

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is entered into as of August 1, 2013 ("Effective Date") and will end on August 31st, 2015, by and between the State of Delaware, Department of Natural Resources and Environmental Control, Division of Air Quality ("Delaware"), and AMEC Environmental and Infrastructure, Inc., an environmental services corporation, with offices at 4021 Stirrup Creek Drive, Suite 100 Durham, NC ("AMEC").

WHEREAS, Delaware desires to obtain certain services to deliver a successful Emission Information Exchange solution for the stack testing groups in Delaware, Pennsylvania, and District of Columbia; and

WHEREAS, AMEC desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and AMEC represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and AMEC agree as follows:

1. Services.

1.1 AMEC shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as Appendix A; and (c) AMEC's response to the request for proposals, attached hereto as Exhibit A. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by AMEC shall be furnished without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify AMEC, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by AMEC for any aspect of its performance under this Agreement. Pricing of changes shall be

consistent with those established within this Agreement.

1.4 AMEC will not be required to make changes to its scope of work that result in AMEC's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from August, 2013 through August, 2015.

2.2 Delaware will pay AMEC for the performance of services described in Appendix B, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix C.

2.3 Delaware's obligation to pay AMEC for the performance of services described in Appendix B, Statement of Work will not exceed the fixed fee amount of \$ 303,516. It is expressly understood that the work defined in the appendices to this Agreement must be completed by AMEC and it shall be AMEC's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to AMEC.

2.4 AMEC shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide AMEC a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle AMEC to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to AMEC, 4021 Stirrup Creek Drive, Suite 100, Durham, NC 27703.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by AMEC. If an Appendix specifically provides for expense reimbursement, AMEC shall be reimbursed only for reasonable expenses incurred by AMEC in the performance of the services, including, but not necessarily limited to, travel and lodging expenses,

communications charges, and computer time and supplies.

2.6 Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 Delaware shall subtract from any payment made to AMEC all damages, costs and expenses caused by AMEC's negligence, resulting from or arising out of errors or omissions in AMEC's work products, which have not been previously paid to AMEC.

2.8 Invoices shall be submitted to:
Division of Air Quality
715 Grantham Lane
New Castle, DE 19720
Attn: Joseph M. Martini

3. Responsibilities of AMEC.

3.1 AMEC shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by AMEC, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, AMEC shall follow practices consistent with generally accepted professional and technical standards. AMEC shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, AMEC shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. AMEC shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by AMEC's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of AMEC to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. AMEC will not produce a work product that violates or infringes on any copyright or patent rights. AMEC shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by Delaware of any products or services furnished by AMEC shall not in any way relieve AMEC of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of AMEC's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and AMEC shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by AMEC's performance or failure to perform under this Agreement.

3.4 AMEC shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by AMEC's associates and employees under the personal supervision of the Project Manager. The estimated distribution of labor effort by phase is listed below:

Project Phase Title	% of Project Involvement
Phase 1: Business Case Analysis	10.3%
Phase 2: Solution Requirement Analysis	15.2%
Phase 3: Solution Design and Prototype	22.7%
Phase 4: Construct EIX Solution	22.5%
Phase 5: Testing and Implementation	16.0%
Phase 6: Training	2.7%
Phase 7: Post Implementation Support	6.8%
Phase 8: Project Debriefing	2.3%
Three-Year EIX Solution Hosting	1.5%
TOTAL	100.0%

3.5 Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, AMEC will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position.

Replacement staff persons are subject to review and approval by Delaware. If AMEC fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of AMEC is unsuitable to Delaware for good cause, AMEC shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 AMEC shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such

correspondence.

3.7 AMEC agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8 AMEC has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.

3.9 AMEC will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.

3.10 The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1 A project schedule is included in Appendix B.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by Delaware.

4.3 In the event that AMEC fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix C.

5. State Responsibilities.

5.1 In connection with AMEC's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 Delaware agrees that its officers and employees will cooperate with AMEC in the performance of services under this Agreement and will be available for consultation with AMEC at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by AMEC under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated

representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform AMEC by written notice before the effective date of each such delegation.

5.4 The review comments of Delaware's designated representatives may be reported in writing as needed to AMEC. It is understood that Delaware's representatives' review comments do not relieve AMEC from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 Delaware shall, without charge, furnish to or make available for examination or use by AMEC as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

AMEC shall return any original data provided by Delaware.

5.6 Delaware shall assist AMEC in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 AMEC will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 Delaware agrees not to use AMEC's name, either express or implied, in any of its advertising or sales materials. AMEC reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by AMEC for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. AMEC shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware.

Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 AMEC retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which AMEC retains title, whether individually by AMEC or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall AMEC be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, AMEC shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by AMEC prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of AMEC even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1 AMEC warrants that its services will be performed in a good and workmanlike manner. AMEC agrees to re-perform any work not in compliance with this

warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by AMEC for Delaware in connection with the provision of the Services, AMEC shall pass through or assign to Delaware the rights AMEC obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 AMEC 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) directly arising out of (A) the negligence or other wrongful conduct of the AMEC, its agents or employees, or (B) AMEC's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) AMEC shall have been notified promptly in writing by Delaware of any notice of such claim; and (ii) AMEC shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If Delaware promptly notifies AMEC in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, AMEC will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. AMEC will not indemnify Delaware, however, if the claim of infringement is caused by (1) Delaware's misuse or modification of the Deliverable; (2) Delaware's failure to use corrections or enhancements made available by AMEC; (3) Delaware's use of the Deliverable in combination with any product or information not owned or developed by AMEC; (4) Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in AMEC's opinion is likely to be, held to be infringing, AMEC shall at its expense and option either (a) procure the right for Delaware to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute Delaware's sole and exclusive remedies and AMEC's entire liability with respect to infringement.

9.3 Delaware agrees that AMEC's total liability to Delaware for any and all damages whatsoever arising out of or in any way related to this Agreement from

any cause, including but not limited to contract liability or AMEC negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to AMEC.

In no event shall AMEC be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if AMEC has been advised of the likelihood of such damages.

10. Employees.

10.1 AMEC has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by AMEC in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of AMEC who will be assigned to this project.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, AMEC shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. AMEC shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 AMEC acknowledges that AMEC and any subcontractors, agents or employees employed by AMEC shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3 AMEC shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, AMEC has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

12.1 Delaware may suspend performance by AMEC under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to AMEC at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay AMEC its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. AMEC shall not perform further work under this Agreement after the effective date of suspension. AMEC shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

12.2 In the event Delaware suspends performance by AMEC for any cause other than the error or omission of the AMEC, for an aggregate period in excess of 30 days, AMEC shall be entitled to an equitable adjustment of the compensation payable to AMEC under this Agreement to reimburse AMEC for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

13. Termination.

13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after AMEC is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

13.3 If termination for default is effected by Delaware, Delaware will pay AMEC that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to AMEC at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of AMEC's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event AMEC shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of AMEC assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of AMEC to fulfill contractual obligations it is determined that AMEC has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

13.5 The rights and remedies of Delaware and AMEC provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

- 13.6.1 Delaware may, by written notice to AMEC, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by AMEC or any agent or representative of AMEC to

any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, Delaware shall be entitled to pursue the same remedies against AMEC it could pursue in the event of a breach of this Agreement by AMEC.

13.6.3 The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

15.1 Any attempt by AMEC to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by AMEC, without prior written approval of Delaware.

15.3 Approval by Delaware of AMEC's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve AMEC of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 AMEC shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by AMEC, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by Delaware's approval of the AMEC's request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this 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.

17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

AMEC and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

19. Complete Agreement.

19.1 This agreement and its Appendices shall constitute the entire agreement between Delaware and AMEC with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2 If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of

such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 AMEC may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1 In performance of this Agreement, AMEC shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. AMEC shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 AMEC covenants that it presently has no interest and that it will 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 Agreement. AMEC further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 AMEC acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. AMEC recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare AMEC in breach of the Agreement, terminate the Agreement, and designate AMEC as non-responsible.

20.6 AMEC warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding

for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 AMEC shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit AMEC's performance and records pertaining to this Agreement at the AMEC business office during normal business hours.

21. Insurance.

21.1 AMEC shall maintain the following insurance during the term of this Agreement:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- F. If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. AMEC shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, 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:

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, AMEC hereby grants, conveys, sells, assigns, and transfers to 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 the State pursuant to this contract.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. AMEC consents to jurisdiction venue in the State of Delaware.

24. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

TO DELAWARE: Division of Air Quality
Office of the Director
655 S. Bay Road, Suite 5N
Dover, DE 19901

TO AMEC: AMEC Environmental & Infrastructure, Inc.
4021 Stirrup Creek Drive, Suite 100
Durham, NC 27703

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

STATE OF DELAWARE
DEPARTMENT OF _____

Witness

Name: _____

Title: _____

Date: _____

Date: _____

VENDOR NAME

Witness

Name: _____

Title: _____

Date: _____

Date: _____

Appendix A: Request for Proposals

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
EMMISSIONS INFORMATION EXCHANGE PROJECT
TO PROVIDE AN ELECTRONIC FLOW OF SOURCE TESTING DATA
FOR USE WITH PERMITTED SOURCES
ISSUED BY DNREC- DIVISION OF AIR QUALITY
CONTRACT NUMBER NAT13102-AIR_QUALITY**

I. Overview

The State of Delaware Department of Natural Resources and Environmental Control, Division of Air Quality, seeks professional services to develop an application using the Environmental Reporting Tool (ERT) to provide an electronic flow of source testing data for use with permitted sources. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Public Notice	Date: December 27, 2012
Deadline for Questions	Date: January 9, 2013
Response to Questions Posted by:	Date: January 15, 2013
Deadline for Receipt of Proposals	Date: January 28, 2013 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: March 15, 2013

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal 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. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Services

Background

The Delaware Department of Natural Resources and Environmental Control (DNREC), Division of Air Quality (DAQ), is seeking professional services to develop an application to report, transfer, and share emissions data collected between sources and state agencies using the Electronic Reporting Tool (ERT) and the Central Data Exchange (CDX). Additionally, DAQ will require that a comprehensive training opportunity be developed and offered to all stakeholders required to use this process.

This application will provide electronic quality assurance, calculation and report formatting capabilities to its users. Referenced as the Emissions Information Exchange (EIEX) Project, the EIEX is designed for stakeholders to:

1. Develop a workflow that requires State approval for each ERT submittal to complete the transaction to CDX.
2. Application of email or State file server to receive and return ERT test plans.
3. Application of EPA’s CDX and WebFire server to receive ERT test reports through a single centralized access point.
4. Application of the ERT to document State reviews of test plans and test reports.

Files submitted to EPA through the Compliance and Emissions Data Reporting Interface (CEDRI) of CDX includes a Cross-Media Electronic Reporting Regulation (CROMERR) compliant signature of the designated facility representative, and the date and time of all submissions.

Project Stakeholders include:

1. Environmental Protection Agency (EPA)
2. Delaware Division of Air Quality (DEDAQ)
3. District Department of Environment (DDOE)
4. Pennsylvania Department of Environmental Protection Bureau of Air Quality (PADEP)
5. Mid-Atlantic Regional Air Management Association (MARAMA)
6. Source testing facilities
7. Public/private sector interested in source testing data.

Scope of Services Requested

The team (EPA, DEDAQ, DDOE, PADEP, and MARAMA) will develop an electronic flow of source testing data for use with the permitted sources within its jurisdiction.

This RFP encompasses the design and build phases for a business process that will use the ERT application as a required additional tool to create electronic data sets (PDS) for source testing data. The PSD is an electronic data set that is prepared by the EPA provided ERT software. A PDS is defined as the electronic information that is stored in the ERT that is transmitted to the CDX. A PDS will be created for each source test submittal.

The US EPA has already developed a workflow transmitting the PDS to the CDX, as shown in Table 1. Although the Scope-of-Work defined for this project will follow this prescribed workflow, the team is seeking to make modifications to the methods that are used to move, store, and organize this information.

Our requirements include:

1. Develop a staging location to be used by each Regulatory Agency to move the PDS between the Source or Testing Company and the Agency and to the EPA CDX. Tracking information on the progress of the stack test is also required.
2. Develop a dataset and queries that can be used by all project partners to search and extract information to Excel format.
3. Develop templates that will aid the Source or Source Testing Company to populate the PDS.
4. Develop an approach to transfer information contained in the PDS to the PADEP Pennsylvania Source Test Information Management System (PSIMS). This customization will allow PSIMS to create work items from the data extracted.

The bidder will house the system on their computers for three years and allow the project team unfettered access to test the system. As part of the project, the bidder should specify at least two options for long-term storage:

Option 1: System housed on a project partner server: Computer hardware, including server system and storage capacity and appropriate access speeds.

Option 2: System housed by the bidder or a commercial cloud system.

This project will encompass the following phases.

1. Business Case Analysis (Support Only)
2. Solution Requirement Analysis
3. Solution Design and Prototype
4. Construct EIEX Solution (Build)
5. Testing and Implementation

Table 1: ERT Basic Workflow

Step	Owner	Description
1	Source	<ul style="list-style-type: none"> • Creates a partial test plan with basic information on facility and process requiring testing and target analytes to be included. • E-mails ERT PDS to Source Test Company for completion
2	Source or Testing Company	<ul style="list-style-type: none"> • Completes the test plan with details on test method to be employed, test durations, test method modifications, etc. • Creates ERT Submission Package File • Submit ERT Submission Package File to Regulatory Agency by E-mail or on electronic media.
3	Regulatory Agency	<ul style="list-style-type: none"> • Uses ERT to document the review of submitted test plan. • Approves test plan or provides comments on areas where more information is needed. • Submits ERT Submission Package File to source or testing company by E-mail or other means.
4	Source or Testing Company	<ul style="list-style-type: none"> • If test plan not approved, updates the test plan, creates ERT Submission Package File, and resubmits to the agency by E-mail or by other means. • If approved, conducts test program. • Uses ERT file with approved test plan to produce draft test report. • Enters run data into spreadsheet or directly into ERT. • Enters lab data into ERT • Attaches support documentation. • Review completed test report for truth, accuracy and completeness. • Creates ERT Submission Package File. • Submits ERT Submission Package File to agency or Environmental Protection Agency (EPA) through the Central Data Exchange.
5	Regulatory Agency	<ul style="list-style-type: none"> • Retrieves PDS from WebFIRE • Reviews PDS file • Updates submittal history • If corrections are required, returns PDS to source or test company.
6	Source or Source Test Company	<ul style="list-style-type: none"> • Corrects PDS if required • Creates ERT Submission Package File • Resubmits ERT Submission Package File to agency or Environmental Protection Agency (EPA) through the Central Data Exchange.

6. Training (End-User/System Administration/Operations)
7. Post Implementation Support
8. Project Debriefing

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 policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>.

If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, 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 State policies, standards or general practices.

The State of Delaware is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. It is for this reason that DTI and agencies are requesting an explicit review by the vendor of our Cloud Terms and Conditions (T&C's), including an item-by-item acknowledgement from the candidate vendor.
<http://dti.delaware.gov/pdfs/pp/Cloud-External-Hosting.pdf>

All documentation and programs, including the solution developed under this effort, cannot be proprietary and will become the property of the team. Further provisions as required by the State of Delaware are included as Attachment 11.

Project Management

The DAQ Project Manager for this effort will be:

Joseph Martini
Department of Natural Resources and Environmental Control, Division of Air Quality
715 Grantham Lane
New Castle, DE 19720
Phone: 302-323-4542
Fax: 302-323-4598
Email: Joseph.Martini@state.de.us

The DAQ Project Manager shall represent the team throughout this project.

The selected contractor shall appoint a Project Manager, who will function as the Department's sole point of contact for administrative matters, technical questions, and contract management issues. The Project Manager shall oversee and coordinate all activities of any subcontractors brought onto the project, again serving as the single point of contact on the previously mentioned items. The selected contractor's Project Manager shall be responsible for, at a minimum, the following management tasks:

1. Project Status Reports – Monthly
2. Problem Identification Report – As required
3. Project Status Presentations to Department's Senior and Executive Staff – As required
4. Creation and maintenance of a Project Schedule
5. Participation in monthly status meetings- As required.

The DAQ Project Manager may assign additional managerial tasks, as appropriate.

No work shall begin before a work statement is developed and approved by the DAQ Project Manager.

The DAQ Project Manager shall determine project priorities. Changes in the project's scope, deliverables, or direction shall be determined by mutual agreement between the DEP Project Manager and the selected contractor's Project Manager.

Tasks

This project will be defined through 8 phases. These phases will serve as benchmarks for this project. A sequential progression through each of these 8 phases will represent the basic Project Management organization. Further, completion of each benchmark will serve the basis for payment schedules for this effort.

Details for each phase are defined in the remaining section text.

Phase 1: Technology Business Case (Documentation Review)

1. Review the Technology Business Case document that was completed for the business process that was identified in this RFP and make any additions or modifications to the document for the best way to develop the EIEX application. The document is included as Attachment 10.

Phase 2: Solution Requirement Analysis

Tasks for this phase shall include, but not limited to:

1. Conduct a walk-through analysis of the current operation of each of the team's processes used to exchange, review, and store source-testing data.
2. Identify and document the objectives and expectations for the new solution(s).
3. Ensure that the new solution meets the requirements set forth by each team's Department for Archiving.
4. Ensure that the new solution meets the requirements set forth by each team's Department for eGovernment.
5. Ensure that the new solution meets the requirements set forth by each team's Department for security.
6. Identify and document input/output business process rules as it relates to each procedure.
7. Identify and document security and retention requirements.
8. Identify and document, in detail, technical architecture for EIEX data exchange to report, approve and publish source testing information between facility user, state, and EPA.
9. Identify the high-level hardware and software requirements to satisfy desired system infrastructure.
10. Identify detailed hardware and software requirements.
11. Identify disaster recovery and high availability standards as mandated by exiting team Department's standards for business continuity purposes.

Phase 3: Solution Design and Prototype

Tasks for this phase shall include but are not limited to:

1. Develop detailed module/program specifications.
2. Define detailed document storage parameters.
3. Define required manual processes and procedures, if required.
4. Develop end-user training plan.
5. Develop "first-draft" user and systems administration guides per standards.
6. Develop systems test plan.
7. Develop transition strategy for installation, acceptance, and training.
8. Develop production prototype including:
 - (1) Screens for full functionality
 - (2) Working Reports

- (3) Error Checking and Input Validation
- (4) Functionality of designed workflow.

Phase 4: Construct EIEX Solution (Build)

Tasks for this phase shall include but are not limited to:

1. Develop an application for use with the ERT as a staging area to review and approve emissions data
2. Provide functionality for team members to push the emissions data to their internal database for further use.
3. Create an opportunity for each team to approve the emissions data.
4. Give the team members the ability to push the emission's data to the EPA's CDA via Node-to-CDX data transfer.
5. Allow each team member to publish their emissions data through their own Nodes.
6. Create opportunity to generate a manager's report for summary statistics for each source test submitted.
7. Provide opportunity for other Exchange Network Partners to use the Exchange Network (EN) Browser to discover / use the emissions data.

Phase 5: Testing and Implementation Phase

Tasks for this phase shall include but are not limited to:

1. Perform acceptance testing.
2. Perform data conversion and data clean-up (if applicable).
3. Implement support help desk and support facilities.
4. Implement change request and problem reporting procedures.
5. Establish change control and problem reporting logs.
6. Monitor and tune application software and database(s).

Phase 6: Training (End-User/System Administration/Operations)

Tasks for this phase shall include but are not limited to:

1. Prepare a User's Manual
2. Train users, operations staff and technical support.

Phase 7: Post Implementation Support

Tasks for this phase shall include but are not limited to:

1. Provide follow-up support and training on an "as-needed" basis for each of the defined applications.

Phase 8: Project Debriefing

Tasks for this phase shall include but are not limited to:

1. Participation in a meeting with all project team members to discuss alignments of project outcomes to objectives, lessons learned, and recommendations.

Deliverables

In completing the above tasks, the selected contractor shall be responsible for providing the following deliverables to the DAQ. In constructing these deliverables, recommendations to the program areas shall be done in the form of an analysis of all feasible alternatives, listing the pros, cons, costs, risk factors, business case justification, and return on investment (ROI) for each option. The selected contractor may choose to state its preference; however, the DAQ shall make the final determination on which option is chosen.

Overall:

1. Project (Task Order) Management Plan. The selected contractor shall prepare a Project (Task Order) Management Plan, in both MS Word and MS Project formats, that describes and integrated technical approach for meeting the tasks, deliverables, schedule, and resources required within the initial period of performance and meeting the desired completion dates. The DAQ Project Manager shall review the plan at agreed upon intervals for mutually agreed upon modifications.
2. Project Communication Plan – The Project Communication Plan should, at a minimum, include the following: list of team members, team communication, interaction with the DAQ Project Manager, team member reports, team member meetings, status meetings with the DAQ Project Manager, status report to DAQ, meeting agendas, meeting minutes, interview questions and responses, issue tracking items, project change requests, costs analysis, sign-off procedures, etc.

Phase 1: Technology Business Case (Documentation Review)

3. Documentation – Provide “to-Be” recommendation revisions.

Phase 2: Solution Requirements Analysis

4. Functional Requirements Documents (FRD) – This deliverable shall contain at a minimum a document identifying the Solution Requirement and Expectations, detail “To-Be” process description, as well as all other requirements and information captured during this phase as listed in the tasks above.
5. Business Objectives Definitions – This deliverable shall contain at a minimum a document identifying all content related to the solution with related processing volumes.
6. Solution Design Estimate – This deliverable shall contain at a minimum detailed estimates of time and cost, by component of the anticipated solution, for the completion of the Solution Design Phase (Phase 3) and an adjusted rough order of magnitude (ROM) estimate for remaining phases (Phases 4 - 8).

Phase 3 – Solution Design and Prototype

7. Design Plan- At a minimum the design plan shall address the following: Define the overall system architecture, including any logical and physical database designs derived from the entity-relationship models and translate the business functions into detailed module design definitions describing specific screens, reports, menus, algorithms, and utilities.
8. System test Plan – Develop test specifications for each software module based on the detailed module design specifications. Outlines test objectives (test cases), the test data to be used, and expected test results.
9. Transition Plan – This deliverable shall contain at a minimum a detailed transition strategy for installation, acceptance, end user and operations training, data take-on, and cut-over.

10. Application Prototype – This deliverable shall at a minimum contain a prototype of the application screens and report layout that demonstrate functionality, data validation, error checking and navigation based upon the detailed requirements analysis document.

11. End User and Operations Documentation – Provide initial drafts of these documents.

12. End User and Operations Training Plan – This deliverable shall contain at a minimum a complete training schedule, training materials, custom-developed training needed in order to provide training for end users and Operational personnel.

Phase 4: Construct EIEX Solution

13. Upgraded system

14. Detailed Module Specifications

15. Completed and tested modules

16. Rough drafts of end-user and operations documentation.

Phase 5: Testing and Implementation

17. Fully installed and operational system

18. Plan for PSIMS customization

18. Complete and approved documentation

19. Help Desk and End User Support Plan

20. Completion and sign-off on system and acceptance testing procedures.

Phase 6: Training

21. Completion and sign off on the End User and Operations Training Plan

Phase 7: Post Implementation Support

22. Provide individual support for one year for post implementation support on “as-needed” bases to identify and correct problems and handle any other problems or questions not covered in the training plan.

Phase 8: Project Debriefing

23. Documentation – Provide a report linking outcomes to objectives, lessons learned, and recommendations.

Staff Requirements

The vendor shall supply staff that does not require training in the tools to be used for this project. The vendor staff shall be able to effectively communicate both verbally and in writing. The vendor and its staff shall exchange information with all levels of DAQ staff. Formal technical and end-user walkthroughs/presentations shall be required for all major development projects.

The vendor shall notify DAQ in writing two week prior to a vendor staff leaving the contract. Failure to meet this notice may result in two weeks', non-billable time for the replacement individual. This two-week period is to compensate for any knowledge transfer/loss and learning curve that occurs with turnover.

The DAQ Project Manager shall be responsible for the review of contracted staff. This review shall include the members' conduct of work, work deliverables, quality and quantity of work performed, and attendance record. Problems with contracted staff will be placed in writing and submitted to the selected contractor's project manager or resolution. A second notice will be basis for dismissal of that staff member. Only the DAQ Project Manager, in writing, on a case-by-case basis, can grant exemption from this requirement.

Pricing and Timeline

As identified in the Scope of Work, the Emissions Information Exchange Project has been segmented into eight distinct phases and has been identified as the following:

1. Business Case Analysis (Support Only)
2. Solution Requirement Analysis
3. Solution Design and Prototype
4. Construct EIEX Solution (Build)
5. Testing and Implementation
6. Training (End-User/System Administration/Operations)
7. Post Implementation Support
8. Project Debriefing

DAQ requires that bidding vendors provide separate pricing for each project phase to be completed. The pricing format should include an hourly charge(s) for different personnel assets to complete each project, the expected hourly time(s) to complete each phase, and an approximate aggregate cost associated with each project phase. DAQ will reserve the right to modify the steps necessary to complete each phase, subject to negotiation with the Vendor.

Bidding vendors shall establish an approximate timeline to complete each phase and the final project. The timeline will assist DAQ with their evaluation to ensure the agency has adequate personnel resources available to guide the awarded vendor. The timeline will also allow DAQ to consider financial constraints, including budgets, before phases are completed or projected timeline changes are considered. Final agreement to the timeline proposed will be subject to negotiation with the potential vendor(s) selected for award consideration.

DAQ will reserve sole right to halt or delay work for any and all phases subject to personnel and financial constraints, including non-appropriation. If DAQ opts to suspend or stop work on the project, the agency shall provide not less than twenty (20) days notice to the vendor. The Vendor shall be paid for any work satisfactorily completed per the Termination for Convenience clause identified within the contract solicitation.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. General Commercial Liability Insurance: \$1,000,000 per person / \$3,000,000 per occurrence

And

Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00

3. Refer to Appendix A – Minimum response requirements.

B. General Evaluation Requirements

1. Experience and Reputation
2. Personnel Expertise
3. Capacity to meet requirements
4. Demonstrated ability
5. Costs to complete Emissions Information Exchange Phases

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask

questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Joseph Martini
Department of Natural Resources and Environmental Control, Division of Air Quality
715 Grantham Lane
New Castle, DE 19720
Joseph.Martini@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

Has violated contract provisions such as:

- 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
- 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Has violated ethical standards set out in law or regulation; and

- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies and one (1) electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on January opening 28, 2013**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Department of Natural Resources and Environmental Control, Division of Air Quality
715 Grantham Lane
New Castle, DE 19720
ATTN: Joseph Martini**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM (Local Time) on January 28, 2013**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor 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.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal 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.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through April 28, 2013. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs

including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware’s Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening, but no later than January 15, 2013. This will allow issuance of any

necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals, **but no later than January 15, 2013.**

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **January 15, 2013.** Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State’s Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware’s website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware’s terms and conditions, must be recorded on attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Division of Air Quality, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid 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 Proposal Evaluation Team'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 Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986. The State reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
The qualifications and experience of the persons to be assigned to the project.	10
The ability to perform the work in a timely manner as demonstrated by their proposed commitment of management, personnel and other resources to similar projects and project management experience.	10
Familiarity and experience in working with similar projects.	40
References	10
The price for the proposal.	30
Total	100%

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

- a.** The term of the contract between the successful bidder and the State shall be for one (1) year with four (4) optional extensions for a period of one (1) year for each extension.
- b.** The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c.** The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d.** The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e.** The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. 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 vendor.
- f.** If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or 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.

c. Licenses and Permits

In performance of the contract, the vendor will be 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 vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware 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 the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Joseph Martini
Department of Natural Resources and Environmental Control, Division of Air Quality
715 Grantham Lane
New Castle, De 19720

e. Indemnification

1. General Indemnification.

By submitting a proposal, the proposing vendor 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 vendor's its agents and employees' performance 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, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against

the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- (a) Procure the right for the State of Delaware to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

j. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. Termination for Cause.

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have

the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) 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 Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

I. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) 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 Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor 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 Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor 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.

n. Covenant against Contingent Fees

The successful vendor will warrant 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 Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware 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.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

q. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. 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, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

r. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) the laws of the State of Delaware;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;
- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s. Scope of Agreement

If the scope of any provision of the contract is determined to be 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.

t. Other General Conditions

- (1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- (3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting 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 or resulting contract shall require the prior express written permission of the State of Delaware.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation.

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – DTI Terms and Conditions
- Appendix A – Minimum Response Requirement

IMPORTANT – PLEASE NOTE:

- Attachments 2, 3, 4, and 5 **must** be included in your proposal
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING:

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

A Usage Report (Attachment 7) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to Joseph.Martini@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this

mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 8) shall be submitted to the contracting Agency’s Supplier Diversity Liaison at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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NO PROPOSAL REPLY FORM

**CONTRACT # NAT13102-AIR_QUALITY CONTRACT TITLE: EMISSIONS
INFORMATION EXCHANGE 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 Vendor'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 Vendor's List **for these goods or services.**

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

CONTRACT NO.: NAT13102-AIR_QUALITY
TITLE: EMISSIONS INFORMATION EXCHANGE PROJECT
OPENING DATE: January 28, 2013 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control, Division of Air Quality

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Division of Air Quality

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 _____

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

[The above table is for informational 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 WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACT NO. NAT13102-AIR_QUALITY
Contract Name Emissions Information Exchange Project

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. NAT13102-AIR_QUALITY	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

State of Delaware

Monthly Usage Report

Supplier Name:			NAT13102-AIR_QUALITY	Report Start Date:							
Contact Name:				Report End Date:							
Contact Phone:				Today's Date:							
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
											\$0.00
											\$0.00
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											\$0.00

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

State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**ATTA
CHMENT 10**

Delaware DTI Requirements

STATE OF DELAWARE

Department of Natural Resources and Environmental Control, Division of Air Quality

- **STANDARD PRACTICES**

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 policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, 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 State policies, standards or general practices.

The State of Delaware is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. It is for this reason that DTI and agencies are requesting an explicit review by the vendor of our Cloud Terms and Conditions (T&C's), including an item-by-item acknowledgement from the candidate vendor.

<http://dti.delaware.gov/pdfs/pp/Cloud-External-Hosting.pdf>

- **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 must agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

- **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.

CYBER SECURITY LIABILITY

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

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Department of Natural Resources and Environmental Control, Division of Air Quality
or in equity, the State shall subtract from any payment made to Vendor all damages, costs
and expenses caused by such information security breaches that have not been previously
paid to Vendor.

- The Vendor is required to submit the necessary Architecture Review Board (ARB) templates as part of their proposal.

APPENDIX A MINIMUM MANDATORY SUBMISSION REQUIREMENTS

The response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. Two (2) paper copies of the vendor proposal paperwork. The vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria identified.

3. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be separate from all other files on the electronic copy.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OMWBE application (see link on Attachment 9) – only provide if applicable

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The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Appendix B: Scope-of-Work

SCOPE-OF-WORK

The following sections discuss the high-level tasks and deliverables that will be completed during this project. Each of these tasks is organized into one of 8 phases.

Phase 1 – Business Case Review

During this phase AMEC will perform a thorough review of the Technology Business Case (TBC) document that summarizes the scope of the EIX solution. AMEC will perform a thorough review of the TBC and discuss any questions with the DAQ and stakeholders. AMEC will document any changes to the TBC that may be needed to reflect the efficient development and implementation of the EIX solution.

Exhibit 1 - Phase 1 Deliverables

Deliverable	Description
Documentation	Document detailing any additions or modifications to the TBC based on our analysis. The updated TBC will be used as a workflow guideline when producing the Solution Requirements Analysis in Phase 2.

Phase 2- Solution Requirements Analysis

This phase will encompass the discoveries of the functional requirements and business objectives of a successful EIX solution. AMEC will meet the DAQ and project stakeholders to discuss the current process used to exchange, review, and store source test data. AMEC will document the process for each stakeholder.

AMEC will compare this information against the workflow guideline in the TBC and will discuss how the proposed EIX solution would affect day-to-day operations. AMEC will discuss what efficiencies and objectives each stakeholder expects from the new workflow. AMEC will document the business process input/output rules for each procedure of the workflow.

AMEC will discuss what queries can be developed to pull information from the PDS for further analysis. AMEC will work with the stakeholders and their systems staff to develop XML query that can be used to import data into their legacy systems, such as PSIMS.

AMEC will identify hardware and software requirements needed to create and use the EIX solution. Guidelines from each stakeholder’s Department of Archiving, Department of eGovernment, Department of Security will be compared against the

proposed EIX solution to ensure their security and retention requirements and standards are being addressed.

Exhibit 2 - Phase 2 Deliverables

Deliverable	Description
Functional Requirements Document	This document will detail the requirements and expectations of the EIX solution, including the central access point for users submitting and receiving PDS for review and approval, creating queries for exporting data from PDSs, creating data entry spreadsheets for ERT, and creating an export file to load data into PSIMS.
Business Objective Definitions	This deliverable will list the business objectives discovered from our interview with the stakeholders and our analysis of the EIX solution.
Solution Design Estimate	This deliverable will be a detailed time and cost for the completion of the Solution Design Phase (Phase 3).

Phase 3 – Solution Design and Prototype

In this phase, AMEC will use the requirements and objectives defined in Phase 1 and Phase 2 to design the EIX solution modules and to develop a working prototype to demonstrate the solution. Detailed specifications for each module and screen will be developed. This will include the infrastructure and storage parameters of the staging area. The complete list of modules will be in the design plan, including:

1. The User Registration Module is where the facility registers to use EIX to exchange a PDS with the regulatory agencies and EPA. This will be a one-time registration; however a facility can change its contact information if needed.

2. The PDS Submit Module is where the user (facility or regulatory agency) submits a PDS. This will include designating the type of submission (i.e. test plan, test plan re-submit, final test report, etc.) and the receiver of the submission. The design will include how EIX will update the tracking information for the PDS and how the notification email will be sent. Based on the process flow to be determined in Phase 1 and 2, this will also allow the user to push the final reviewed PDS to the EPA through a link to CEDRI.

3. The PDS Retrieve Module will be where users retrieve a PDS from the staging area. The design will include how to update the PDS tracking information and how to send the email notification.

4. The PDS Query Module will allow a user to query for a PDS that has been submitted.

5. The PDS Management Module will allow users to find a PDS and to extract data from that PDS for further analysis. It will also include being able to create an export file from a PDS that can be used to be imported into the agency’s legacy system. This module will provide reports on the status of a PDS through the review process and other management metrics that will be defined.

The Solution Design will also include:

- The design of a spreadsheet that can be used to enter instrumental test method data or other data as defined in Phases 1 and 2. The design will include how to modify ERT to be able to import these spreadsheets.
- The workflow of any manual processes if necessary to complete the process through the EIEs solution.
- First draft training and systems test plans as well as first draft User and Systems manuals and administration guides to be used in the training process.

Exhibit 3 - Phase 3 Deliverables

Deliverable	Description
Design Plan	This will contain the overall hardware and software requirements for the system architecture, entity-relationship diagrams, business function flows, module definitions with screens, reports, menus, algorithms, and utilities.
Systems Test Plan	This will describe the scope, strategy, assumptions and constraints, test tools, and test environment for each module. It will also describe objectives, test data, and the expected results.
Transition Plan	This will describe the strategy to be used for installation and acceptance of the solution as well as the training, data take-on, and cut-over point.
Application Prototype	This will be a working application that demonstrates the functionality of the designed workflow including the screens, reports, data validation, and program navigation of the EIE solution.
End User / Operations Documentation	This will be a first draft of the instructions for the user and the systems operator on how to use the EIE solution.
End User / Operations Training Plan	This will detail the schedule and materials needed for training.

Phase 4 – Construct EIEX Solution

Upon approval of the plans and prototype developed in Phase 3, AMEC will complete the development of the EIEX solution. The staging area for the PDS storage and retrieval area that was started with the prototype will be completed along with the web modules for submitting, tracking, and managing the PDSs. Database tables, relationships, and indexes will be set up online and connected to the web modules to allow Regulatory agencies to review, approve, and exchange test plans and test reports with facilities. They will be able to track the report through the review process. Users will be able to extract data from PDS files for further analysis and integration into legacy systems. Through the web modules as designed in Phase 3, users will be able to push data to the EPA through a link to CEDRI and will be able to publish their emissions data through their CDX nodes. They will also be able to create management reports and summary statics for each source test submitted. Other EIEX users will also be able to discover and use the emissions data.

Exhibit 4 - Phase 4 Deliverables

Deliverable	Description
Upgraded system	The complete EIEX solution upgraded from the prototype. It will also include the data entry spreadsheets and export
Detailed Module Specifications	The modules from the design plan with any changes during the development stage included.
Completed and Tested Modules	The completed modules tested by AMEC.
End User /Operations Manuals	The first drafts of the user and system manuals.

Phase 5- Testing and Implementation

AMEC will work with a designated group of testers to perform the acceptance testing as outlined in these systems Test Plan in Phase 3. Testers will be instructed on how to test the EIEX solution using test data and how to log and track issues that may occur during the tests. We will perform any data clean-up or data conversion as needed. We will fix issues as they occur during the testing phase. The issues tracking log will be used to report issues, track change requests, and monitor the implementation of their solutions. The testing team will submit a test plan to the EIEX for review. The regulatory agency will review the PDS and re-submit the PDS to EIEX. This will follow the process as outlined in the Test Plan. The regulatory agency will run the queries to extract data from the PDS for further analysis and to import into legacy systems such as PSIMS. We will monitor and tune the application software and database as needed. AMEC will provide support to users during the training and will address any issues discovered.

Exhibit 5 - Phase 5 Deliverables

Deliverabl	Descripti n
Fully Installed Operational EIEX Solution	the fully operational solution which will include the staging area and web site frontends, the data entry import spreadsheets for ERT, and the PDS queries.
Plan for PSIMS Customization	The ability to create the export file from the PDS to be loaded into
Complete Documentation	The approved Users and System Manual.
Help Desk/Support Plan	A description of how AMEC will provide support to users.
Acceptance Testing Sign-off	The sign-off of the acceptance testing, determining that the EIEX Solution is acceptable and ready to go into

Phase 6- Training

Based on the approval of the End User and Operations Training Plan delivered in Phase 3, AMEC will use the same three pronged approach to training users on the EIEX solution as we used with ERT training: hands on classroom/online training, walk through videos, and a quick reference guide.

AMEC will provide a hands-on training session in a classroom environment for DAQ and stakeholders that will be broadcast online as a webinar. Our training will address the needs of the end-users, the system’s administrative and operations personnel, and the technical support staff. Emphasis will be on how to use the EIEX solution to exchange, review, and approve test plans and test reports in ERT PDS files. We will also provide in-depth training on how to use ERT to review, comment, and approve test plans and test reports.

Partial data sets will be provided for attendees to use. In the test environment, attendees will use EIEX to retrieve a PDS containing a test plan. They will then use ERT to review and comment on the test plan and to submit the PDS back to the EIEX. They will retrieve a PDS containing a full test report from EIEX. We will walk them through using ERT to review/comment/approve the final test report and how to resubmit the PDS to EIEX. DAQ and stakeholders will also walk through the other functions of the EIEX including:

- Searching / retrieving PDS files
- Extracting data from PDS files for further analysis
- Creating an export file from the PDS which can be imported into legacy data systems
- Creating management reports from EIEX, such as PDS review status

Another hands-on training session in a classroom environment will be provided for facilities and source test contractors. This session will also be broadcast online as a webinar.

Emphasis will be on how facilities use ERT to create test plans and test reports, how to use the EIEX solution to exchange the PDS with regulatory agencies for review and approval, and how to submit the final reviewed PDS to EPA through CEDRI (when applicable). AMEC will provide test data and partially completed PDS files for attendees to use to enter data. This will include data for manual and instrumental test methods (i.e. Method 5 and Method 10) as well as performance specification tests (i.e., PST CO to PS4). Attendees will use ERT to create a test plan and then submit the test plan to the regulatory agency through the EIEX. They will retrieve a PDS containing a test plan that has been reviewed by the regulatory agency and enter the test report data using ERT. The final test report will be submitted to the EIEX. Upon completion of the session, attendees should have hands on experience and understand how to create and exchange a source test report using ERT and EIEX from the beginning test plan through the final test report submission.

AMEC will record the training sessions and develop training videos from the recordings. The videos will be broken down into specific and brief functions of the ERT/EIEX process. For example, one video will show how to login into EIEX to upload the PDS containing the test plan for the regulatory agency’s review. Users will be able to view these help videos from the EIEX main access point.

While complete user and system manuals are being produced in Phase 5, AMEC has found through its support of ERT and other applications that a brief Quick Reference Guide is often more useful than the complete manual for over 80% of user questions. AMEC will develop a Quick Reference Guide that will be available during the training sessions as well as on the EIEX main access point.

Exhibit 6- Phase 6 Deliverables

Deliverable	Description
Training Session	One day classroom/online training session for DAQ and stakeholders.
Training Session	One day classroom/online training session for source tester contractors, facilities, DAQ, and stakeholders.
End User and Operations Training Plan	Sign-off on the End User Operations Training Plan.

Phase 7 – Post Implementation Support

Along with the training as describe in Phase 6, AMEC will provide follow-up support for DAQ, project stakeholders and users of the EIEX solution. AMEC will use the lessons learned from providing support to ERT users to provide responsive and successful help to users with questions or issues on using the EIEX. Users will be able to contact AMEC through a help number and/or email address listed on the EIEX main access point. We will provide support for users and will maintain and post a Frequently Asked Questions (FAQ) log accessible to users from the EIEX main access point. This will contain frequent questions and their responses.

AMEC expects the acceptance testing conducted in Phase 5 to catch the majority of programming issues. If minor issues arise from the normal use of EIEX, AMEC will address these as they are discovered. Any major programming issue occurring because of conditions not included in the acceptance phase will be documented and a cost and schedule to address the issue will be submitted.

Based on training experiences with ERT, AMEC has found that a refresher training session is extremely helpful for users. This session is normally six to eight months after the initial training and release. AMEC will provide one training session in a classroom environment for DAQ, stakeholders, facilities, and source test contractors approximately eight months after the initial training. The exact date of the training will be defined in the Project Management Plan. The training will be broadcast online and will duplicate the initial training sessions as described in Phase 6.

Exhibit 7 - Phase 7 Deliverables

Deliverabe	Descrip ion
Frequently Asked Questions Log	This will contain questions and responses from users on the use of the EIEX solution.

Phase 8 – Project Debriefing

AMEC maintains a history of providing successful solutions for its clients. This is partially due to a thorough review of each project to provide lessons learned and create efficiencies for future projects.

AMEC will meet with DAQ and the stakeholders to discuss the project. The requirements and business objectives defined in Phases 1 and 2 will be compared against the final product. Project outcomes and lessons learned will be discussed and documented. Options and costs for system transition from the contracting host site to the stakeholders’ site or a cloud site will be presented and reviewed.

Exhibit 8 - Phase 8 Deliverables

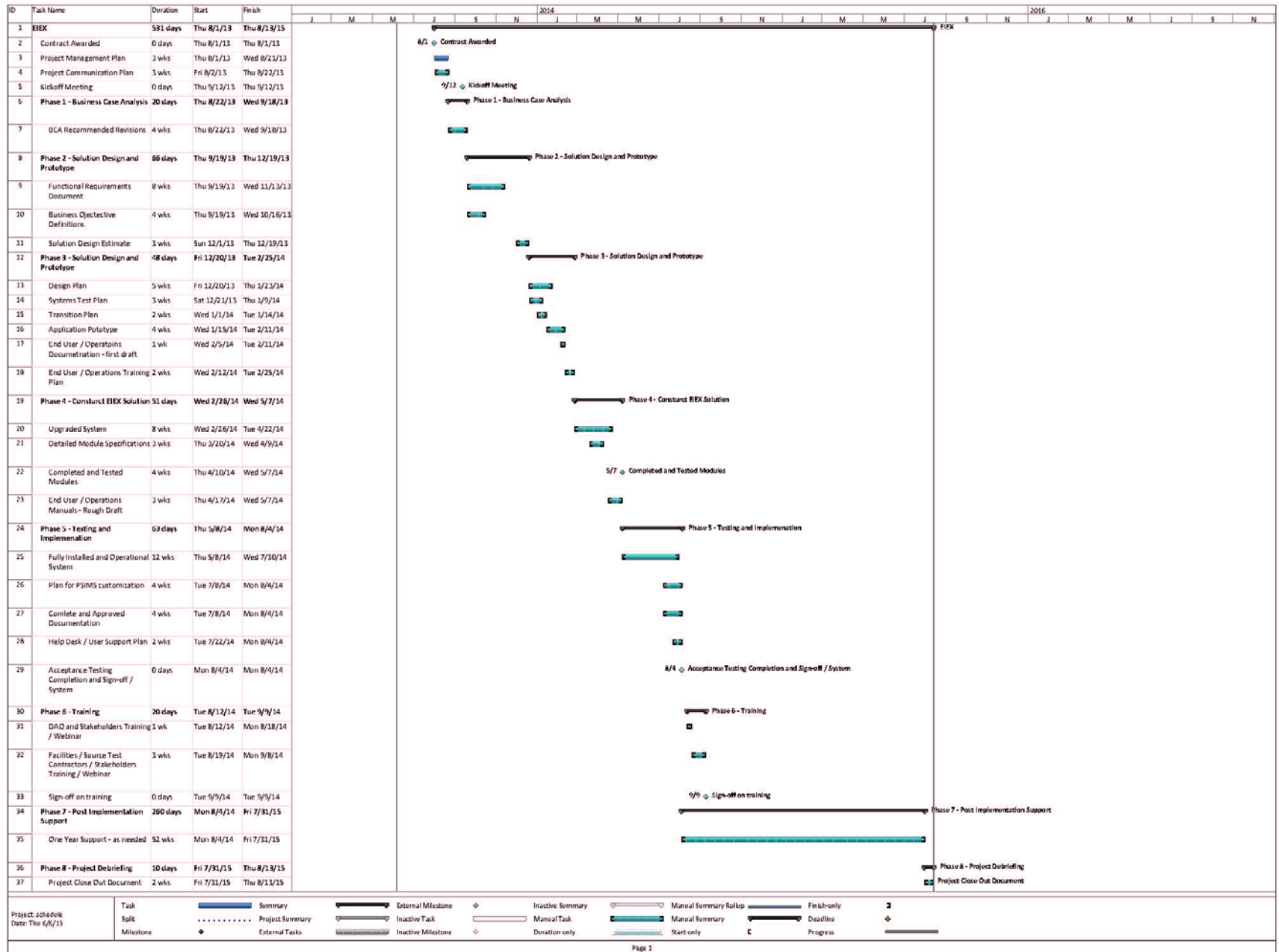
Deliverable	Description
Project Close Out Document	This will contain a report linking project outcome to objectives and will list lessons learned as well as system transition options and cost.

Project Timeline

This project will begin once a purchase order (PO) is issued to AMEC. DAQ anticipates that a PO will be issued in August, 2013. Should that be delayed, the project schedule will be adjusted to reflect the date from when the PO was issued.

The Timeline for this project is presented in Figure 1

Figure 1: Project Schedule



Appendix C: Payment Schedule

Payment Schedule

Phase	Description	Payment Upon Completion
Phase 1	Business Case Analysis	\$31,269
Phase 2	Solution Requirement Analysis	\$46,084
Phase 3	Solution Design and Prototype	\$68,934
Phase 4	Construct EIX Solution	\$68,286
Phase 5	Testing and Implementation	\$48,528
Phase 6	Training	\$8,206
Phase 7	Post Implementation Support	\$20,633
Phase 8	Project Debriefing	\$6,910
Three-year EIX Solution Hosting Price		\$4,666
Total		\$303,516

Exhibit A: AMEC Proposal

To be added