial report or annual report for the most recent fiscal year on which to evaluate financial capability must be supplied.

Please read the following for further clarifications on the proposal:

1. Even though there are new WBD boundaries available for watersheds that surround and encompass the State of Delaware, none have been certified yet. Therefore the existing High Resolution NHD has not been modified/migrated to fit the new boundaries.

- 2. Features can be edited to the state line, but model continuity across the state line needs to be maintained.**
- 3. You may update the attributes and flow direction of any of the existing High Res NHD features that will be included with the Local Resolution dataset. An example of this includes CANAL/DITCH.**
- 4. When certain features appear as being 'with digitized' with incorrect flow directions it will be contractor's responsibility to make changes to indicate proper flow.**
- 5. In a situation where a lake on the 1:24k Hi Res NHD is depicted as 3 separate lakes over relatively the same area with the Local Res NHD, then in scenario 3 the contractor should move/edit the existing lake to one of the 3 new lakes, since there was only one existing feature to begin with.**
- 6. It can be anticipated that during the USGS QA/QC of the data - there will be numerous existing features that will require updates in order to 'pass' portions of their QC. This means there could be significant changes to the Local NHD compared to the base Hi Res NHD. The contractor need to make these updates in order to pass the USGS QC. If Canal/Ditches can't be given flow, there is an option for complex ditched areas than can be used.**
- 7. When hydro features (both created and/or modified) that lead up to the edge of the orthophotography and then don't hook into other stream networks then the contractor will have to chop off headwaters. We have only the 2007 orthos to work with.**
- 8. Even though USGS will check the integrity of the entire sub basin and not just the data updated in the Local NHD area the contractor is responsible for the area of ortho coverage only and not for the existing hydro features outside the Delaware Local NHD area.**
- 9. Regarding the adjustment of the 1:24k NHD in areas of dense vegetation, urban growth and/or cloud or snow cover, only the visible portions along the entire network need to be moved/adjusted and non visible be left as is.**
- 10. The contractor can use the 2002 shoreline that DNREC has for uniform coastline to supersede the current location.**
- 11. The status table has a limitation of 30,000 entries. If it appears that the limit might be reached USGS would have to be consulted**
- 12. There is no maximum file size requirement or page limit for the digital proposal.**
- 13. USGS tools and documentation on their capabilities can be accessed in order to assist with the cost proposal at <http://webhosts.cr.usgs.gov/steward/>**
- 14. The NHD lines also need to be edited since they don't over lay on the 2007 orthos.**

15. The 24K NHD Geodatabase schema must be utilized as-is, so that it can be reloaded back into the USGS database

16. The LiDAR DEM's can be download from the Delaware DataMIL at <http://datamil.delaware.gov/tiles>

17. For the threshold for determining whether a stream should be double-line or single-line check with USGS for their standards at <http://rockyweb.cr.usgs.gov/nmpstds/nhdstds.html>

18. USGS' tools will aid you in the attribution of new flow lines, water bodies, areas, lines and points.

19. USGS' tools can be used during the modification process of the existing 24K NHD features, and also for batch processes after modifications are complete. Visit this web site <http://webhosts.cr.usgs.gov/steward/>

20. You can download single tiles of the 1:2,400 2007 orthophotos from <http://datamil.delaware.gov/tiles> DNREC can provide you with full coverage on external hard drive if problems with the USGS Seamless site persist.

21. The new data should be based on what is visible from the 2007 orthophotography. In areas of dense growth where headwaters are not clearly visible, the contractor should follow the stream as best they can from the photography. Final extents will be collected by DNREC in future edits.

22. According to the National Map Accuracy Standards (...for maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale...) the accuracy standard for a 1:2,400 source would be +/- 2 meters (6.66') of the ortho image location. Our 2007 orthophotography meets those standards.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control

PROPOSAL REPLY SECTION

Contract No. DNREC-OTS-09-001
Editing and Modification of Delaware Hydrography Dataset

Please fill out the attached forms fully and completely and return with your proposal in a clearly marked envelope displaying the contract number to:

**N.V. Raman
IT Manager
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
89 Kings Hwy
Dover, DE 19901**

by 1:00 p.m., Monday, February, 9 2009 , at which time proposals will be opened.

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING.

CONTRACT NO.: DNREC-OTS-09-001
TITLE: Editing and Modification of Delaware Hydrography Dataset
OPENING DATE: February 9, 2009

NON-COLLUSION STATEMENT

This is to certify that the undersigned offerer 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 bid submitted this date to the Division of Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid 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, Division of Support Services.

COMPANY NAME _____

Check one)	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women</u> <u>Business</u> <u>Enterprise</u> (WBE)	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> (MBE)	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> (DBE)	Yes No

[The above table is for information 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 BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____

My commission expires _____

City of _____

County of _____

State of _____

State of Delaware
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
89 Kings Hwy
Dover, Delaware 19901

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

The Department of Natural Resources and Environmental Control 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 DNREC data will not be modified without the knowledge and written authorization of the Department of Natural Resources and Environmental Control. 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 Natural Resources and Environmental Control.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Natural Resources and Environmental Control, understand that I/we act as an extension of DNRECI 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 DNREC. 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 Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read Department of Technology's Statewide Policy on Confidentiality (Non-Disclosure) and Integrity of Data (<http://dti.delaware.gov/pdfs/pp/StateOfDelawareInformationSecurityPolicy.pdf>) 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.

Contractor or Employee Signature: _____
Contractor Name: _____
Date: _____

CONTRACT NO. DNREC-OTS-09-001
Editing and Modification of Delaware Hydrography Dataset
PROPOSAL REPLY SECTION

The Proposal should contain the following:

1. Table of Contents

2. Cover Letter

Include a cover letter on the letterhead of the company or organization submitting the proposal here. The cover letter shall briefly summarize the Offeror's ability to provide the services specified in the RFP.

The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with DNREC.

3. Identification and Contacts

The name and full address of the Offeror. If multiple firms are bidding as a team or in prime/sub relationships, supply the name and full address of each of these firms as well.

Provide name, phone, and Fax numbers of both a technical and a business contact. The business contact shall be authorized to negotiate on behalf of the Offeror.

4. RFP Requirements

A Response to each requirement of this RFP using the RFP numbering system is required. If the Offeror agrees to the RFP in total, then a statement to that effect is acceptable.

5. Exceptions

Note any exceptions to any requirements listed in Appendix A, or to any other RFP terms or conditions.

6. Required forms and documentation

The following forms and documentation are required:

- Signed original Non-Collusion Statement
- Signed original CD virus-free certification
- Signed original Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Contract Disclosure Statement
- Delaware Business License or proof of recent application
- Proof of Professional Liability Insurance

7. Qualifications and Capabilities

The qualifications and experience of the persons to be assigned to the project. Describe the qualifications of the individuals and the capabilities of the firms proposed to conduct this Work, with particular emphasis on the Offeror's capacity to handle a project of this scope.

8. Experience

The demonstrated experience in providing equipment/services of comparable specifications/scope and value. Identify and describe relevant past experience, with particular emphasis on projects involving development and implementation Web based interactive systems similar to the TMB Mobility Project described in the Scope of Work in this document.

9. Financial Information

Please provide Financial Information (Balance sheets and Income Statements) for the past three (3) years.

10. References

Provide the names, titles, organizational or corporate affiliation and the phone numbers of individuals who may be contacted as professional references.

11. Approach

The approach to performing the tasks set forth in the Scope of Work. Thoroughness and completeness of the proposal relative to the requirements. The understanding of the problem; details of the offering; how the Offeror plans to meet the requirements of this RFP.

Please describe the proposed approach to developing and implementing the TMB Mobility Project as described in the Scope of Work. Offerers should response to each individually-numbered scoring criterion listed on page 6 of this RFP.

12. Cost

The price for the proposal . Provide the fixed price to complete the required work described in the scope of work (Appendix A).

13. Warranty

Describe the warranty provided for the Editing and Modification of Delaware Hydrography Dataset Project developed pursuant to this contract.

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each bid package. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State Procurement Laws and regulations prior to submitting a proposal.



DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

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

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the contract number on the envelope.

**N.V. Raman
IT Manager
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL
CONTROL
89 Kings Hwy
Dover, DE 19901**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

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

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacturer of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **AWARD OF CONTRACT:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Natural Resources and Environmental Control.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise DNREC of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract by providing 60 days written notice to the vendor.

SECTION C – GENERAL INFORMATION

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BASIS OF AWARD:**

The Department of Technology and Information will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, 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, creed, color, sex, age, 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. 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, creed, color, sex, age, 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.

State of Delaware Minority and Women Business Enterprise Application

All completed applications must be returned with the appropriate requested documents listed.

Type or Print Clearly

If you require assistance completing this form call (302) 739-7834.

1. **Federal Employee Identification Number:** (EIN) _____

Social Security Number: (If no EIN) _____

2. **Name of Business** _____

Street Address of Business: (P.O. Box alone is not acceptable) _____

County: _____ City: _____ State: _____ Zip Code: _____

Business Telephone: _____ Business Fax: _____

Business E-mail: _____

3. **Contact Person:** _____ Title: _____

(Materials will be mailed in the name of the Contact Person to the Business Address)

Contact Telephone: _____ Fax: _____

4. **To qualify as a M/WBE, the business must be least 51% owned, controlled and actively managed by owners of one or more of the following ethnic groups:** (Indicate percent of ownership)

Minority Business Enterprise

Woman Business Enterprise

_____% Black

_____% Asian-Indian

_____% Native Hawaiian/Polynesian

_____% Hispanic

_____% American Indian

_____% Asian Pacific

_____% Other

5. **Legal Structure of Business:** (Check one)

Sole Proprietorship

Partnership

Corporation

LLC

Other _____

6. Describe in detail, what product(s) and/or services your firm provides. Attach additional pages and/or the company's catalog or inventory list, if needed.

7. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.logisticsworld.com)

1. _____ 2. _____ 3. _____ 4. _____

8. Type of business activity (suppliers must provide manufacturer's resale agreement(s):

- | | |
|---|---|
| <input type="checkbox"/> Building trade | <input type="checkbox"/> Manufacturer |
| <input type="checkbox"/> Consultant | <input type="checkbox"/> Supplier – stocking (attach summary) |
| <input type="checkbox"/> Generalized service | <input type="checkbox"/> Supplier – nonstocking |
| <input type="checkbox"/> Licensed professional services | <input type="checkbox"/> Other (explain): _____ |

9. Date firm was established: Year ____ Month ____ Day ____

10. Date current primary owner acquired controlling interest in firm: Year ____ Month ____ Day ____

11. Date incorporated (if firm is a corporation): Year ____ Month ____ Day ____

12. Dates of corporation amendments (if firm is a corporation): ____/____/____; ____/____/____

13. List the three largest or principal customers/accounts/contracts/projects:

Name of Company	Address, City, State	Phone/Fax
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

14. Is the Business certified as a M/W/BE with any other certifying agency?

No Yes

Name	Date Certified	Expiration Date
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

* Note: If you are certified through any other certifying entity, please enclose a copy of your certification and go to page 6. Complete page 6 and mail to our office for processing.

15. Identify persons or firms who provide Accounting, Legal and Banking services:

Accountant: _____ **Contact:** _____

Address: _____ **Phone:** _____

Attorney: _____ **Contact:** _____

Address: _____ **Phone:** _____

Bank: _____ **Contact:** _____

Address: _____ **Phone:** _____

16. If the business is a corporation or LLC, please list the following information:

a. Total shares authorized: _____

b. Total shares issued to date: _____

c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents?

No Yes *(If yes, please explain)*

17. List the current Board of Directors. (If additional space is required, submit an attached sheet)

Name	Title	Ethnicity	Gender	Appointment Date
a. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
b. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
c. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
d. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
e. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____

18. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

No Yes *(If yes, identity below)*

19. List names and titles of primary persons who perform the following functions:

Estimating: _____

Marketing & Sales: _____

Hiring/Firing: _____

Purchase of major items: _____

Office management and administration: _____

Financial: _____

20. Provide the following ownership information for all owners. (If additional space is required, attach additional sheets in the same format)

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: M F Ethnic Group: _____

Ownership is by: An Individual Person Other (*Describe Other*)

Date of Initial Ownership: _____ (YY/MM/DD)

% Ownership: _____ %

Number of Shares Owned: _____

U.S. Citizen: No Yes

21. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)

No Yes

DOCUMENT REQUEST CHECKLIST

- **To be sure you have provided all requested information, please mark “x” on the items you have submitted.**
- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the Certification process.**
- **Certification generally takes 4 to 6 weeks.**
- **An on-site visit.** *(The M/WBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received.)*

A. ALL BUSINESSES

- Birth Certificate or Green Card or Passport or Tribal Memberships, etc.
- Business Tax Returns for the past year. *(All tax returns will be returned after certification)*
- Relevant business licenses and permits.

B. Partnerships Only

- Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements.

C. Corporations and Limited Liability Corporations Only

- Articles of Incorporation with all amendments.
- Minutes of the last annual shareholders meeting.
- By-laws and By-law Amendments.
- Copy of most recent Stock Ledger.

State of Delaware Minority and Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

 Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware Statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the M/WBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the M/WBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner, Officer of Partner

Signature of Owner, Officer or Partner

Date (YYMMDD)

Title

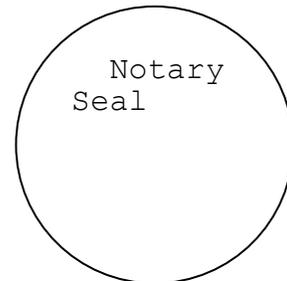
Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date (YYMMDD)



CERTIFICATION PROGRAM

PURPOSE:

To increase the opportunity for minority firms to sell their products and services to the State of Delaware. These tasks support the continued growth and vitality of businesses to ensure a level playing field.

CERTIFICATION APPLICATION

The following is the application for Minority and Women Business Enterprise (M/WBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

On page 5 is the checklist of specific documents pertinent to the business that must be submitted along with the application. Please include these documents to avoid processing delays. If you have additional documentation that will show your business is eligible for certification, attach it to your application.

The Affidavit on page 6 must be signed, notarized by a Notary Public and returned with the complete application.

Please be prepared to provide access to your business facilities and key personnel during the review.

Please return the completed application with signature and required notarization to the address below:

**Department of Administrative Services
Office of Minority and Women
Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901**

MINORITY AND WOMEN BUSINESS DEFINITION

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority group members who are United States citizens or persons lawfully admitted to the United States for permanent residence. The business must currently be performing a useful function. A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the state. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice. A minority group member is one of the following:

- a. **AMERICAN INDIAN** means a person who is enrolled as a member of federally recognized American Indian tribe or band, and who possesses documentation of at least one-fourth American Indian ancestry, and documentation of tribal recognition as an American Indian;
- b. **ASIAN-INDIAN** means a person whose ancestors originated in India, Pakistan or Bangladesh;
- c. **AFRICAN AMERICAN** means a person whose ancestors originated in any of the black racial groups of Africa;
- d. **HISPANIC** means a person of any race whose ancestors originated in Mexico, Puerto Rico, Cuba, Central America or South America or whose cultural origin is Spanish;
- e. **ASIAN-PACIFIC** means a person whose ancestors originated in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas;
- f. **NATIVE HAWAIIANS AND POLYNESIANS;**
- g. **ESKIMOS; and**
- h. **ALUETS.**

OWNERSHIP AND CONTROL

“Owned and controlled” means:

- A. A sole proprietorship legitimately owned by and individual who is a minority person;
- B. A corporation, a limited liability corporation, a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are legitimately held by minority persons, and in which at least 51 of the voting interests are legitimately held by minority person.
- The minority ownership; interest in the firm must be real, substantial and continuing. Such interest may include:
 - a. A risk of loss/share of profit commensurate with the proportional ownership;
 - b. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
- A minority owner must have and exercise the authority to independently control the business. The minority owner need not be continually present to be deemed in control. Characteristics of control may include:
- Authority to sign bids and contracts
 - a. Making decisions in price negotiations;
 - b. Incurring liabilities for the firm;
 - c. Making final staffing decisions;
 - d. Policy-making; and
 - e. Making general company management decisions.
- Only those firms performing a useful business function according to custom and practice in the industry are qualified as M/WBE. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a “useful business function according to custom and practice in the industry.”

The minority and women owners shall also possess the power to direct or cause the direction of the management and policies of the firm and make day-to-day as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions, which shall limit the customary discretion of the minority and women owners. There shall be no restrictions through, for example (through), by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.

If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as M/WBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those persons who have the ultimate power to hire and fire the managers, can, for the purpose of this definition be considered as controlling the business.

All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a M/WBE, shall be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.

The contributions of capital or expertise by the minority and women owners to acquire their interests in the firm shall be real and substantial.

BENEFITS:

Certified minority-owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated throughout all state and local government agencies.

ELIGIBILITY:

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- Belong to a minority group: Native American, Black, Hispanic, Asian Indian, Asian Pacific, Aleut, Eskimo or Native Hawaiian;
- At least 51 percent owned, controlled and actively managed by minority group members or by women;
- Serving a “useful business function” and have customers other than the State of Delaware.

HOW TO APPLY:

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-7834.
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc....)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:

Department of Administrative Services
Office of Minority and Women Business
Enterprise
Margaret O'Neill Building
410 Federal Street, Suite1
Dover, DE 19901
(302) 739-7834
<http://www.state.de.us/omwbe>

State of Delaware Vendor Registration Forms

Upon completion of the certification forms for the Office of Minority and Women Business Enterprise, we would also like to offer you an additional option. This option is the registration of your business through the Division of Support Services (Contract Section), Vendor Registration Directory as a first step in doing business with the state. The Vendor Registration will enable you to be placed on a mailing list and receive all bid notices that pertain to your specific business area. This is a free service. As a minority and/or women owned business enterprise this option will allow you to get first hand information on the state bidding process. Even if you chose not to become certified through the Office of Minority and Women Business Enterprise you can register through the Division of Support Services Vendor Registration process; however you must fill out the first page of the certification form.

When completing the Division of Support Services Vendor Registration Information:

1. You must download the Vendor Registration forms and after each item that pertains to your organization place an **X**.
2. You will then mail the forms back to our office at the address listed below. Your company or firm will then be entered into a database at the Division of Support Services and you will receive periodic mailings/emails notifying your organization of a bid notice for you particular product or service.

Mail your information to:

Department of Administrative Services
Attention: Office of Minority and Women Business Enterprise
Margaret O'Neill Building
410 Federal Street
Dover, DE 19901

If you should have any questions or need assistance in filling out the attached forms, please feel free to call the office at (302) 739-7834.