



STATE OF DELAWARE  
**Department of Natural Resources  
And Environmental Control**

August 24, 2018

ISSUED BY: **Robert Zimmerman**  
**DNREC, Chief Operating Officer**  
**302-739-9000**

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. NAT 18011 – ePermitting**  
**Electronic Licensing, Permitting, Registration and Enforcement,**  
**NAT18011-ePERMITTING**

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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

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Each contractor's contract shall be valid for one year (1) year period from August 27, 2018 through August 26, 2019. Each contract may be renewed for up to two (2) one (1) year periods through negotiation between the contractor and Department of Natural Resources and Environmental Control. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**2. VENDORS**

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NAT18011 - ePermitting Vanguard Direct Inc. 1500 John F. Kennedy Boulevard Suite 1050 Philadelphia, PA 19102 POC: John F. Incollingo, Jr. PH: 267 468-0211 x612 EM: jfi@hellovanguard.com	NAT18011 - ePermitting Windsor Solutions Inc. 4386 SW Macadam Ave. Suite 101 Portland, OR 97239 POC: Craig Austin PH: 503-675-7833, x 215 EM: craig_austin@windsorsolutions.com
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**3. SCOPE OF WORK**

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Vendors will work with Agency leadership on the specific DNREC process ePermitting design and development needs. The needs of any Agency utilizing contract NAT18011-ePermitting will depend on their specific situation and business processes in need of review, which will be documented by Project Task Orders.

**4. PRICING**

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Delaware will pay VENDOR for the performance of services described in the Statement of Work and associated quote. The fee will be paid in accordance with the payment schedule outlined in the contract and associated documents.

**ADDITIONAL TERMS AND CONDITIONS**

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**5. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**6. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. The State of Delaware will not incur any fees until the Purchase Orders received by the Vendor.

**7. FUNDING OUT CLAUSE:**

"If sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or state agency, to sustain in whole or in part the Department of Natural Resources And Environmental Control's performance under this agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this agreement shall be null and void at the insistence of the Department of Natural Resources And Environmental Control.

**8. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Delaware's Department of Natural Resources And Environmental Control to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**9. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT18011-ePermitting on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**10. REQUIREMENTS**

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

**11. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market

products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

### **13. FORCE MAJEURE**

Neither the contractor nor the ordering agency 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.

### **14. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.