

**Department of Natural Resources and Environmental Control**  
**CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT, is made by Hancock Software, Inc. ("CONTRACTOR") and the Department of Natural Resources and Environmental Control ("DEPARTMENT"), as follows:

1. Service Contract.

DEPARTMENT agrees to pay CONTRACTOR and CONTRACTOR agrees to license to the DEPARTMENT certain software and perform certain related technical or professional services.

2. Scope of Services.

**CONTRACTOR shall license and implement a Weatherization Tracking Software Package for the Delaware Weatherization Program (WAP) and shall abide by all the requirements detailed in Attachments A and B to this Contract which are described below and are expressly incorporated herein as a part of this Contract.**

**Attachment A – Scope of Work**

**Attachment B – Subgrant Flow Down Provisions for WAP and SEP Financial Assistance Awards.**

**Attachment C – Hancock Software, Inc. Software License Agreement**

3. Data Furnished to CONTRACTOR.

DEPARTMENT shall furnish all information, data, reports, records, and maps as existing, available, easily retrievable and necessary for the execution of the work to CONTRACTOR, without charge by DEPARTMENT, and DEPARTMENT shall reasonably cooperate with CONTRACTOR in carrying out the work.

4. Personnel.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract.
- B. CONTRACTOR, or persons under CONTRACTOR'S supervision, shall perform all of the services required by this Contract, and all personnel engaged in the work shall be fully qualified and shall be authorized to perform such services.
- C. CONTRACTOR shall not subcontract any of the work or services covered by this Contract without the prior written approval of DEPARTMENT.

5. Time of Performance.

The services of CONTRACTOR are to commence as soon as practicable after the execution of this Contract and shall be undertaken in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required by this CONTRACT shall be completed no later than **March 31, 2013**. It is agreed that this contract may be extended, by mutual consent, for a total of ten (10) years, or until March 31, 2021. Any contract extension shall be negotiated no less than 30 days prior to the expiration of this agreement with maintenance and hosting fees not to exceed \$41,000 year, adjusted annually at no higher than 8% per year beginning in the third year commencing April 1, 2013.

6. Total Cost and Compensation.

- A. It is agreed that the total cost for the services provided under this Contract shall not exceed **\$339,000**. Of that total, **\$221,000** is allocated for year 1 start up and operations as outlined in Attachment A, **\$9,000** is allocated for software user training as outlined in Attachment A, **\$30,000** is allocated for 1 year service of the "Annual End User Help Desk" as outlined in Attachment A, **\$41,000** is allocated for year 2 costs including software updates and hosting services and **\$38,000** is reserved for any custom programming costs incurred prior to March 31, 2012 and as ordered by the DEPARTMENT. A separate contract will be executed for costs for years 3-10 or such other time period as negotiated between the CONTRACTOR and DEPARTMENT.
- B. CONTRACTOR is responsible for costs incurred in excess of the total cost of this Contract and DEPARTMENT is not liable for such costs.

- C. Notwithstanding other terms and conditions of this Contract, it is understood and agreed that the total cost and compensation under this Contract shall not exceed the funds made available to the State of Delaware and DEPARTMENT by the U.S. Department of Energy (DOE) or such other funds as the Department may dedicate to the Delaware Weatherization Assistance Program (WAP).
- D. Condition Precedent: The rights and obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order is approved by the Secretary of Finance and received by CONTRACTOR. The rights and obligations of DEPARTMENT under this Contract are limited to the amount of any approved purchase order.

7. Obligations and Payment.

- A. The obligations of the DEPARTMENT under this Contract shall be subject to the receipt of sufficient funds appropriated by the General Assembly, the DOE or otherwise made available by the DEPARTMENT for the WAP and the obligations of the DEPARTMENT are limited to the amount of such appropriation(s).
- B. Payments made under this contract shall be made upon satisfactory completion, in DEPARTMENT's reasonable and sole discretion, of activities described in the attached Scope of Work. The payment schedule shall be as follows:
  - 1. The first payment of \$111,000 shall be made upon contract execution.
  - 2. A second payment of \$55,000 shall be made, upon submission of an invoice by the CONTRACTOR, upon the successful conclusion, in the DEPARTMENT's reasonable and sole discretion, of Phase 1 as described in the attached scope of work.
  - 3. A third payment of \$55,000 together with \$30,000 Annual End User Help Desk shall be made, upon submission of an invoice by the CONTRACTOR, upon the successful conclusion, in the DEPARTMENT's reasonable and sole discretion, of Phase 2 as described in the attached scope of work.
  - 4. A fourth payment of \$9,000 shall be made, upon submission of an invoice by the CONTRACTOR, upon successful conclusion of the on-site software user training, in the DEPARTMENT'S reasonable and sole discretion, of completion of the user training as described in the Attachment A, Scope of Work.
  - 5. Year 2 costs in the amount of \$41,000 shall be made, upon submission of an invoice by the CONTRACTOR, no later than March 31, 2012 or twelve months following execution of this contract, or whichever comes first.
  - 6. Any custom programming work ordered beyond that required in Attachment A and authorized by the DEPARTMENT shall be paid an hourly wage of \$130.00 and billed monthly. Total expenditures for custom programming work over the term of this contract shall not exceed \$38,000.
  - 7. Amendments to this payment schedule may be made without a contract modification with the joint approval of the DEPARTMENT and the CONTRACTOR.
- C. All Invoices shall be paid within 30 days after receipt by DEPARTMENT, if services are performed satisfactorily, in DEPARTMENT'S reasonable and sole discretion.
- D. The obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order has been approved by the Secretary of finance, and all the procedures of the Department of Finance have been complied with.
- E. CONTRACTOR will maintain accurate financial records and make them available to Federal and State auditors, as needed, up to 3 years following Contract termination.

8. License Agreement

- A. All software provided by CONTRACTOR to the DEPARTMENT shall be licensed pursuant to the terms and conditions set forth in the Software License Agreement attached hereto as Attachment C.
- B. CONTRACTOR shall indemnify, save and hold harmless and defend the DEPARTMENT, its directors, employees, representatives or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement. Provided however, any such demand, claim, suit, loss, costs, or damages sustained in connection with performance of services is limited to the remedy in Section 8 of the attached licensing agreement.
- C. CONTRACTOR shall require each and every contractor or subcontractor for the project to indemnify, save and hold harmless, and defend the DEPARTMENT, its directors, employees, representatives, or agents

against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under the license agreement.

9. Termination of Contract for Cause.

If, for any reasons, or through any cause, CONTRACTOR shall fail to fulfill in timely or proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, DEPARTMENT shall then have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date, at least ten business 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 CONTRACTOR under this Contract shall, at the option of DEPARTMENT, become its property, and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DEPARTMENT in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DEPARTMENT. Whether such work is satisfactory and usable is determined by DEPARTMENT in its sole discretion. In no event, shall any software provided by CONTRACTOR become the property of DEPARTMENT, however the DEPARTMENT retains the authority to continue using the software after termination of this agreement. Termination for Convenience of DEPARTMENT.

DEPARTMENT may terminate this Contract in its sole discretion at any time for any reason by giving written notice of such termination and specifying the effective date, 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 DEPARTMENT, become its property and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DEPARTMENT in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DEPARTMENT. Whether such work is satisfactory and usable to is determined by DEPARTMENT in its sole discretion. Such reasonable compensation shall be CONTRACTOR'S sole compensation. Exercise of this right by DEPARTMENT shall not be deemed a breach of this Contract, and no damages shall be awarded to CONTRACTOR for exercise of this paragraph. If this Contract is terminated due to the fault of CONTRACTOR, Paragraph 9 hereof relative to termination shall apply. In no event, shall any software provided by CONTRACTOR become the property of DEPARTMENT however the DEPARTMENT retains the authority to continue using the software after termination of this agreement.

10. Changes; Fragmentation Prohibition.

DEPARTMENT may, from time to time, require changes in the Scope of Services of the CONTRACTOR to be performed under this Contract in DEPARTMENT'S sole discretion, provided, however, if such changes include any decrease in the amount of CONTRACTOR'S compensation, then such changes must be mutually agreed upon by DEPARTMENT and CONTRACTOR, and shall be incorporated in written amendments to this Contract. The parties represent and agree that this Contract is not a fragmentation of a project, and that this Contract is not part of or a continuation of an ongoing project. The parties understand that any intentional fragmentation of a project, in order to make a professional services contract subjects a violator to a fine of not less than one thousand (\$1,000) dollars nor more than two thousand (\$2,000) dollars, and to imprisonment for not more than one year, pursuant to 29 Del. C. §6903.

11. Interest of CONTRACTOR.

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 with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

12. Publication, Reproduction and Use of Material.

No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. DEPARTMENT 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. CONTRACTOR shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for DEPARTMENT'S support will be given in the publication. The provisions of this Section 13 shall not apply with respect to software provided by CONTRACTOR to the DEPARTMENT. The DEPARTMENT acknowledges that CONTRACTOR owns all right and title in and to such software, including all copyright therein, and DEPARTMENT shall have no right to publish, disclose, distribute or

otherwise use such software except as specifically permitted in the Software License Agreement attached hereto as Attachment C, however the DEPARTMENT retains the authority to continue using the software after termination of this agreement.

13. Assignment of Antitrust Claims.

As consideration for the award and execution by DEPARTMENT of this Contract, CONTRACTOR hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by DEPARTMENT or CONTRACTOR pursuant to this Contract.

DOE Funding.

A. General:

1. CONTRACTOR shall comply with all applicable State and Federal laws and regulations. If applicable State and Federal laws and regulations conflict with the provisions of paragraph 15, then applicable laws and regulations supersede the provisions of paragraph 15. The provisions of paragraph 15 shall apply to the work to be performed under this Contract and such provisions shall supersede any conflicting provisions of this Contract.
2. This Contract is funded by a grant from the DOE. Neither the United States nor any of its departments, agencies, or employees is a party to this Contract.
3. The rights and remedies of DEPARTMENT provided for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

B. Remedies: Except as may be otherwise provided in this Contract all claims, counterclaims, disputes and other matters in question between DEPARTMENT and CONTRACTOR arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.

C. Audit; Access to Records: CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance on DOE grant work under this Contract in accordance with generally accepted accounting principles and practices. CONTRACTOR shall also maintain the financial information and data used by CONTRACTOR in the preparation or support of the cost submission, and a copy of the cost summary submitted to DEPARTMENT. The United State's Department of Labor, DEPARTMENT (and the State of Delaware) or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. CONTRACTOR will provide proper facilities for such access and inspection.

D. Subcontracts: Any subcontractors and outside associates or consultants required by CONTRACTOR in connection with the services covered by this Contract will be limited to such individuals or firms as were specifically identified and agreed to in writing during negotiations, or as are specifically authorized in writing by DEPARTMENT during the performance of this Contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of DEPARTMENT.

E. Equal Employment Opportunity: CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

F. Utilization of Small and Minority Business: CONTRACTOR agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of EPA grant assisted contracts and subcontracts.

G. Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, DEPARTMENT shall have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

H. Gratuities:

1. If it is found, after notice and hearing, by DEPARTMENT that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent of DEPARTMENT or of DOE with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the

performance of this Contract, DEPARTMENT may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under this Contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which DEPARTMENT makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this Contract.

2. In the event this Contract is terminated as provided in paragraph 13.H.1) hereof, DEPARTMENT shall be entitled (i) to pursue the same remedies against CONTRACTOR, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by DEPARTMENT), which shall be not less than three nor more than ten times the costs incurred by CONTRACTOR in providing any such gratuities to any such officer or employee.
  - I. Patents: If this Contract involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this Contract, such invention or discovery shall be subject to the reporting and rights provisions of Subpart D of 40 C.F.R. Part 30, in effect on the date of execution of this Contract including the Appendix of said Part 30. In such case, CONTRACTOR shall report the discovery or invention to DOE directly or through DEPARTMENT and shall otherwise comply with DEPARTMENT'S responsibilities in accordance with Subpart D of 40 C.F.R. Part 30. CONTRACTOR hereby agrees that the disposition of rights to inventions made under this Contract shall be in accordance with the terms and conditions of aforementioned Appendix. CONTRACTOR shall include provisions appropriate to effectuate the purposes of this condition in all subcontracts involving research, developmental, experimental, or demonstration work. The parties acknowledge that this section shall not apply with respect to any software provided by CONTRACTOR to the DEPARTMENT.
14. DEPARTMENT'S Responsibilities. DEPARTMENT shall:
  - A. Examine and review in detail all letters, reports, drawings and other documents presented by CONTRACTOR to DEPARTMENT and render to CONTRACTOR in writing findings and decisions pertaining thereto within a reasonable time so as not to delay the services of CONTRACTOR.
  - B. Give prompt written notice to CONTRACTOR whenever DEPARTMENT observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services.
15. The Parties Agree:
  - A. The laws of the State of Delaware shall apply to the construction and operation of this Contract.
  - B. This contract is the entire agreement between the CONTRACTOR and the DEPARTMENT and supersedes any prior agreement, whether oral or written, between the CONTRACTOR or any predecessor of the CONTRACTOR and the DEPARTMENT. It may be altered only by a written agreement signed by the CONTRACTOR and the DEPARTMENT. The CONTRACTOR's rights and obligations under this agreement will be binding on the CONTRACTOR's successors and assigns.
  - C. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in it, without the prior written consent of the DEPARTMENT.
  - D. The Contractor shall comply with 30 DE Code Chapter 23 regarding business licenses throughout the term of this agreement.

STATE OF DELAWARE

DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL

\_\_\_\_\_  
Collin P. O'Mara, Secretary

3/1/2011  
Date

\_\_\_\_\_  
Lily L., President, Hancock Software, Inc.

3/1/2011

Date

The system should be able to create reports on a timely basis that reflect the units completed and units in progress.

- Automated Reminders and Confirmations:

The system shall be able to create automatic reminders and obtain confirmations prior to final submission of any WAP document. This includes but is not limited to:

- Expiration of necessary licenses or requirements (proof of liability insurance),
- Notification of upcoming payments or outstanding invoices,
- Electronic signatures from contractor and sub-grantees on final documents or reports,
- Others as determined by DNREC.

- Contractor and Sub-contractor data:

The system must be able to track information related to the contractors and sub-contractors working in the Delaware WAP including but not to:

- Contractor hourly rate,
- Job title,
- All projects completed and/or worked on by a specific contractor,
- Type of work completed and installed,
- Date hired,
- Type of training received,
- Hours completed on the job, and
- Others as determined by DNREC.

The system should be able to create reports on a timely basis that reflect the contractor and sub-contractor data.

- Training and Technical Assistance data:

The system must be able to track and document training and technical assistance data for Delaware WAP staff (Sub-grantees, State Staff, contractors, etc.) and contractors. Data recorded and tracked includes but is not limited to:

- Training type,
- Training needed,
- Date trained,
- Others as determined by DNREC.

The system should be able to create reports on a timely basis that reflect training and technical assistance data for the WAP program.

- Federal, state and local data for reporting:

The system must have the ability to create reports on a regular cycle as required by DOE. The system shall meet all the requirements outlined in the DOE Performance and Accountability System (the PAGE system). As well as the federal OMB 1512 reports, Davis Bacon reports, and Historic Preservation reports.

Reporting cycles include:

- Monthly,
- Quarterly, and
- Annually,

Additionally, the system should be able to generate reports as needed by DNREC.

- The Department of Energy, American Recovery, and Reinvestment Act (ARRA) provisions and requirements.

The system must be able to track ARRA funding and the requirements associated with this funding source. Information required by ARRA includes but is not limited to the following:

- Davis-Bacon wages and payroll requirements,
  - Fringe benefits,
  - Job classifications,
  - Jobs created,
  - Jobs retained,
  - Other requirements stated in the flowdown requirements found in Appendix B.
3. The weatherization tracking software shall be accessible to all users. The software must be available on any PC or laptop as well as a variety of wireless devices including ipads, ipods, ipod touches, iphones, other smartphones, and other mobile technology as feasible for the program and determined by DNREC. The user-friendly format should be geared towards users who are not technologically inclined (easily accessibility, 'save as you go' features, "What's this?" functions, etc.)
  4. The Contractor shall ensure that the most up-to-date security available is implemented for the software tracking package to ensure that all data on the system is protected from data breaches or inappropriate access to/sharing of the data. This includes but it not limited to:
    - A minimum of a 128 bit encryption via a SSL is required.
    - Each user must have a unique log-in identification and password. The system must have significant role-based security to ensure system security.
    - The system must also be located on a secure server that is "backed-up" on a daily interval to protect data.
    - The Contractor shall provide DNREC with a contingency plan for continuous support in case the Contractor is unable to provide support.
  5. The Contractor will be responsible for training all system users on the functions of the weatherization tracking software package. This includes but is not limited to:
    - Support services for upgrades,
    - Updates throughout the life of the contract,
    - Operations,
    - On-line trainings, and
    - Providing technical assistance for creating usable data input files (client data, price lists and others as determined by DNREC).

At a minimum the Contractor will be responsible for conducting a 2-day on-site training and technicians available pre- and post- launch via conference call, webex, gotomeeting or in-person to answer questions and to troubleshoot user issues.

6. The contracted price includes the Contractor uploading/migrating existing DNREC WAP data into the software program. Additionally, the contractor will be responsible for

providing technical assistance for creating usable data input files including but not limited to: client data, price lists, etc.

7. The contracted price includes review and revisions between DNREC and other users with feedback to Hancock on the refinement of the requested functions and necessary customizations to achieve the functional capabilities in section 2 above.
8. The Contractor will be responsible for providing assistance and a “help desk” to all users of the system. As part of the “help desk” function, during year 1, the Contractor shall provide a “help desk” log of hours and tasks used by Delaware WAP system users. DNREC retains the right to renegotiate the need for the “Help Desk” after year 1.
9. All programming and modules for the system shall meet all the requirements listed in section 2 of this Scope of Work.
10. Annual maintenance and associated costs/fees shall be provided in a detailed itemized line item budget for all years under the contract.
11. At any point during the contract DNREC may request to have the system relocated to DNREC’s network/server in a timely (no more than 30 days) manner.
12. The Contractor shall deliver appropriate license for the use of the WAP software by DNREC for as long as it wishes to use the software whether at the vendor’s location or DNREC’s datacenter. The contractor shall provide all the support resources needed to edit, compile and link the WAP software on the State’s network when needed.
13. The Contractor will be responsible for applying to the US Department of Energy for permission to use HEAT (Hancock Energy Audit Tool) as an approved computerized auditing tool for the Delaware Weatherization Assistance Program.

#### **TIMELINE AND DELIVERABLES:**

Phase 1: Interim Product: The current Hancock software package with all existing modules and critical features.

Week 1:

Introductory meeting with Delaware WAP staff (via conference call, webex or gotomeeting)

Week 1 Deliverable: Pilot program for DNREC staff to explore and become familiar with. Guidance to DNREC on the necessary data entry content and formats.

Week 2:

Data input training

Data entry begins

Week 2 Deliverable: List of what functions will be provided within Phase 1 and what functions will be within Phase 2. DNREC staff will work with Hancock staff to

identify critical functions that need to be in Phase 1 and prioritize modifications in Phase 2.

Week 3:

Quality Assurance testing

Software testing with state WAP staff

Week 3 Deliverable: Data entry is complete and testing with Delaware WAP staff.

Week 4:

Training for system users

Launch software with all existing modules and critical features.

Week 4 Deliverable: On-site training for all-users and any guidance documents or “How-to” guides for the system. Implementation and delivery of all existing Hancock modules and critical features.

Phase 2: Full Implementation of completed weatherization tracking software.

Week 5-8:

Configuration of the software for Delaware WAP

Week 5-8 Deliverable:

Coordination on remaining modules for Delaware’s system needs with intermediate demonstrations to obtain user feedback before finalizing the configuration.

Week 9:

Launch of full Delaware Weatherization Tracking Software.

Week 9 Deliverable:

Full implementation and delivery of the Delaware Weatherization Tracking Software

**ATTACHMENT B - SUBGRANT FLOW DOWN PROVISIONS FOR WAP AND SEP  
FINANCIAL ASSISTANCE AWARDS**

~~Resolution of Conflicting Conditions~~

Statement of Federal Stewardship

Site Visits

Reporting Requirements

Publications

Federal, State, and Municipal Requirements

Intellectual Property Provisions and Contact Information

Lobbying Restrictions

Notice Regarding the Purchase of American-Made Equipment and  
Products -- Sense of Congress

Decontamination and/or Decommissioning (D&D) Costs

Historic Preservation

Flow Down Terms For ARRA Awards - See Prescriptions for  
Applicability

Special Provisions Relating To Work Funded Under American  
Recovery and Reinvestment Act of 2009

Reporting and Registration Requirements Under Section 1512 of  
The Recovery Act

Required Use of American Iron, Steel, and Manufactured Goods  
(Covered Under International Agreements)-Section 1605 of the  
American Recovery and Reinvestment Act of 2009

Wage Rate Requirements Under Section 1606 Of The Recovery Act



# Purchase Order

## STATE OF DELAWARE

Division of Accounting  
Department of Finance  
820 Silver Lake Boulevard Suite 200  
Dover DE 19904  
United States

Vendor: 0000084163  
**HANCOCK SOFTWARE INC**  
2 GILLENARD LANE  
FRAMINGHAM MA 01701-4888

### PENDING APPROVAL

Dispatch via Print

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
STATE-0000066305	03/16/2011		1
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>	
DUE NOW	Destination	Common Car	
<b>Buyer</b>	<b>Phone</b>		
Maddox, Joseph Harold			

**Ship To:** Office of the Secretary  
Department of Natural Resources & Environmental Co  
89 Kings Hwy  
Dover DE 19901  
United States

**Bill To:** Division of Accounting  
Department of Finance  
820 Silver Lake Boulevard Suite 200  
Dover DE 19904  
United States

#### Conditions and Instructions to Vendor:

1. Acceptance of this Purchase Order is agreement to accept payment by credit card, ACH or by check at the State's option.
2. All prices F.O.B. destination unless otherwise indicated.
3. This order and the performance thereof shall be construed and governed in accordance with the laws of the State of Delaware.
4. Separate Invoices must be submitted for each order. Submit invoice in triplicate.
5. Any price changes must be agreed to by the Ordering Agency prior to submitting Invoices.
6. Purchase Order not valid unless signed by Secretary of Department of Finance or designee or under \$5000.00 or marked emergency.

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	WAP Software Package		1.00	EA	339,000.00	339,000.00	03/16/2011
<b>Schedule Total</b>						<u>339,000.00</u>	
<b>Item Total</b>						<u>339,000.00</u>	

Weatherization Software Package-WAP ARRA Funds  
PO Total \$339,000.00

**Total PO Amount** 339,000.00

Copy

Unauthorized

