



State of Delaware

Department of Natural Resources and Environmental Control

Request for Proposal For Professional Services

DNR11001-UST_COMPL Underground Storage Tank Compliance Monitoring Activities

January 23, 2011

*Deadline to respond March 15, 2011 1:00 pm
EDT*

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REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Contract Number: DNREC DNR11001-UST_COMPL

UST Compliance Monitoring Activities

ISSUED BY

THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

1. Overview

1.1 The Delaware Department of Natural Resources and Environmental Control (DNREC) requires the services of well qualified contractors to assist the Department in conducting Underground Storage Tank (UST) Compliance monitoring activities (CMA) at a portion of the 700 UST facilities containing regulated products for compliance with State UST Regulations. At a minimum this will include conducting compliance monitoring activities at 150 UST facilities containing heating oil over the 3 year contract period as well as unspecified number of UST facilities containing other regulated substances. This project will be under the direction of the DNREC. The DNREC will provide an initial list of facilities to inspect following the award of the contract. The goal of this project is to perform UST compliance monitoring activities in accordance with the procedures established by the DNREC. As additional funding for these activities becomes available, additional facilities may be added to the facilities list. DNREC invites all qualified parties (companies and individuals) to submit proposals for providing these services. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§6902(1), 6981 and 6982. DNREC intends to select two companies to perform this work.

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

Public Notice	Date: January 23,2011
Mandatory Pre-bid Meeting	Date: February 16, 2011 1:00 pm EDT
Deadline for questions from potential bidders	Date: February 23, 2011
Response to all questions	Date: March 7, 2011
Deadline for Receipt of Proposals	Date: March 15,2011, 1:00 pm EDT
Notification of Award	Date: April 29, 2011
Contract Start	Date: May 18, 2011
Project Completion	Date: May 17, 2014

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 # DNR11001-UST_COMPL, UST Compliance Monitoring Activities. 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, 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 EDT, March 15, 2011. 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 straight-forward, concise description of the contractor's offer to meet the requirements of the RFP.

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 February 23, 2011, 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 www.bids.delaware.gov.

3.4 Order of Documents in the Vendor Proposal

Please order the documents within the proposal in the order shown in the Proposal Reply Instructions on page 45 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		
		<i>POINTS</i>
1.	The qualifications and experience of the persons assigned to work on and to manage the project. Firms should list staff that will be working on the project by name and provide a description of their experience and the number of years they have performed activities related to installation, compliance, and operation and maintenance of UST systems.	40
2.	The corporate profile, including experience, resources, financial stability, years in business, and references.	10
3.	The ability to perform the work in a timely manner as demonstrated by their proposed commitment to perform a specific number of compliance monitoring activities of UST facilities per month and a timeframe to submit necessary findings and reports to the Department .	15
4.	The ability to report findings in a manner and format specified by DNREC.	15
5.	The price for the proposal shall include pricing for the following items: <ul style="list-style-type: none"> • Commencement Conference (lump sum for 1 day conference) • Training meeting (lump sum for 1 day of field training) • Compliance monitoring activity (fixed price per inspection basis per the SOW, includes two hours of inspection follow up activities) • Availability to provide additional inspection follow up and legal support on a time and material basis (hourly rate) • Travel related to providing legal support (direct and indirect charges) • Project Management Activities (hourly rate) 	20
TOTAL SCORE		100

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

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

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

6. Contract Terms and Conditions

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

6.1 Contract Term

The term of the contract between the successful firms and DNREC shall be May 18, 2011 **through May 17, 2014**. The Department may extend the contract for a one year extension for two consecutive years beyond the project completion date. 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, 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 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 per UST compliance monitoring activity as listed below. Pricing shall be submitted for the following activities:
 - i. Commencement Conference (lump sum for 1 day conference)
 - ii. Training meeting (lump sum for 1 day of field training)
 - iii. Compliance monitoring activity (fixed price per inspection basis)
 - iv. Availability to provide inspection follow up and legal support on a time and material basis (hourly rate)
 - v. Travel related to providing legal support (direct and indirect charges)
 - vi. Project Management Activities (hourly rate)

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.

Invoices are to be submitted monthly on the first Tuesday of each month with the monthly progress reports described in attachment A, Scope of Work (SOW). The Contractor shall be compensated for the actual work performed. Payment for the tasks required in this Statement of Work shall be based upon the line items listed in the contract Schedules of Prices, Attachment 4. The Contractor shall submit a list of all completed compliance monitoring activities with the Contractor's invoices to confirm numbers of units.

Payment for Commencement Conference: The Commencement Conference payment item shall be a lump sum and shall include all direct and indirect costs related to attendance at the commencement conference as described in SOW Section 3.1.

Payment for Training Meeting: The Training Meeting payment item shall be a lump sum and shall include all direct and indirect costs related to attendance at the training meeting as described in SOW Section 3.2.

Payment for Compliance monitoring activity: The Compliance monitoring activity payment item shall be a lump sum per inspection regardless of facility size and shall include all direct and indirect costs related to the performance of each underground storage tank compliance monitoring activity as described in SOW Section 3.3, which includes, but is not limited to, the pre-inspection file review, the inspection, the preparation and submittal of a final report for each inspection, including revisions as directed by the DNREC, and two hours of inspection follow-up activities as defined in the SOW. .

Payment for Availability for Follow up Activities Associated with the Inspection and Legal Support: The Availability for Follow Up Activities Associated with an Inspection such as drafting and review of "Request for Information Letters", re-inspecting a facility for compliance issue associated with a previous inspection and Legal Support payment item shall be according to the hourly rates established in the contract Schedule of Prices, and shall include all direct and indirect costs related to availability for legal support. Payment shall be limited to actual hours spent during hearings and/or court cases.

Payment for Travel Related to Legal Support: The Travel Related to Legal Support payment item shall be according to the hourly rate established in the contract Schedule of Prices, and shall include all direct and indirect costs involved with travel related to legal support.

Payment for Overall Contract Final Report: The Overall Contract Final Report payment item shall be a lump sum and shall include all direct and indirect costs related to preparation and revision as necessary of the overall contract final report as described in SOW Section 4.3.2.

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.

7.16 Contractor Personnel:

The Contractor represents that he/she has, or will secure at their 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 their direct supervision, and all personnel. The Contractor will not be allowed to use Subcontractors. The Contractor shall ensure that all people engaged in the work shall be fully qualified and have experience performing compliance monitoring activities of UST systems, 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 their 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 not permitted under this RFP and contract.

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.

7.37 Disadvantaged Business Enterprise

Fair Share Objectives and Good Faith Efforts

DNREC and Contractors shall abide by applicable portions of 40 CFR Part 33 of federal regulations pertaining to Disadvantaged Business Enterprise Program.

Disadvantaged Business Enterprise (DBE) are entities owned and/or controlled by a socially or economically disadvantaged individual(s). (Includes MBEs and WBEs)

Minority Business Enterprise (MBE) are entities that are at least 51 percent owned and or controlled by minorities.

Women’s Business Enterprises (WBE) are entities that are at least 51 percent owned and/or controlled by women.

Fair Share Objectives:

The DBE fair share objectives represent the goal for the percentage of the grant funding awarded to the State of Delaware that is intended to be spent on goods and services provided by Disadvantaged Business Enterprises.

	<u>%MBE</u>	<u>% WBE</u>
1. Construction	2.90	3.69
2. Supplies	2.41	2.41
3. Services	4.85	3.62
4. Goods/Equipment Combined	11.69	12.62

The above goals are not a quota and apply to DBE participation only.

Good Faith Efforts:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities by placing qualified DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Dividing total requirements, when economically feasible, into small tasks or

quantities, to permit maximum participation of DBEs when subcontracting.
4. Consider subcontracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the federal Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and Delaware's Office of Minority and Women Owned business when finding DBEs. Delaware's Office of Minority and Women Owned business maintains a website that contains information on MBE/WBE firms that have been certified in Delaware. <http://omwbe.delaware.gov/certdir.app> This database is searchable by North American Industry Classification System. All DBE's that have qualifications that match the subcontracting opportunity shall be notified.

Compliance Requirements For Disadvantaged Business Enterprise Program:

1. For work financed with grant funds, contractors are required to undertake the 6 Good Faith Efforts listed above and to sign the attached compliance statement.
2. Contractors must abide by all applicable administrative requirements found in 40 CFR Section 33.302. (Please see attachment A for more information)

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements will be considered a material breach of contract which may result in termination of this contract or other legally available remedies.

State of Delaware
Department of Natural Resources and Environmental Control

**PRIME CONTRACTOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE
STATEMENT**

COMPANY NAME : _____

CONTRACT NAME : _____

CONTRACT NUMBER _____

As the duly authorized representative for the above named company, I certify that the six good faith efforts have been performed in conformance with DBE regulations found in 40 CFR, Section 33.301. All efforts have been properly documented and such documentation is subject to audit by review by the US Environmental Protection Agency or the State of Delaware Department of Natural Resources and Environmental Control to further ensure compliance. I understand that by signing this statement that the DBE regulations 40 CFR, Section 33.105 include compliance and enforcement provisions to which the grant recipient and sub-recipients are subject. I understand signing this statement that the DBE regulations 40 CFR, Section 33.302 include additional contract administrative requirements that I must comply with (Attachment A).

As a prime contractor for the Department of Natural Resources and Environmental Control on this project, I shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. I shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. I understand that failure to do so is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Signature of Duly Authorized Representative

Date

Printed Name of Duly Authorized Representative

Attachment A

Other Administrative Requirements Found in 40 CFR Section 33.302

- a) Prime contractors must pay their subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- (b) Prime contractors must notify the State of Delaware DNREC prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.
- (d) Prime contractors must employ the six good faith efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under subpart D of this part.
- (e) Prime contractors must provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to Ms. Ramona McQueen, EPA Region 3, 1650 Arch Street (3PM00), Philadelphia PA.19103-2029.
- (f) Prime contractors must have DBE subcontractors complete EPA Form 6100-3—DBE Program Subcontractor Performance Form and include this form as part of the prime contractor's bid or proposal package.
- (g) Prime contractors must complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package or submit this information upon DNREC's request if work has already been contracted.
- (h) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page (www.epa.gov/osbp/dbe_forms.htm) on the Internet or directly from EPA OSDBU (202-566-2933).
- (i) Prime contractors must include the statement, "I shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. I shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. I understand that failure to do so is a material breach of this contract which may result in the termination of this contract or other legally available remedies." in all subcontracting requests for proposals.

Delaware Department of Natural Resources and Environmental Control Disadvantaged Business Enterprise Guidance

What is the purpose of the six good faith efforts?

The six good faith efforts are methods used by EPA grant recipients to ensure that disadvantaged business enterprises (DBE's) have the opportunity to compete for contracts supported by federal grant dollars.

What are the six good faith efforts?

- Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- Use the services and assistance of the SBA, Minority Business Development Agency of the Department of Commerce, and State of Delaware Office of MBE/WBE.
- If the prime contractor awards subcontracts, require the prime contractor to take the 6 steps listed above.

What are the New Contract Administration Requirements?

There are a number of new provisions designed to prevent unfair practices that adversely affect DBEs. Those provisions are as follows:

- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

What Are the New Forms Associated With the New Contract Administration Provisions?

- EPA Form 6100-2 - DBE Program Subcontractor Participation Form. This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have. Prime contractor must supply to subcontractors.
- EPA Form 6100-3 - DBE Program Subcontractor Performance Form. This form captures an intended subcontractor’s description of work to be performed for the prime contractor and the price of the work submitted to the prime. *Must be included in prime contractors bid package.*
- EPA Form 6100-4 – DBE Program Subcontractor Utilization Form. This form captures the prime’s intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract. *Must be included in prime contractors bid package.*

Form	Requirement	Provided by:	Completed by:	Submitted to:
EPA Form 6100-2	Prime contractors must provide to subcontractors	Prime Contractor	DBE Subcontractors	EPA Region 3 DBE Coordinator Ms. Ramona McQueen by the DBE subcontractors
EPA Form 6100-3	Prime contractors must provide to subcontractors	Prime Contractor	DBE Subcontractors	Prime Contractor for inclusion in bid package to DNREC
EPA Form 6100-4	Prime contractors submit form to DNREC upon request.	DNREC	Prime Contractors	Prime Contractor for inclusion in bid package to DNREC

How do you develop a solicitation list of MBE/WBE Contractors?

Delaware's Office of Minority and Women owned business maintains a website that contains information on MBE/WBE firms that have been certified in Delaware. <http://omwbe.delaware.gov/certdir.app> This database is searchable by North American Industry Classification System.

What information must be retained on the solicitation lists that you develop during the bid process?

- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and email address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as an MBE/WBE or non-MBE/WBE.

CONTRACT NO. DNR11001-UST_COMPL
UST Compliance monitoring activity - DNREC
REQUEST FOR PROPOSAL

Appendix A

Scope of Work

“UNDERGROUND STORAGE TANK COMPLIANCE MONITORING ACTIVITIES”

1.0 INTRODUCTION / PROJECT GOAL

The Delaware Department of Natural Resources and Environmental Control (DNREC) requires the services of well qualified contractors to assist the Department in conducting Underground Storage Tank (UST) Compliance monitoring activities (CMA) at a portion of the 700 UST facilities containing regulated products for compliance with State UST Regulations. At a minimum this will include conducting compliance monitoring activities at 150 UST facilities containing heating oil over the 3 year contract period as well as unspecified number of UST facilities containing other regulated substances. This project will be under the direction of the DNREC. The DNREC will provide a list of facilities to inspect following the award of the contract. The goal of this project is to perform UST compliance monitoring activities in accordance with the procedures established by the DNREC. As additional funding for these inspections becomes available, additional facilities may be added to the facilities list.

2.0 BACKGROUND INFORMATION

The Energy Policy Act of 2005 requires periodic on-site inspections of all underground storage tanks at least once every three years to determine compliance with State UST Regulations. As used in this document, underground storage tanks (USTs), means those tanks that satisfy the definition of “Underground Storage Tank System” or “UST System” as defined in 7 Delaware Code Chapter 74 and DE Admin Code 1351.

3.0 CONTRACTOR TASKS

The scope of work for this project consists of performing underground storage tank system compliance assessment activities and submitting final compliance assessment reports. A detailed description of each item mentioned above can be found in the sections below.

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, meals, and lodging) necessary to perform the tasks described in this Statement of Work with the exception of resources that will be provided by the DNREC (SOW Section 5.0). All maintenance, service and repair of the

equipment used to perform the tasks described in this Statement of Work will be the Contractor's responsibility.

The Contractor shall perform underground storage tank system compliance monitoring activities as outlined in the sections below. The DNREC Project Manager must be provided with a weekly schedule (via email) of all inspections five (5) business days prior to the commencement of any site work. Site work shall be limited to weekdays only, 8:00 am to 5:00 p.m., unless otherwise directed by the DNREC.

3.1 Commencement Conference

Within seven (7) calendar days of the DNREC Notice to Proceed, a post-award conference will be held between the Contractor's key personnel necessary by the Contractor) and DNREC staff to discuss the commencement of the project and answer any questions regarding the contract. The post-award conference is expected to last approximately two hours and shall be held at the DNREC TMB building located at 391 Lukens Drive, New Castle DE. The DNREC will prepare an agenda for the meeting, take minutes and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood by him/her. A list of UST facilities to be inspected will be provided to the Contractor during the post award conference.

The DNREC expects the successful contractor to complete the scope of work for each of the sites provided on the UST facilities list, without violation of the Code of Conduct as administered by the Delaware Integrity Commission. Any potential conflicts of interest should be brought to the attention of the DNREC Project Manager prior to scheduling and/or performing the compliance inspection. Facilities that present a conflict of interest will be replaced by the DNREC Project Manager. The DNREC cannot give legal advice to individuals, but recommends if the contractor has any questions regarding ethics matters that they respectfully request an opinion from the Public Integrity Commission.

3.2 Training Meeting

The Contractor shall attend a training meeting to discuss inspection protocol, familiarize with DNREC regulations, etc. The training meeting shall be held at the DNREC Lukens Drive Office and is expected to last no more than eight (8) hours. The DNREC will schedule the training meeting and will give seven (7) calendar days notice to the Contractor in advance of the training meeting.

3.3 Compliance Monitoring activity

Each underground storage tank compliance monitoring activity includes, but is not limited to, the pre-inspection file review, the inspection, the preparation and submittal of a site-specific final report for each inspection, including revisions as directed by the DNREC, and at two hours of time necessary coordinate with DNREC on matters related to the inspection and drafting an initial letter to the facility summarizing the results of the inspection. These tasks are further outlined below:

3.3.6 Facility Information Download

Prior to performing an inspection, the Contractor shall access a facility status report and other facility specific information from the Department's Environmental Navigator System using the U-1 device provided by the Department at the Department's Lukens Drive location. Information to be obtained includes, but is not limited to, facility identification, facility location, facility contact information, types of equipment present, documentation of methods of release detection, cathodic protection equipment, and spill and overfill prevention equipment, and vapor recovery information.

3.3.2 Facility Record Review

The Contractor shall conduct the records review before or after the visual observation of the UST system and shall determine if required records are present and being properly maintained for compliance, completeness, accuracy and retention times. Request copies of records necessary to support any area of concern noted. Records that may be inspected include, but are not limited to, correspondence between the facility and the Department, release detection records, cathodic protection records, maintenance records, testing or monitoring results, historical data kept onsite, required reports, and records of corrective actions taken since the last inspection (if applicable), and financial responsibility records.

3.3.3 Facility Contact

If directed by DNREC the Contractor shall make contact with the facility's responsible party in advance of the inspection date to provide the facility adequate time to compile the required paperwork for review. For the majority of the inspections the Contractor will not give advance notice to the facility being inspected.

3.3.4 Facility Inspection

The Contractor shall determine the following information during each UST compliance monitoring inspection. The bulleted list below is intended as an overview/summary of the process. The Contractor shall complete the UST Compliance monitoring checklist found in the Department Environmental Navigator System and available on software installed and maintained by DNREC on the U-1 device includes complete details of the information needed to be recorded during the inspection. The findings captured in the U-1 shall be the initial condition of the UST system prior to any maintenance or repair activities.

- Number, construction and size of all underground storage tanks at the facility
- Construction of piping, system type (suction or pressurized)
- Visual inspection of all equipment, including but not limited to, submersible pumps, line leak detectors, check valves, containment sumps, metal flex hoses, release detection wells, etc.
- Type of spill prevention and overfill prevention equipment
- Type of corrosion protection equipment for tanks and piping (anodes, impressed current system, etc.)
- Date of installation or upgrade of all equipment, determination of any repairs or modifications made to the UST system
- Method of release detection for tanks and piping
- Determine if release detection is conducted at proper intervals and performed correctly
- Operation and maintenance of corrosion protection equipment
- Determination if any releases have occurred by checking release detection devices, checking submersible pump containment sumps, checking under dispenser containment sumps, etc.
- If out of service, document tank contents and date tanks were last used

The UST system shall be observed visually to check for consistency with information currently maintained by DNREC. Determine if any revisions to the information is necessary or if there are future plans to make modifications. Items that may be observed and evaluated include, but are not limited to, release detection devices for tanks and piping, corrosion protection of tanks and piping, spill prevention equipment, overfill prevention equipment, general condition and housekeeping of the UST system and any problems that should be referred to other sections within the Department.

Determine if the facility has made changes to the UST system. The inspector shall make notes of observations and pertinent statements made by facility representatives. Ask questions and investigate any area that the inspector thinks is necessary. If an area of concern is noted, always bring it to the attention of the facility representative.

3.3.5 Documenting areas of concern and reporting spills and indications of a release to the environment.

Document the areas of concern including providing a comment for any non-compliant item and “unknown” item noted on the compliance checklist using the U-1 devices. The contractor shall also take photographs of areas of concern, if visible and appropriate.

When an emergency condition is discovered (leaking tank or line, product in release detection well, storm sewer, utility line, etc.), it is imperative that the contractor immediately notify the Department’s Emergency Response Branch at 1-800-662-8802 and the DNREC Tank Management Branch at 302-395-2500.

3.3.6 Facility-Specific Final Inspection Reports

The Contractor shall prepare a facility-specific final Inspection report to accompany the findings captured electronically using the U-1 device which shall be uploaded into the Department’s Environmental Navigator System at the Department’s Lukens Drive Location. The final inspection report shall include additional information such as photographs with captions that document the contents of the photo, the reason the photo was taken, and the date and location that the photograph was taken. The contractor shall also include a site diagram showing the facility layout including all tanks, dispensers, vents, manholes, fill pipes, wells, major roads, intersections, landmarks, and surface waters.

The findings captured in the U-1 shall be the initial condition of the UST system prior to any maintenance or repair activities. Maintenance and repair activities are not covered under the scope of work of this contract and must be performed pursuant to Delaware’s laws and regulations. The contractor must note any maintenance and repair activities in the final inspection report.

The final inspection report shall also include a summary of any unknown items, potential violations and deficiencies found during the initial inspection. These include inspector observations that summarize the facts of the inspection. Information contained in this section is the basis for enforcement action that may arise from the inspection. If areas of concern are found, they are documented here with a list of supporting facts (who, what, when, where, how). This section may contain a broad range of information, including portions discussing the following subjects:

- General Information – Includes the number of tanks, tank contents and tank capacity, types of equipment, etc.
- Visual Observations – Includes pertinent observations noted while inspecting the UST system, including areas of concern.
- File Review – Includes observations made during a review of records maintained by the facility and the Department
- Specific Conditions – Includes the apparent compliance status of the facility.
- Conclusions – Includes the inspector’s summary of factual information that supports any concerns noted.

The Contractor shall submit the facility specific final inspection report as an electronic Word (.doc) document to the Department via email, unless otherwise notified. With the exception of inspections conducted in March and September facility-specific final reports must be completed for each inspection within 14 days following the date of the inspection. For inspections conducted in the months of March and September the facility-specific final reports are due the last business day of the month. This is necessary to support DNREC's semi-annual reporting to EPA.

4.0 Availability for Inspection Follow-up Activities and Legal Support

The Contractor, including all personnel who perform inspections, shall also be available to provide inspection follow up activities including drafting and reviewing, "Request for Information" letters, "Notice of Violations, and other enforcement documents following the inspection, re-inspecting a facility to determine if violations have been corrected or documenting that follow up work resulting from a previous inspection has been performed. In addition the Contractor shall be available for legal support to the DNREC in the event that any inspection results in an enforcement hearing, legal hearing, court case, etc. The rate quoted per inspection shall include up to two hours of time dedicated to inspection follow-up activities. Any additional activities beyond the initial two hours will be performed on a time and materials basis.

5.0 Project Management

The Contractor shall provide efficient management to ensure the successful completion of the contract. The Contractor shall plan and supervise all tasks efficiently and with his best skill and attention. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) monitor the Contractor's work through telephone communications, meetings, and review of Weekly Progress Reports;
- (2) contract administration:
 - (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and the DNREC; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping

DNREC will be available for assistance to the Contractor in solving problems or answering questions and prefers to address these issues primarily by phone or email. If the situation arises DNREC will meet with the Contractor by appointment at the location of the Department's choosing. .

5.1 Compliance with Laws and Regulations

The Contractor shall, on their own time, and at their own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract. The Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the performance of this work. The laws and regulations pursuant to the laws include but or not limited to the following:

- The Federal Resource Conservation Recovery Act (RCRA) regulations included in 40 CFR Parts 260-299
- The State of Delaware Regulations Governing Underground Storage Tank Systems Section 1351 of Delaware's Administrative Code.
- The Occupational Safety and Health Administration (OSHA) regulations included in 29 CFR Part 1910.120.
- Delaware Code Chapter 74 Delaware's Underground Storage Tank Act

The Contractor is responsible for the health and safety of his employees during the performance of all activities required by this contract. He/she shall maintain and comply with a Health and Safety Plan (H&SP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3 and all Occupational Health and Safety Administration requirements, all applicable federal, state and local laws regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed. The H&SP shall be made available for the DNREC review upon request. All wastes, substances, or materials resulting from or produced by the Contractor's work shall be segregated, removed from the site, and disposed of by the Contractor in accordance with applicable laws, regulations, ordinances, and codes.

5.2 Monthly Progress Reporting

The Contractor shall prepare and submit to the DNREC Project Manager a Monthly Progress Report describing all work completed during the preceding month, the status of the work in progress and anticipated work for the following month. The monthly Progress Report shall be submitted in an electronic format to the DNREC Project Manager no later than 10:00 a.m. the first Tuesday of every month. This report shall include:

- (1) the Contractor's name, address, and the name of the Contractor's Project Manager;
- (2) DNREC's contract number and project title;
- (3) the dates of the reporting period;
- (4) a description of the progress made during the previous month, including problems experienced, requests for approved changes in personnel, and the effect of the problems/changes on the due date of deliverables; and
- (5) the status of the work in progress
- (6) and a list of anticipated work for the upcoming month including schedule for upcoming inspection work listing the facility and the date the inspections are planned.

5.3 Deliverables

The deliverables listed below in 5.3.1 shall be requirements under this contract.

5.3.1 Facility-Specific Final Inspection Reports

Facility-Specific Final Reports shall be submitted according to Section 3.3.6. The DNREC will review and approve each Facility-Specific Final Report. The Contractor, to the satisfaction of the DNREC, must correct discrepancies or omissions before the project will be accepted by the DNREC as complete. The Facility-Specific Final Report shall be sent to the DNREC staff member electronically and address specified at the post-award conference. The contractor shall also upload the results of the inspection into the Department's Environmental Navigator System using the U-1 device.

5.4 Record Keeping

The Contractor shall keep accurate records and provide documentation for this project. These records shall include:

- (1) technical records; and
- (2) other records and reports required by Federal and State laws and regulations.

5.5 Project Communication

The Contractor shall maintain communications and coordination with the DNREC Project Managers for facilities that are assigned to DNREC environmental scientists, Mr. David Brixen Program Manager of the UST/AST Compliance Group for facilities that are not assigned a project manager, and Mr. Alex Rittberg for contracting issues.

The Contractor shall notify DNREC of schedule delays relating to these activities. DNREC will be available for assistance to the Contractor in solving problems or answering questions and prefers to address these issues primarily by phone or email. If the situation arises DNREC will meet with the Contractor by appointment at the location of the Department's choosing. .

5.6 Substitution of Personnel

To ensure efficiency and continuity, the Contractor's key project management personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from the DNREC to provide a substitute. This request must be approved by the DNREC before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution;
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced; and
- (3) a résumé for the proposed substitute.

The DNREC reserves the right to require the replacement of any person working on this contract who is determined by the DNREC to be unresponsive to the needs or not competent to complete the tasks defined in the scope of work under this contract.

5.7 Site Access

The Contractor shall be responsible for gaining access to all properties, and scheduling inspections with the appropriate facility representatives.

5.8 Completion of Site Activities

The Contractor shall remove all equipment, used/uncontaminated supplies or materials, nonhazardous contractor-generated trash from the work area and hazardous and/or non-hazardous investigation derived waste following completion of activities at the site. The Contractor shall dispose of all trash, debris and investigation derived waste generated from the work accomplished at the site in accordance with applicable laws, regulation, ordinances and codes Any damage to the site caused by his operations and/or equipment shall be repaired by the Contractor.

5.9 Correction of Deficient Work

If required by the DNREC, prior to payment, the Contractor shall promptly, without additional cost to the DNREC, correct any deficient work performed by him or her. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the DNREC, the DNREC may have the deficiency corrected by a separate party. All costs to the DNREC for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other DNREC work by other parties, the Contractor shall also bear the expenses caused by that interference.

5.10 Concurrent Site Work

The DNREC may concurrently perform additional work at the site related to this project or the DNREC may procure the services of other contractors. The Contractor shall coordinate their work with the work of the DNREC or other contractors.

5.12 Project Schedule

The Contractor shall initiate the project within the time frame set out in the schedule below.

Project Initiation Schedule and Time Frames for Activities

- Commencement Conference within 15 calendar days of Notice to Proceed
- Training meeting within 30 calendar days of Notice to Proceed
- Begin inspections within 45 days of Notice to Proceed
- Submission of Facility-Specific Inspection Final Reports within 14 days following date of inspection with the exception of the months of March and September.
- Submission of monthly progress reports, first Tuesday of each month.

5.13 USE AND CARE OF U-1 DEVICES

- The Contractor shall load any software update or patch within 48 hours of being notified to do so by DNREC.
- The Contractor shall repair/replace the U-1 within a 1 week time frame, if they damage or destroy it.
- The Contractor shall give back their U-1 within 48 hours of a request from the Department to do so

6.0 DNREC RESPONSIBILITIES

As part of its responsibilities for this project, the DNREC will:

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) provide list of facilities to inspect;
- (3) provide access for pre-inspection file reviews;
- (4) may observe and inspect the Contractor's work at the site;
- (5) review, require revisions as necessary, and accept deliverables and submittals;
- (6) review the Contractor's Health and Safety Plan (as necessary); and
- (7) monitor the Contractor's work to provide guidance and answer questions through telephone communications, meetings, and review of Weekly Progress Reports.

The DNREC will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. DNREC will be available for assistance to the Contractor in solving problems or answering questions and prefers to address issues primarily by phone or email. If the situation arises DNREC will meet with the Contractor by appointment at the location of the Department's choosing. .

However, the DNREC shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

- (8) provide the Contractor with U-1 hardware device, as well as procedures and access to download and upload information into DNREC's Environmental Navigator Database.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control

Appendix B

PROPOSAL REPLY SECTION

CONTRACT NO. DNR11001-UST_COMPL

TMB Compliance Monitoring Activities - 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
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. EDT, Tuesday March 15, 2011, 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.

PROPOSAL QUOTATION PAGE

PRICING

DESCRIPTION	PRICE
Commencement Conference (lump sum for 1 day conference)	\$
Training meeting (lump sum for 1 day of field training)	\$
Compliance monitoring activity (fixed price per inspection basis)	\$
Availability to provide inspection follow up and legal support on a time and material basis (hourly rate)	\$
Travel related to providing legal support (direct or indirect charges)	\$
Project Management Activities (hourly rate)	\$

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
TANK MANAGEMENT BRANCH
391 LUKENS DRIVE
NEW CASTLE, DELAWARE 19720

NO PROPOSAL REPLY FORM

CONTRACT # DNR11001-UST_COMPL
CONTRACT TITLE: UST Compliance Monitoring Activities Project

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, 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 Offeror's List by so indicating below, or do not return this form or bona fide proposal.

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

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

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

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

- _____ 4. We cannot submit a Proposal 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 Proposals are requested.

- _____ 7. Other: _____

_____ FIRM NAME _____ SIGNATURE

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

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

CONTRACT NO.: DNR11001-UST_COMPL
TITLE: UST Compliance Monitoring Activities - DNREC
OPENING DATE: March 15, 2011

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 their 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 Business Enterprise (WBE)</u>	Yes No	<u>Minority Business Enterprise (MBE)</u>	Yes No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes No

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

State of Delaware
DEPARTMENT OF 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. DNR11001-UST_COMPL11
UST Compliance Monitoring Activity Project- DNREC
PROPOSAL REPLY INSTRUCTIONS

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 compliance monitoring activities associated with underground storage tank systems.

9. Financial Information

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

10. References

Provide three (3) references with 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 UST Compliance Monitoring Activity Project Scope of Work. Offerers should response to each individually-numbered scoring criterion listed on page 8 of this RFP.

12. Cost

The price for the proposal . Provide pricing on page 41 of the RFP.

13. Warranty

Describe the warranty provided for the TMB Mobility Project developed pursuant to this contract.

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

DEFINITIONS
AND
GENERAL PROVISIONS

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



DEFINITIONS

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

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

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

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

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

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

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

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

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

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

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

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

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

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

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

3. **INTERPRETATION OF ESTIMATES:**

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

4. **SILENCE OF SPECIFICATIONS:**

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

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

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

6. **PREPARATION OF PROPOSAL:**

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

7. **PRICES QUOTED:**

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

8. **DISCOUNT:**

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

9. **SAMPLES OR BROCHURES:**

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

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

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

11. **DELIVERY OF PROPOSALS:**

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

**Alex Rittberg,
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 ninety 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 Natural Resources and Environmental Control 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:

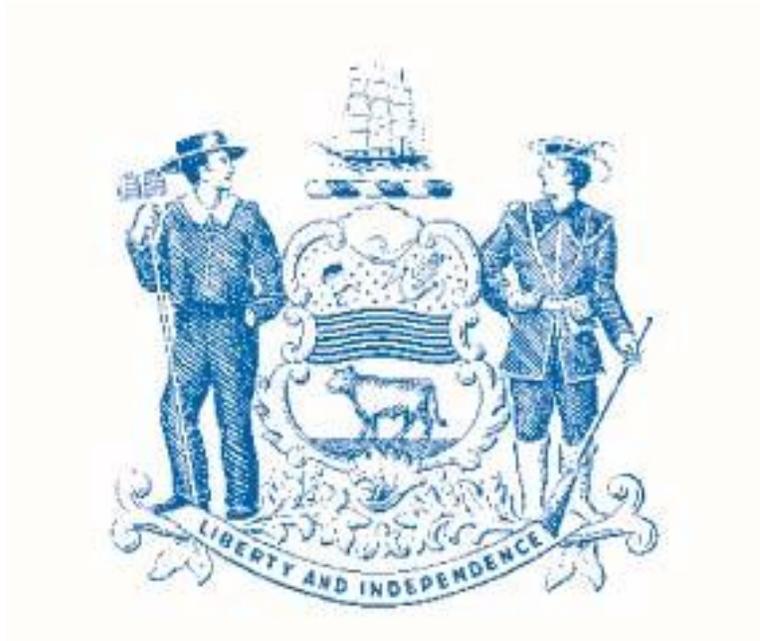
During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- 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

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901-3631
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

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)739-4206.
 - 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 shortened 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 birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
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	
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	

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
Haslet Armory
122 William Penn Street
Dover, DE 19901-3631**

Phone: (302) 739-4206

Fax: (302) 739-1965

Web site: www.state.de.us/omwbe

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 Marianas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

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, if such certification is available. “Home state” is defined as the state the company’s headquarters are located.
- 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) 739-4206 or visiting the web site www.state.de.us/omwbe
- 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
Haslet Armory
122 William Penn Street
Dover, DE 19901-3631

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

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
 Haslet Armory
 122 William Penn Street
 Dover, DE 19901-3631

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**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(EIN/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 <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLP** <input type="checkbox"/>
Sole Proprietor <input type="checkbox"/>		Joint Venture <input type="checkbox"/>		
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: <input type="checkbox"/> M <input type="checkbox"/> F		Ethnic Group:		
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes				

3. Firm is applying as:			
Minority Business Enterprise		Women Business Enterprise	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> 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.

5. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.census.gov/naics)

1.	2.	3.	4.	5.	6.
----	----	----	----	----	----

6. Type of Business

<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> 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)			

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.).*

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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 debarred from doing business with the State of Delaware? 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.		

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

<input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization	<input type="checkbox"/> OMWBE staff at a trade show or expo
<input type="checkbox"/> OMWBE's web site	<input type="checkbox"/> Materials published by OMWBE
<input type="checkbox"/> Referred by another organization	<input type="checkbox"/> Referred by the owner of an MBE or WBE
<input type="checkbox"/> Delaware state employee	<input type="checkbox"/> 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? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> 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?

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 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

County of _____

State _____

My Commission Expires _____

Date _____

