State of Delaware

Aluminum Sheet Piling and Related Components

Invitation to Bid
Contract No. 11-001-Aluminum Piling

September 1, 2010

- Deadline to Respond -
September 30, 2010
9:00 AM EST

CONTRACT NO. 11-001-ALUMINUM PILING

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for **a materials only contract for aluminum sheet piling and related materials for the Division of Fish and Wildlife to replace bulkheading on several state owned sites.**

The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. 11-001-ALUMINUM PILING

1 DEFINITIONS and GENERAL PROVISIONS
2 SPECIAL PROVISIONS and SPECIFICATIONS
3 BID QUOTATION REPLY SECTION
A - NO BID REPLY FORM
B - BID BOND
C - NON-COLLUSION STATEMENT AND ACCEPTANCE
D - QUOTATION SUMMARY
E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, 11-001-ALUMINUM PILING by 9:00 AM EST on September 30, 2010.

Bids shall be submitted to:

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL
DIVISION OF FISH & WILDLIFE
89 KINGS HIGHWAY
DOVER, DELAWARE 19901
ATTENTION: EUGENE L. GERARDI, JR.

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call Eugene L. Gerardi, Jr. at 302-739-6130 or Karen Kennedy at 302-739-9912.

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DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL
DIVISION OF FISH & WILDLIFE

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. 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 bid.

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: 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 its acceptable performance of the work for which it 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 the bidder.

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 its 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 its 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 itself 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 its proposal a guaranty in sum equal to at least 10% of the total value of its 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 bid number on the envelope.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL
DIVISION OF FISH & WILDLIFE
89 KINGS HIGHWAY
DOVER, DELAWARE 19901
ATTENTION: KAREN KENNEDY

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 its 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. **PUBLIC INSPECTION OF PROPOSALS**:

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **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 its 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, interlineation, 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 manufacture 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. **CONTRACT AWARD**:

   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, its 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, DIVISION OF FISH & WILDLIFE acting for all participating agencies.

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 bidder's shall be required to advise the DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE 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 at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE**:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State 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 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.

SECTION C - GENERAL

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 itself or by its 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 its 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 its exemption into account in calculating its bid for its 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. **BID EVALUATION AND AWARD**:

The DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE 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 OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE 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.

Revised 7/1/2009

CONTRACT NO. 11-001-ALUMINUM PILING
ALUMINUM SHEET PILING AND RELATED MATERIALS
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS**:

This contract will be issued to cover the purchase of approximately 7,500 linear feet of marine grade Aluminum sheet piling and related materials for the installation of shoreline bulk heading. Amounts could increase or decrease based on the Division's need for this product on future projects. Prices of all materials should be based on linier feet. Actual lengths of sheeting will be based on individual project requirements. Successful bidder must also provide and include in the total bid a person or persons to provide onsite technical advice for the proper use and installation of their product at the request of the Division of Fish & Wildlife.

2. **CONTRACT PERIOD**:

Each vendor's contract shall be valid for a period of one (1) year, from September 30, 2010 through September 30, 2011 or from the actual date of the contract award through September 30, 2011. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and the Delaware Department of Natural Resources & Environmental Control, Division of Fish & Wildlife. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. **PRICES**:

Prices shall remain firm for the term of the contract.

4. **MOST-FAVORED CUSTOMER**:

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

5. **PRICE ADJUSTMENT**:

If agreement is reached to extend this contract for the second, optional year, the Division of Fish & Wildlife shall have the option of offering a determined price adjustment to be based on the Aluminum Spot – Ingot price on the first day of the month in which negotiations are to take place. The Division of Fish & Wildlife shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

6. **SHIPPING TERMS**:

F.O.B. destination; freight pre-paid. Orders placed by the State of Delaware will be based on truck load quantities whenever possible to maximize cost saving. Loads may be requested to be delivered in all three Delaware Counties at the same per foot prices quoted in the ITB.

7. **QUANTITIES**:

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

8. **FUNDING OUT**:

The continuation of this contract is contingent upon funding appropriated by the legislature.

9. **BID BOND REQUIREMENT**:

A. Each bidder shall furnish a bond to the State of Delaware for the benefit of the DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to the DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

B. Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT**:

A. Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee 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. If the DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in the DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE Bond Form.

B. Performance Bond Waived

11. **MANDATORY INSURANCE REQUIREMENTS**:

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product 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.

or

d. Product Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

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

Administrator, Eugene L. Gerardi, Jr.
Contract No. 11-001-ALUMINUM PILING
State of Delaware
89 Kings Highway
Dover, Delaware 19901

Note: The State of Delaware shall not be named as an additional insured.

B. Certificate of Insurance Waived.

12. **BASIS OF AWARD**:

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

13. **STATE OF DELAWARE BUSINESS LICENSE**:

Prior to receiving an award, the successful vendor shall either furnish DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE 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) 577-8201 - 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.

14. **HOLD HARMLESS**:

The successful bidder 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 successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

15. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

16. **NON-PERFORMANCE**:

In the event the vendor 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 vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

17. **FORCE MAJEURE**:

Neither the vendor 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.

18. **CONTRACTOR NON-ENTITLEMENT**:

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS**:

Bidders may elect to take minor exception to the terms and conditions of this ITB. DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE shall evaluate each exception according to the intent of the terms and conditions contained herein, but DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

20. **MANDATORY USAGE REPORT**:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory 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 mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

The report shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code.

Format of Report

State of Delaware
Monthly Usage Report

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	**Report Start Date:**				
Contact Name:					**Report End Date:**				
Contact Phone:					**Today's Date:**				
Agency Name or School District	**Division or Name of School**	**Budget Code**	UNSPSC	**Item Description**	**Contract Item Number**	**Unit of Measure**	**Qty**	**Contract Proposal Price/Rate**	**Total Spend**
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Insert Information. It shall contain the six-digit department and organization code for each agency and school district.

21. **BUSINESS REFERENCES**:

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

22. **ORDERING PROCEDURE**:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. 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.

23. **BILLING**:

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

24. **PAYMENT**:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. 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.

25. **PRODUCT SUBSTITUTION**:

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

26. **BID/CONTRACT EXECUTION**:

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: http://accounting.delaware.gov .

27. **CONTRACTOR RESPONSIBILITY**:

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

28. **PERSONNEL**:

a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.

b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

29. **LIFE CYCLE COSTING**:

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

30. **ENERGY STAR PRODUCTS**:

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

31. **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 at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

32. **TERMINATION FOR CAUSE**:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State 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 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.

33. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT**:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

34. **ELECTRONIC CATALOG**:

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

TECHNICAL SPECIFICATIONS

See Attachments

ATTACHMENT

TECHNICAL SPECIFICATIONS

ALUMINUM SHEET PILING & RELATED MATERIALS

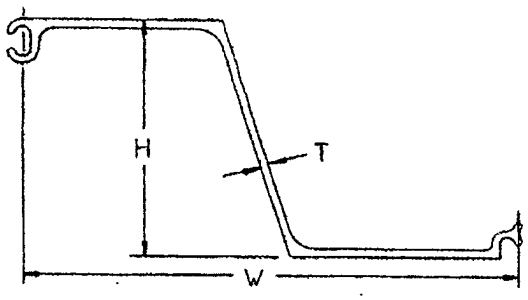
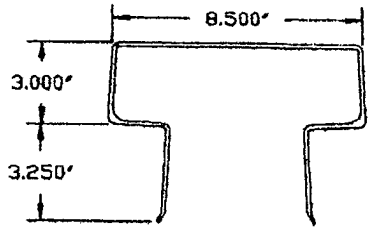
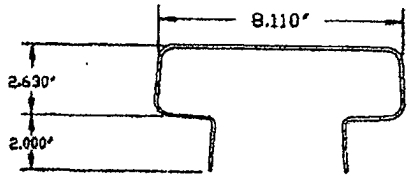


FIGURE C-1
Sheet Pile Sections

SECTION PROPERTIES PER LINEAL FOOT OF WALL						
TYPE	H INCHES	W INCHES	T INCHES	MOMENT INERTIA INCHES^4	SECTION MODULUS INCHES^3	MOMENT CAPACITY FOOT-LBS
PZM-16	4.000	12.000	0.145/0.160	7.420	3.710	6025



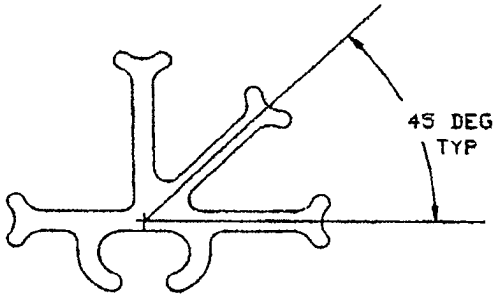
CAP SECTION SC-9



CAP INSERT SC-10

MOMENT OF INERTIA = 31.74 INCHES^4
SECTION MODULUS = 7.46 INCHES^3
ALLOWABLE MOMENT CAPACITY = 12125 FOOT-LBS

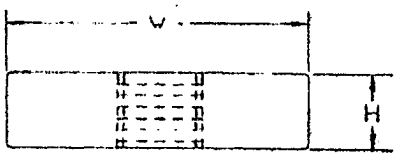
FIGURE C-2
Cap Sections



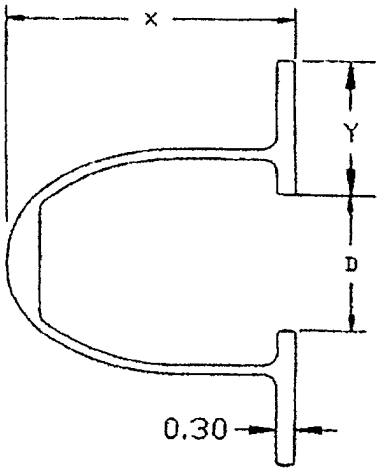
MULTIPURPOSE CORNER

FIGURE C-9
WB-1 Wale Sections

PARABOLIC WALE SECTIONS



WALE NUT



WALE SECTION

ITEM	WB-2
Y	2.69
X	6.04
D	2.44
W	4.18
H	1.25
S	8.22
M	13015
I	24.90
R	1-1/2

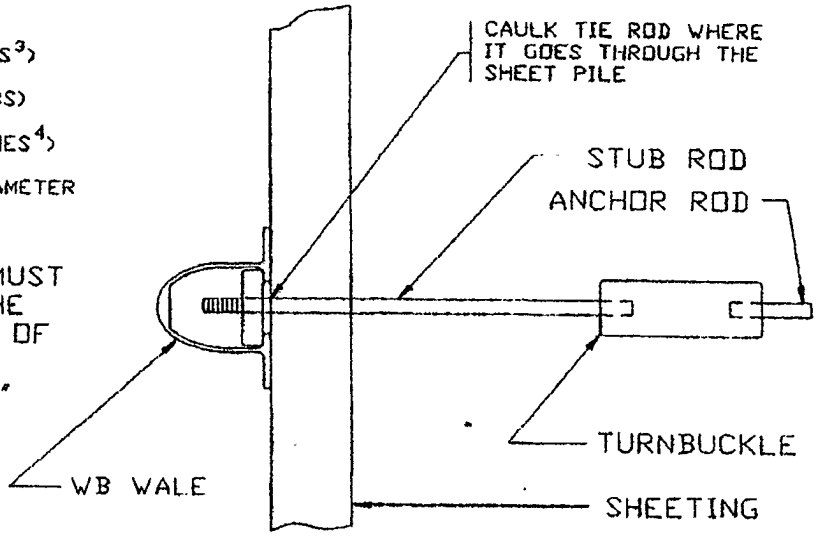
S = SECTION MODULUS (INCHES^3)

M = MOMENT CAPACITY (FT-LBS)

I = MOMENT OF INERTIA (INCHES^4)

R = MAXIMUM ANCHOR ROD DIAMETER

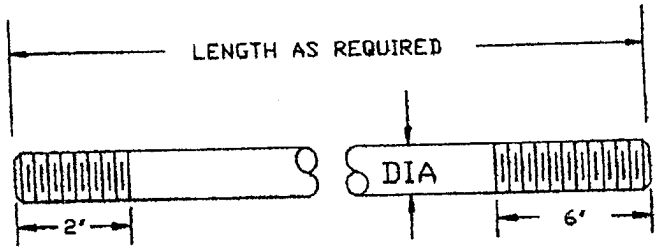
NOTE: THE TIE ROD MUST BE LOCATED ON THE WATER SIDE "PAN" OF THE SHEET PILE - NOT IN A "VALLEY"



CROSS SECTION VIEW

1. CORRUGATIONS IN SHEETING RUN PARALLEL TO HEIGHT.
2. BACKING BEAMS ARE WELDED TO THE SHEETING.
3. CAPACITIES ARE CONTROLLED BY ROD SIZE, BACKING BEAM(S) OR THE SHEETING PROPERTIES.
4. SMALLER RODS MAY BE USED WITH LARGER PLATES BY GIVING NOTICE BEFORE FABRICATION.
5. PLATE WASHERS USED ON DMA-8 AND LARGER.

ANCHOR PLATES



DIAMETER & THREAD SIZE	MAXIMUM STANDARD LENGTH	ROOT AREA (INCHES^2)	MAXIMUM PULL POUNDS
3/4 - 10	20 FT	0.334	6340
7/8 - 9	30 FT	0.462	8770
1 - 8	30 FT	0.606	11510

NOTES:

1. THREADS ARE UNC SERIES 2A.
2. NUTS ARE ALUMINUM ASSOCIATION STANDARD CLASS 2B FREE FIT.
3. STAINLESS STEEL NUTS OF THE SAME DIAMETER MAY BE SUBSTITUTED.
4. ROD LENGTHS VARY IN 2 FOOT INCREMENTS.
5. SPECIAL LENGTHS OF RODS ARE SUBJECT TO INQUIRY.
6. SHORTER OR LONGER THREADING ON THE ENDS OF THE TIE RODS CAN BE ACCOMPLISHED BY REQUESTING IT PRIOR TO FABRICATION.

ANCHOR RODS

TABLE II
Alloy 6061-T6

Diameter (inches)	Minimum Tensile Strength (psi)	Elongation in 2 inches or 4 x dia. Minimum Percent
0.125 to 8.000	42000	10

4. ALTERNATE SHEETING, CAP INSERT, CORNER EXTRUSIONS

Alternate anchor sheeting sections and any alternate sheet piling sections specified by the engineer, cap inserts and corner joints shall be furnished in aluminum alloy 6063-T6. The chemical composition shall conform to ASTM designation B 221 alloy 6063-T6, shown in Table IV. The mechanical properties as given in Table III below shall be met.

TABLE III
Alloy 6063-T6

Thickness (inches)	Minimum Tensile Strength (psi) Ultimate	Yield	Elongation in 2 inches Percent	Minimum
Through 0.125	30000	25000	8	
0.125 - 1.000	30000	25000	10	

5. ANCHOR PLATES

The anchor plates shall be fabricated from sheeting and backing beams as required in the plans. Fo the specification on backing beams, see 2 above, and for sheeting see 2 or 4 above.

6. FIELD INSPECTION AND ACCEPTANCE OF PARTS

The field inspection shall be made by the Engineer, who shall be furnished by the manufacturer o all the wall parts, an itemized statement of the number and size of the parts in each shipment. Eac part included in a shipment shall meet fully the requirements of these specifications.

7. METHODS OF TESTING

Unless otherwise provided, chemical analysis, when required, shall be in accordance with Standa Method E34 of the ASTM except when suitable spectrographic analysis may be employed.

TABLE IV
Chemical Composition Limits of Aluminum Materials

Chemical Content		Alloy 6061-T6	Alloy 6063-T6
Si		.40 - .80	.20 - .60
Fe		.70	.35
Cu		.15 - .40	.10
Mn		.15	.10
Mg		.80 - 1.2	.45 - .90
Cr		.25	.10
Zn		.15	.10
Ti		.05	.05
Others	Each	.05	.05
	Total	.15	.15

BID QUOTATION REPLY SECTION

CONTRACT NO. **11-001-ALUMINUM PILING**

Aluminum Sheet Piling and related materials

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the **DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE** by **September 30, 2010 at 9:00 AM EST** at which time bids will be opened.

Bids shall be submitted to:

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL,
DIVISION OF FISH & WILDLIFE
89 KINGS HIGHWAY
DOVER, DELAWARE 19901
ATTENTION: EUGENE L. GERARDI, JR.

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

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

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

CONTRACT NO.: **11-001-ALUMINUM PILING**

BID QUOTATION

Aluminum Specification:

The Materials Specification covers the mechanical properties of the aluminum alloys used in the sheeting, wale, cap, tie rods, anchors, corner extrusions and fasteners intended for the construction of an aluminum marine retaining wall.

General. Tolerances shall conform to the specifications listed in I Aluminum Standards and Data Fifth Edition. Safety factors (typical), except for the anchor rods and clips, as set out in the Aluminum Association's Specifications for Aluminum Standards and Data.
Section 1 are: FTU = 1.95 (Ultimate) FTY=1.65 (Yield)
The welding filler used on all welds required on the wall system shall be alloy 5356 in conformance with the American Welding Society's Specifications A5.10 and with chemical composition in accordance with the "Aluminum standards and Data."

1. Sheeting, Bracing Assemblies, Whales, Caps, Backing Beams, Shims, Tie Rods, Rod Shims, Wale Clips. All materials shall be made from aluminum alloy 6061-T6. The chemical composition shall conform to American Society for Testing Materials, ASTM, designation B221 alloy 6061-T6, shown in the Table IV at the end. The mechanical properties as given in Table I below shall be met. The sheeting shall be furnished in standards sizes to permit assembly in uniform increments as shown on the plans. The sheeting shall have a minimum section modulus of 3.710 in 3/LF of wall.

   Table 1. Alloy 6061-T6
   Thickness 0.125 - 1.000: Minimum Tensile strength Ultimate 38,000 PSI. Yield 35,000 PSI. Elongation in 2 inches 10 percent minimum

2. Tie Rods, Bolts and Nuts for connections

   a. Tie rods and bolts for connections shall be of the diameter specified by the Division of Fish & Wildlife. Threads shall be American Standards Course Thread Series, Class 2, Free Fit.
   b. Aluminum Bolts and Nuts. Materials shall conform to either the chemical requirements of the ASTM designation B 221 alloy 6061-T6, as provided in Table One or to the ASTM designation B211 alloy 6061-T6. The allowable design tensile stress shall be 18,000 PSI on the root area. Stainless steel type 18-8 (300 series) bolts and nuts, of the same diameter as the aluminum bolts and nuts, may be substituted in lieu of aluminum bolts and nuts.

BID QUOTATION REPLY SECTION

CONTRACT NO. **11-001-ALUMINUM PILING**

General Description

The aluminum sheet piling PZM 16 or equal must be supplied in (1 foot) increments and priced by the linier foot at the length required for any project in which the State of Delaware elects to use the PZM 16 for the purpose of creating headwalls. Maximum length will be based on engineer and factory recommendations. Aluminum cap and wale are to be furnished in 25'-0" sections. All pilings are to be painted at the plant.

Schedule of Quantities and Prices

Item #	Description	Unit Price
1	PZM 16 – Aluminum Piling (or approved equal)	L.F.
2	MCL-2 – Multi-Purpose Corner	L.F.
3	SC9 Aluminum Cap, including Stainless Steel Bolts, Nuts and Washers	L.F.
4	WB-2 Wale (25' length sections) with shear key	L.F.
5	(1") – Aluminum rods with nuts	L.F.
6	Aluminum Turnbuckles	EA.
7	Angled Inserts	EA.
8	DMA-7 Anchor Plates	EA.

Maximum Delivery Time on all orders. _____ Days

The Division of Fish & Wildlife reserves the right to reject any bids or materials that do not meet specifications, all exception must be clearly noted in the ITB at time of opening.

DELIVERY

Ship Stock _____ days ARO

Ship Non-Stock _____ days ARO

CONTRACT TOTAL VALUE $_____

COMPANY

_____

_____

_____

DATE _____

Revised 07082010

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL,
DIVISION OF FISH & WILDLIFE
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

NO BID REPLY FORM

BID #11-001-ALUMINUM PILING **BID TITLE: Aluminum Sheet Piling and related materials**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

_____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are: _____

_____

_____ 6. We do not sell the items/services on which Bids are requested.

_____ 7. Other:_____

_____ _____
FIRM NAME SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services**.

_____ We wish to be deleted from the Bidder's List **for these goods or services**.

10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

(hereinafter referred to as Agency)

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20___).

SEALED AND DELIVERED IN THE
Presence Of _____ _____ (Seal)
Name of Bidder (Principal)

Witness

_____ BY _____
(Seal)

Corporate
Seal

_____
Title

_____ BY _____ (Seal)
Name of Surety

_____ (Seal)

_____
Title

CONTRACT NO.: **11-001-ALUMINUM PILING**
TITLE: **Aluminum Sheet Piling and related materials**
OPENING DATE: **September 30, 2010**

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder 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 **DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE**.

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, DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL, DIVISION OF FISH & WILDLIFE**.

COMPANY NAME _____ Check one)

	Corporation
	Partnership
	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._____	Women Business Enterprise (WBE)	Yes	No	Minority Business Enterprise (MBE)	Yes	No	Disadvantaged Business Enterprise (DBE)	Yes	No

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

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

_____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

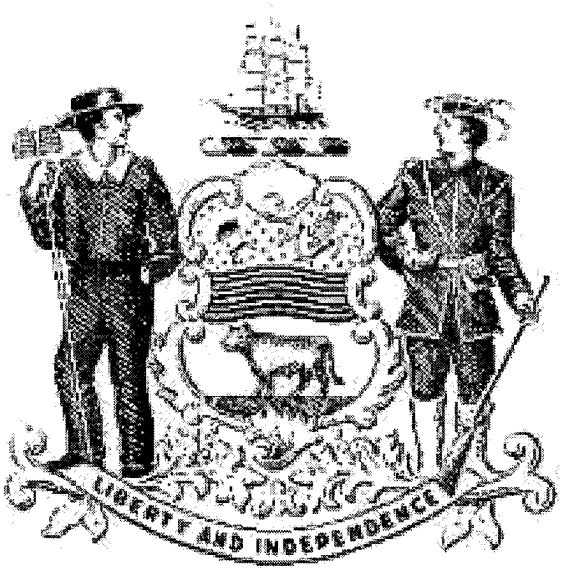
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

State of Delaware

Office of Minority and Women Business Enterprise
Certification Application



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Web site: http://gss.omb.delaware.gov/omwbe/index.shtml

Important Information
Please Read!

Is my firm eligible?

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

a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.

b) At least 51 percent owned, controlled and actively managed by minority group members or by women.

c) Serving a for profit business with "useful business functions."

- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
- There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company's qualifications, call (302)857-4554.
- If your business is certified by **Delaware Department of Transportation (DelDOT), City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized application. You must also attach a copy of your certification and mail all documents to the OMWBE.
- Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	**Sole Prop**	**Part/ LLP**	**Corp/ S-Corp**	**LLC**	**OMWBE Use**
Notarized Minority and Women Business Enterprise Affidavit form	**Yes**	**Yes**	**Yes**	**Yes**	
Copy of any of the following state identification, license, birth certificate, permanent resident card, passport or tribal memberships	**Yes**	**Yes**	**Yes**	**Yes**	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	**Yes**	**Yes**	**Yes**	**Yes**	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	**Yes**	**Yes**	**Yes**	**Yes**	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		**Yes**			
Articles of Incorporation with all amendments			**Yes**		
Minutes of the last annual shareholders meeting			**Yes**		
By-laws and By-law Amendments			**Yes**		
Copy of most recent Stock Ledger			**Yes**		
Copy of Certificate of Organization				**Yes**	
Copy of Operating Agreement				**Yes**	
Optional Information – Please read below for advantages of tax document submission*					
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	**Yes**	**Yes**	**Yes**	**Yes**	

* Submitting tax information provides OMWBE with documentation required to identify the business as a small business. If you would like to be identified as a small minority and women business enterprise please submit tax information. For additional information on small business criteria please visit http://www.ccr.gov/SizeStandard.aspx or http://www.sba.gov/index.html (most requested items). Please note the categorization of small business may provide additional opportunities.

Delaware Minority and/or Women Business Enterprise Certification

Certification Application
The following is the application for Minority and/or Women Business Enterprise (MWBE) 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.
The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

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

Office of Minority and Women Business Enterprise
100 Enterprise Place, Suite 4
Dover, DE 19904
Phone: (302) 857-4554
Fax: (302) 739-3779
Web site: www.omwbe.delaware.gov

Definitions

Minority and/or Women Business Enterprise
A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marinas.

Hispanic Americans. All persons having origins from Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or others Spanish or Portuguese culture or origin, regardless of race.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership
The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control
Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business 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.

Benefits of Certification
Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification
At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

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

a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*

b) At least 51 percent owned, controlled and actively managed by minority group members or by women.

c) Serving a for profit business with "useful business functions." *(Please reference above definitions)*

Reasons for denial *(please note the below may include but not be limited to)*

a) A business located in a state other than Delaware must first obtain state-level certification in its home state.

b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must 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.

c) If the business operations do not reflect the ownership shown on paper.

d) Firm is not a for-profit business

e) Firm has provided false or misleading information

f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.

g) The firm shall not be subject to any formal or informal 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.

h) 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 MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this

i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 857-4554 or visiting the web site www.omwbe.delaware.gov

- 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:
Office of Minority and Women Business Enterprise
100 Enterprise Place, Suite 4
Dover, DE 19904

Frequently Asked Questions

For complete list of questions, please review the FAQ web site below
http://gss.omb.delaware.gov/omwbe/faqs.shtml

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
Office of Women and Minority Business Enterprise
100 Enterprise Place, Suite 4
Dover, DE 19904

If you have any questions regarding the completion of this application, please contact us at (302) 857-4554

Note – This section must be filled out in its entirety for the application to be processed. Incomplete applications will not be processed.

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(FEIN/SSN)						
Legal Name of Firm:						
Doing Business As (If applicable):						
Federal E.IN or SSN:	E-Mail Address:					
Address line 1:						
Address line 2:						
City	State	Zip Code	Country			
Telephone Number:	Extension:	Fax Number:				
Company Web Site Address:						
Corp ☐	LLC* ☐	S Corp ☐	Partnership ☐	LLP** ☐	Sole Proprietor ☐	Joint Venture ☐
If you are a non profit please discontinue completing the application. You must be a for profit business.						
Date firm was established?						
Date firm began doing business (date of first contract or sale)						

* Limited Liability Corporation
** Limited Liability Partnership

2. Primary owner applicant information				
Name:	Title:			
Home Address:	City:	State:	Zip Code:	Country:
Telephone Number:	Extension:	Fax Number:		
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: ☐M ☐ F	Ethnic Group:			
U.S. Citizen or Permanent Resident: ☐ No ☐ Yes				

3. Firm is applying as: Please select either MBE or WBE based on the primary owner			
Minority Business Enterprise		**Women Business Enterprise**	
☐ African American	☐ Asian American	☐ African American	☐ Asian American
☐ Hispanic American	☐ Native American	☐ Hispanic American	☐ Native American
☐ Subcontinent Asian	☐ Other	☐ Subcontinent Asian	☐ White American
		☐ Other	

4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed. Please note the below capabilities narrative will be posted on the OMWBE web site.					
5. Six digit North American Industry Classification System (NAICS) Code(s): **(To assist you in determining your NAICS Code(s) go to http://www.census.gov/eos/www/naics)** **This must be completed if you need additional assistance please call OMWBE**					
1.	2.	3.	4.	5.	6.
Four digit United Nations Standard Products and Services Code® (UNSPSC®) **(To assist you in determining your UNSPSC Code(s) go to http://www.unspsc.org)**					
1.	2.	3.	4.	5.	6.

6. Type of Business		
☐ Building trade	☐ Manufacturer	☐ Other
☐ Consultant	☐ Supplier	
☐ Generalized service	☐ Highway Construction	
☐ Licensed professional services		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.				
Name	**Title**	**Date Appointed**	**Gender**	**Ethnicity**
Officers of the Company				
Board of Directors				

8. 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)*

9. 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

10. Please list the gross receipts of last two years	
(A) Year Ending:	Gross Receipts:
(B) Year Ending:	Gross Receipts:

11. Number of employees	Full time:
	Part time:
	Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	**Ethnicity**	**Gender**
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:		
Attorney:	Contact:	
Phone:	Fax:	Email:
Address:		
Accountant:	Contact:	
Phone:	Fax:	Email:
Address:		
Bank:	Contact:	
Phone:	Fax:	
Address:		

14. 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 below)*

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.		
1. Company or Individual:		
Address, City, State:		
Phone:	**Fax:**	**Email:**
Description & Amount:		
2. Company or Individual:		
Address, City, State:		
Phone:	**Fax:**	**Email:**
Description & Amount:		
3. Company or Individual:		
Address, City, State:		
Phone:	**Fax:**	**Email:**
Description & Amount:		

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

17. Debarment: Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently prohibited from doing business with the State of Delaware (i.e., license revocation or denial)? ☐ **No;** ☐ **Yes.**

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ **No** ☐ **Yes**

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

19a. Is the business classified as a small business as identified by The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 (13 CFR part121), Small Business Size Regulations. For more information please visit http://www.ccr.gov/SizeStandard.aspx

☐ No ☐ Yes

19b. Is the business registered with the Central Contractor Registration www.ccr.gov (Please provide proof of registration)

☐ No ☐ Yes

20. How did you hear about the Office of Minority and Women Business Enterprise:

☐ OMWBE staff speak at an event sponsored by another organization	☐ OMWBE staff at a trade show or expo
☐ OMWBE's web site	☐ Materials published by OMWBE
☐ Referred by another organization	☐ Referred by the owner of an MBE or WBE
☐ Delaware state employee	☐ Other, please explain briefly:

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? ☐ No; ☐ Yes
If yes, what level of government (check all that apply): ☐Federal; ☐State; ☐Local
Has your company done any business with government in the State of Delaware? ☐ No; ☐ Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company's bonding capacity? $ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

Updated 2/10

State of Delaware Minority and/or 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 and/or woman 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 MWBE 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 MWBE 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

_____

Signature of Owner Date

_____

Title

Subscribed and sworn to before me this _____ day of

_____ a.d.

Month, Year

Signed _____

NOTARY PUBLIC IN AND FOR THE

Notary Seal

County of _____

State _____

My Commission Expires _____

Date

September I, 2010

Delaware MEP
400 Stanton-Christiana Road - Suite A-158
Newark, DE 19713

To Whom It May Concern:

The Department of Natural Resources & Environmental Control, Division of Fish & Wildlife currently has the following procurement opportunity available and would appreciate your efforts in notifying Delaware companies who may be interested in reviewing the contract specifications and submitting a bid.

1. Contract Description: Aluminum Sheet Piling & Related Materials

2. Contact Person: Eugene L. Gerardi, Jr.
   Phone No. (302) 739-6130

3. Contract No. **11-001-ALUMINUM PILING**

4. Bid Deadline: September 30, 2010

5. Bid Opening Location: **Department of Natural Resources & Environmental Control, Division of Fish & Wildlife, 89 Kings Highway, Dover, Delaware 19901.**

   All bids must clearly display the contract number on the sealed envelope.

Sincerely,

Eugene L. Gerardi, Jr.
Conservation Tech Manager