



State of Delaware

Department of Natural Resources and Environmental Control

Request for Proposal For Professional Services

**Contract No. DNREC-08-01-TMB
Mobile Forms for Electronic Inspection Software
TMB Mobility Proposal**

June 29, 2008

Deadline to respond August 27, 2008, 1:00 pm

TABLE OF CONTENTS

SECTION 1 OVERVIEW	1
<i>Subsection 1.1</i>	1
<i>Subsection 1.2</i>	1
<i>Subsection 1.3</i>	1
SECTION 2 SCOPE OF SERVICES	2
SECTION 3 PROPOSAL PROCEDURES	2
<i>Subsection 3.1 Proposals</i>	2
<i>Subsection 3.2 Modifications</i>	2
<i>Subsection 3.3 Other</i>	3
<i>Subsection 3.3.1 Addenda to the RFP</i>	3
<i>Subsection 3.3.2 Incurred Expenses</i>	3
<i>Subsection 3.3.3 Economy of Preparation</i>	3
<i>Subsection 3.3.4 Right to Reject Proposals/Waive or Correct Minor Irregularities</i>	3
<i>Subsection 3.3.5 Questions</i>	3
<i>Subsection 3.4 Order of Documents in the Vendor Proposal</i>	4
SECTION 4 REQUIRED INFORMATION	4
<i>Subsection 4.1 Minimum Requirements as required in this RFP</i>	4
SECTION 5 EVALUATION PROCESS	4
<i>Subsection 5.1 Contract Review Committee</i>	4
<i>Subsection 5.2 Proposal Selection Criteria</i>	4
SECTION 6 CONTRACT TERMS AND CONDITIONS	6
<i>Subsection 6.1 Contract Term</i>	6
<i>Subsection 6.2 Non-Appropriation (Funding Out)</i>	6
<i>Subsection 6.3 Notice</i>	7
<i>Subsection 6.4 Formal Contract and Purchase Order</i>	7
<i>Subsection 6.5 Indemnification</i>	7
<i>Subsection 6.6 Complying with Laws</i>	7
<i>Subsection 6.7 Insurance</i>	8
<i>Subsection 6.8 Non-Discrimination</i>	9
<i>Subsection 6.9 Covenant against Contingent Fees</i>	9
<i>Subsection 6.10 Contract Documents</i>	10
<i>Subsection 6.11 Applicable Law</i>	10
<i>Subsection 6.12 Scope of Agreement</i>	10
SECTION 7 ADDITIONAL TERMS AND CONDITIONS	10
<i>Subsection 7.1 Non-Collusion Statement</i>	10
<i>Subsection 7.2 Security</i>	10

<i>Subsection 7.3 Confidentiality and Data Integrity</i>	11
<i>Subsection 7.4 Prices</i>	11
<i>Subsection 7.5 Surety Requirement</i>	11
<i>Subsection 7.6 State of Delaware Business License</i>	11
<i>Subsection 7.7 Force Majeure</i>	12
<i>Subsection 7.8 Exceptions</i>	12
<i>Subsection 7.9 Contract Usage Report</i>	12
<i>Subsection 7.10 Business References</i>	12
<i>Subsection 7.11 Billing</i>	13
<i>Subsection 7.12 Payment</i>	13
<i>Subsection 7.13 Schedules for Performance of Work</i>	13
<i>Subsection 7.14 Time of Performance</i>	13
<i>Subsection 7.15 Contractor Responsibility</i>	13
<i>Subsection 7.16 Contractor Personnel</i>	14
<i>Subsection 7.17 Termination of P.O.'s</i>	14
<i>Subsection 7.18 Changes</i>	15
<i>Subsection 7.19 Interest of Contractor</i>	15
<i>Subsection 7.20 Publication, Reproduction and Use of Material</i>	15
<i>Subsection 7.21 Rights and Obligations</i>	15
<i>Subsection 7.22 Affirmation</i>	15
<i>Subsection 7.23 Audit Access to Records</i>	15
<i>Subsection 7.24 Termination of Contract</i>	16
<i>Subsection 7.25 Remedies</i>	16
<i>Subsection 7.26 Amendments</i>	17
<i>Subsection 7.27 Subcontracts</i>	17
<i>Subsection 7.28 Agency's Responsibilities</i>	17
<i>Subsection 7.29 Confidentiality</i>	17
<i>Subsection 7.30 Assignment</i>	17
<i>Subsection 7.31 News Releases</i>	17
<i>Subsection 7.32 Future Benefits</i>	18
<i>Subsection 7.33 Copyright and Patent Rights</i>	18
<i>Subsection 7.34 Standard Practices</i>	18
<i>Subsection 7.35 Custom Software</i>	18
<i>Subsection 7.36 Source Code</i>	19

APPENDIX A	20
APPENDIX B	24
APPENDIX C	25
NO PROPOSAL REPLY FORM	27
NON-COLLUSION STATEMENT	28
CONTRACTOR CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT	29
PROPOSAL REPLY SECTION	30
DEFINITIONS AND GENERAL PROVISIONS.....	32
DEFINITIONS	33
SECTION A – GENERAL PROVISIONS	35

SECTION B – AWARD AND EXECUTION OF CONTRACT 38
SECTION C – GENERAL INFORMATION 40
SECTION D – EQUAL OPPORTUNITIES..... 42



REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Contract Number: DNREC 08-01-TMB

Mobile Form Proposal to Support TMB Inspection Program

ISSUED BY

THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

1. Overview

1.1 The Department of Natural Resources and Environmental Control (DNREC) seeks to contract for computer software design and development to support inspection services provided by the Tank Management Branch. 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: June 29, 2008
Deadline for questions from potential bidders	Date: July 29, 2008
Response to all questions	Date: August 5, 2008
Deadline for Receipt of Proposals	Date: August 27, 2008, 1:00 pm EDT
Proposal Presentation	Date: September 15-26, 2008
Notification of Award	Date: October 10, 2008
Contract Start	Date: November 10, 2008
Project Completion	Date: April 30, 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 # 08-01-TMB, Mobility RFP Proposal. 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:**

**Alex Rittberg, CHMM
Environmental Program Manager
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL
CONTROL
TANK MANAGEMENT BRANCH
391 LUKENS DRIVE
NEW CASTLE, DE 19720**

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, August 27, 2008. 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.

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 to all contractors known to have received a copy of the RFP. 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 straightforward, 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 Alex.Rittberg@state.de.us only, no later than July 29, 2008, 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://gss.omb.delaware.gov/bids.shtml>.

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 28 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 that will be using the mobile forms software or working on integration issues associated with incorporating the mobile forms software into DNREC's Environmental Navigator Database. 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 shall interview at least one of the qualified firms. 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 Criteria		
		POINTS
1.	The qualifications and experience of the persons assigned to work on and to manage the project.	20
2.	The corporate profile, including experience, resources, financial stability, years in business, and references.	15
3.	The ability to perform the work in a timely manner as demonstrated by their proposed commitment of management, personnel and other resources to similar projects and project management experience. The proposal should include a proposed project schedule listing all project-related tasks and the expected timeframes and deadlines for their completion.	25
4.	The understanding of the scope of the RFP and the appropriateness of the solution offered.	40
5.	The development platforms used in the offered solution.	20
6.	Previous work done designing and integrating mobile forms	25
7.	Previous work done in the area of underground storage tanks, and a demonstration of knowledge about these systems.	25
8.	The price for the proposal.	30

9.	Presentation to DNREC staff located in New Castle, DE of the company's abilities and of the proposed solution. (To be scheduled after the opening date.)	10
TOTAL SCORE		210

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 **November 10, 2008 through December 31, 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:

Alex Rittberg, CHMM
Environmental Program Manager
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL
CONTROL
TANK MANAGEMENT BRANCH
391 LUKENS DRIVE
NEW CASTLE DE 19720

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:

**Branch Manager
Contract No. DNREC-08-01-TMB
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
TANK MANAGEMENT BRANCH
391 LUKENS DRIVE
NEW CASTLE DE 19720**

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

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 Branch Manager, Tank Management Branch. 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. 08-001-TMB
TMB MOBILITY PROJECT - DNREC
REQUEST FOR PROPOSAL

Appendix A

Scope of Work

Introduction:

DNREC has embarked on developing a mobile forms platform. This platform will be used by TMB staff performing compliance inspections to allow them to electronically store information when out in the field. This will replace the current pen and paper system currently used.

This new system will incorporate four general categories:

1. The Mobile Form

The core component of the TMB Mobility project is an electronic form to replace the current paper version. A blank paper form is included for reference in Appendix B. The form must be able to run on a personal digital assistant (PDA), tablet PC, laptop PC, or similar. Free form text should be limited. Most answers will be stock answers. Space for comments should be allowed. PDAs would run Windows Mobile 5 or 6, while tablet or laptop PCs would run Windows XP. The form development platform should be Visual Studio 2005, VB.Net, and ASP.Net. At this time, the TMB is most interested in using PDA devices, but will consider other cost-effective electronic solutions.

2. Integration into DEN

DNREC utilizes an environmental information system called the Delaware Environmental Navigator (DEN) to centrally manage core environmental information across multiple disciplines and programmatic interests. DEN is web-based and has been developed on the Wintel platform using IIS, SQL Server 2005, VB.NET, and ASP.NET. Report generation is performed using SSRS.

The mobile forms platform developed for the TMB Mobility Project must have the ability to sync to the corporate network from the form software. Users will download base data from DEN onto a form prior to traveling to the job site. Upon returning to the office, all inspection data collected in the mobile form will be uploaded to DEN. No wireless connectivity is required for uploading and downloading data.

A DNREC Office of Information Technology (OIT) programmer will be assigned to work with the contractor to integrate existing procedures used to retrieve and load

data. This would also include developing new procedures where needed.

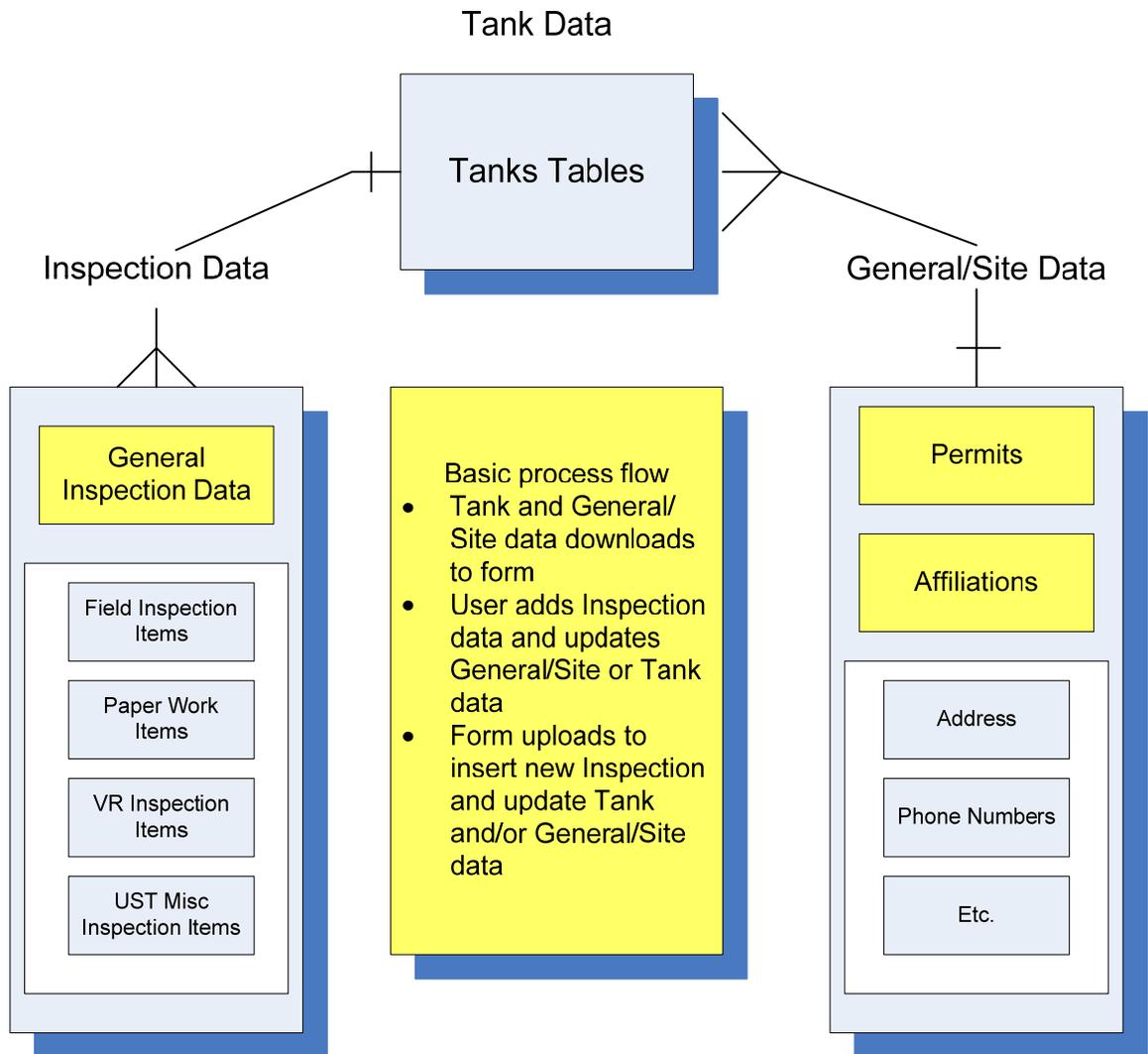
3. Report Generation

The TMB will require the generation of a violation letter as part of the electronic inspection process. The draft violation letter must be editable in Word 2003, and should be approximately 85% complete prior to user modification. The violations generated by the report will be based on the completed mobile form and TMB business logic. It must include owner and facility information (name, address, facility ID, etc.), violations and their corrective actions, salutation, and signature. Please review Appendix C for a sample letter.

4. Future Expansion

The TMB must have the ability to, with the support of its OIT staff, develop new forms and reports in house, based upon the completed forms and including the integration of new forms for uploading data to or downloading data from DEN.

Simplified Entity Relationship Diagram (ERD) for UST Data in DEN



Goals of this RFP:

The purpose of this RFP is to hire a vendor to design, develop, and implement a mobile forms platform. This platform will be used by TMB staff performing compliance inspections to allow them to electronically store information when out in the field. This will replace the pen and paper system currently used.

Ownership of Source Code:

DNREC will be the owner of all the source code of projects developed under this RFP.

Implementation and Acceptance of the Project:

Any project developed under this RFP will have an implementation and acceptance period. The project will not be deemed complete until accepted by DNREC.

Payment:

All payments for projects developed will be linked deliverables. The deliverables and schedules shall be included in the proposal submitted for each project. All invoices should reference the deliverable the invoice pertains to.

Project Management:

The TMB Mobility Project will be managed by DNREC. The Project Manager will be Alex Rittberg, Branch Manager, DNREC-TMB. The information technology technical contact will be Randy Bunch, Senior Application Support Specialist. The underground storage tank technical contact will be Rebecca Keyser, Environmental Scientist.

CONTRACT NO. 08-001-TMB
TMB MOBILITY PROJECT - DNREC
REQUEST FOR PROPOSAL

Appendix B

Paper Inspection Form



UST FIELD INSPECTION WORK FORM

FC: 02A

Tank Management
Branch
For Internal Use Only

Facility ID#: _____ Inspector: _____ Hydro: _____ 24 hr. Facility: Y / N Fees Current: Y / N Date: _____
 Facility Name: _____ Contact Name: _____
 Facility Address: _____ Facility Phone: _____
 Owner/ Operator Trained: Y / N Name of Trainee: _____ Date Trained: _____

UST INFORMATION FROM FIELD

Tank #	Capacity/ Product	Status- In Use/ OOS	Tank Type - Material ¹ / DW or SW	Install Date	Type of UST sump ²	Make / Model Sump	Anything in sump ³	Sump sensor	Pipe type material ⁴ / Sec. op ⁵	Piping Manuf.	(P)ressurized, (S)afe or (U).S. suction	LLD (M)echanical/ (E)lectronic/ (N)one	Brand/ Model LLD
1	/		/				A / B / C / D	Y / N	/		P / S / U	M / E / N	
2	/		/				A / B / C / D	Y / N	/		P / S / U	M / E / N	
3	/		/				A / B / C / D	Y / N	/		P / S / U	M / E / N	
4	/		/				A / B / C / D	Y / N	/		P / S / U	M / E / N	
5	/		/				A / B / C / D	Y / N	/		P / S / U	M / E / N	
6	/		/				A / B / C / D	Y / N	/		P / S / U	M / E / N	

Comments/ Evidence of Release at Facility (Source?)?:

1- TANK MATERIAL

- A. FRP
- B. Cathodically protected steel
- C. Composite (steel w/ Poly)
- D. Composite (steel w/ FRP)
- E. Epoxy coated steel
- F. FRP Tank Jacket
- G. Polyethylene Tank Jacket
- H. Asphalt coated or bare steel
- I. Other (specify)

2- SUMP TYPE

- A. Plastic/ Fiberglass (contained)
- B. Wood/ Plastic/ Steel (non contained)
- C. No Sump/ Dirt
- D. Other (specify)

3- CONTAINS

- A. Water
- B. Product
- C. Debris
- D. Nothing

4- PIPING MATERIAL

- A. Flexible Plastic
- B. FRP
- C. Cathodically Protected
- D. Galvanized steel
- E. Asphalt coated
- F. Copper
- G. Other (specify)
- H. No piping

5- PIPE SECONDARY OP.

- A. Single Wall
- B. Double Walled
- C. Secondary containment
- D. PVC/ Plastic as Sec. con.
- E. None

Tank #	Fill spill Cont.?	Apprx. Vol. (gal.)	Anything in spill ³	Overfill ⁶	Fill line size labeled?	Fill line product labeled?	Dry break?	Dry break tight?	Painted orange?	VR spill cont.?	VR swivel?	CP ⁷	CP test station	Flexes isolated/CP?	Lined tank?
1	Y/N		A/B/C/D	A/B/C/D	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	A/B/C	Y/N	Y/N	Y/N
2	Y/N		A/B/C/D	A/B/C/D	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	A/B/C	Y/N	Y/N	Y/N
3	Y/N		A/B/C/D	A/B/C/D	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	A/B/C	Y/N	Y/N	Y/N
4	Y/N		A/B/C/D	A/B/C/D	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	A/B/C	Y/N	Y/N	Y/N
5	Y/N		A/B/C/D	A/B/C/D	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	A/B/C	Y/N	Y/N	Y/N
6	Y/N		A/B/C/D	A/B/C/D	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	A/B/C	Y/N	Y/N	Y/N

Comments:

Dispenser #	VR 1-800 # posted	Break-away in good cond.?	Boots in good cond.?	Product hoses in good cond.?	Vapor shear valve installed correct?	Product shear valve installed correct?	Type of sump ²	Make/Model Sump	Anything in sump ³	Sump sensors? (yes or no)	Flexes isolated / CPed?	Monitoring wells free of product?
	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N			A/B/C/D	Y/N	Y/N	Y/N

If not up to requirements, list dispenser number and comments below:

Are vents manifolded Above Ground? Y/N Vents: P/V valves where required? Y/N Set at 3 and 8 where required? Y/N
 Rubber Hose under Dispenser? Y/N

2- SUMP TYPE

- A. Plastic/ Fiberglass (contained)
- B. Wood/ Plastic/ Steel (non contained)
- C. No Sump/ Dirt
- D. Other (specify)

3- CONTAINS

- A. Water
- B. Product
- C. Debris
- D. Nothing

6- OVERFILL PROTECTION

- A. Alarm- high level
- B. Ball float
- C. Flapper valve
- D. None

7- CORROSION PROTECTION

- A. Anodes- sacrificial CP
- B. Impressed current CP
- C. Not applicable

Tank #	VR spill cont. product tight?	Date passed	Tank sump liquid tight	Date passed	Disp. Sump liquid tight	Date passed	Spill bucket product tight	Date passed	Sump sensors passed w/in last 12 mos..	Int. monitoring equip. passed w/ in last 12 mos.
1	Y / N		Y / N		Y / N		Y / N		Y / N	Y / N
2	Y / N		Y / N		Y / N		Y / N		Y / N	Y / N
3	Y / N		Y / N		Y / N		Y / N		Y / N	Y / N
4	Y / N		Y / N		Y / N		Y / N		Y / N	Y / N
5	Y / N		Y / N		Y / N		Y / N		Y / N	Y / N
6	Y / N		Y / N		Y / N		Y / N		Y / N	Y / N

30 Day Walk Around Inspection Checklist? Y / N

Interstitial monitoring Equipment 30- day Inspection? Y / N

Corrosion Protection (CP)

Impressed Current 30 day Rectifier Log Complete? Y / N / n/a

Corrosion Protection Annual Survey? Y / N / n/a

Date of Internal Lining: _____ Internal Inspection Records on Site? Y / N

ATG Functionality/ Operability Test Every 12 months? Y / N / n/a

FR Current? Y / N Mechanism: _____

Photographs on F:\UST\PHOTOS ?: Y / N

Comments:

CONTRACT NO. 08-001-TMB
TMB MOBILITY PROJECT - DNREC
REQUEST FOR PROPOSAL

Appendix C

Template *Request for Information* Letter

In accordance with the VR Regulations, Section 6.2, “the Department may suspend or revoke an operating permit for violation of any permit condition or violation of this or any other applicable rule or regulation of the Department or any law administered by the Department and may take such action as it deems necessary.”

Should you refuse to submit the requested information and refuse to comply with Ch. 60, Ch. 74, the UST Regulations, and the VR Regulations within the specified time periods, the Department may find it necessary to take enforcement actions to ensure compliance. Pursuant to 7 Del.C., §7411, the Respondent may be liable for civil penalties up to \$25,000.00 for each day that the violations continue. Additionally, the Department may prohibit delivery of petroleum products to the UST systems pursuant to Part A, Section 9. of the UST Regulations.

If you have any questions, please contact me at (302) 395-2500.

Sincerely,

[name]
Environmental Scientist
Tank Management Branch

nn:nnn\nnn
nnn200x-xxx

pc: [DEN data entry], DNREC-TMB

STATE OF DELAWARE
Department of Natural Resources and Environmental Control

PROPOSAL REPLY SECTION

CONTRACT NO. 08-001-TMB

TMB MOBILITY PROJECT - DNREC

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

**Alex Rittberg, CHMM
Environmental Program Manager
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
TANK MANAGEMENT BRANCH
391 LUKENS DRIVE
NEW CASTLE, DE 19720**

by 1:00 p.m., Wednesday, August 27, 2008, 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.: 08-001-TMB
TITLE: TMB MOBILITY PROJECT - DNREC
OPENING DATE: August 13, 2008

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 _____

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

[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 TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

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

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

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

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

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

Contractor or Employee Signature: _____

Contractor Name: _____

Date: _____

CONTRACT NO. 08-001-TMB
TMB MOBILITY PROJECT - DNREC
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 TMB Mobility Project developed pursuant to this contract.

14. Presentation

Offerers submitting a proposal will be provided the opportunity to make a presentation to technical staff of the DNREC-TMB after the bids are opened and the proposals are reviewed. Scheduling will take place during September 2-12, 2008. Presentations will be made during September 15-26, 2008. Only those Offerers who have submitted a hard copy proposal will be scheduled. Each Offerer will be permitted one hour in which to make their presentation, including any associated demonstration or question and answer period.

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.

**Alex Rittberg, CHMM
Environmental Program Manager
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL
CONTROL
TANK MANAGEMENT BRANCH
391 LUKENS DRIVE
NEW CASTLE, DE 19720**

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 _____

12/30/02 DRR

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):

_____ Building trade	_____ Manufacturer
_____ Consultant	_____ Supplier – stocking (attach summary)
_____ Generalized service	_____ Supplier – nonstocking
_____ Licensed professional services	_____ 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 or Partner

Signature of Owner, Officer or Partner

Date (YYMMDD)

Title

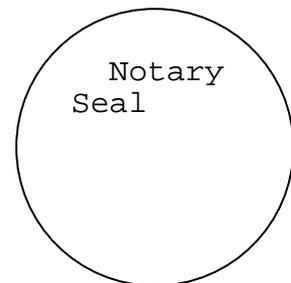
Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

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, Suite 1
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.