



STATE OF DELAWARE

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

Vendor: 0000026540
DELAWARE STATE UNIVERSITY
1200 N DUPONT HWY
DOVER DE 19901



COPY

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
STATE-0000227473	05/01/2014		1
Payment Terms	Freight Terms	Ship Via	
DUE NOW	Destination	Common Car	
Buyer	Phone		
Delong, Brenda Lee			

Ship To: NAT001
Office of the Secretary
Department of Natural Resources & Environmental Co
89 Kings Hwy
Dover DE 19901
United States

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

Conditions and Instructions to Vendor:

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

Tax Exempt ID: 516000279

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	DELAWARE STATE UNIVERISTY WILL UNDERTAKE RESEARCH INTO THE SUBTIDAL MOVEMENTS OF HORSESHOE CRABS (LIMULUS POLYPHEMUS) IN DELAWARE BAY.		1.00 EA	49,945.00	49,945.00	05/01/2014

Schedule Total 49,945.00

DELAWARE STATE UNIVERSITY WILL USE ACOUSTIC TELEMTRY TO HELP DETERMINE HORSESHOE CRAB HABITAT USE IN DELAWARE BAY BY AFFIXING LONG-LIVED (2 YEAR BATTERY LIFE) VEMCO V16-4H ACOUSTIC TRANSMITTERS TO TERMINAL PHASE ADULTS ENCOUNTERED AS PART OF THE 2014 DNERR HORSESHOE CRAB SPAWNING SURVEY AND THROUGH OTHER OPPORTUNISTIC TAGGING EFFORTS. THROUGH THE USE OF A LARGE SCALE PASSIVE ACOUSTIC RECEIVER (VEMCO VR2W) NETWORK, TELEMETERED INDIVIDUALS WILL BE MONITORED TO ASSESS SUBTIDAL MOVEMENTS AND HELP REFINE THE GENERAL UNDERSTANDING OF HORSESHOE CRAB HABITAT USE IN DELAWARE BAY. THE PURPOSE OF THE PROJECT IS TO PROVIDE DATA THAT CAN BE APPLICABLE TO STATEWIDE AND REGIONAL ECOSYSTEM BASED MANAGEMENT. IF THIS CONTRACT IS DELAYED OR DENIED, THE DNERR WILL BE IN VIOLATION OF OUR NOAA GRANT AND WILL HAVE INSUFFICIENT FUNDS TO MATCH THE AWARDED FEDERAL FUNDS. THIS WOULD REQUIRE THE STATE TO RETURN FUNDS TO NOAA. TIMING IS CRITICAL DUE TO THE NATURE OF THE RESEARCH.

Item Total 49,945.00

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BID SUMMARY
CONTRACT
CRITICAL NEEDS STATEMENT
ATTACHED @ PO HEADER

Authorized Signature

Original on File



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Total PO Amount

49,945.00

Authorized Signature

Original on File

Department of Natural Resources and Environmental Control
CONTRACT FOR SUB-RECIPIENT PROFESSIONAL SERVICES
NOAA Federal Funds

THIS CONTRACT, is made by DELAWARE STATE UNIVERSITY "CONTRACTOR" and the Department of Natural Resources and Environmental Control ("DEPARTMENT"), as follows:

1. Service Contract.

DEPARTMENT agrees to pay CONTRACTOR and CONTRACTOR agrees to perform certain technical or professional services.

2. Scope of Services.

The CONTRACTOR will use acoustic telemetry to help determine horseshoe crab habitat use in Delaware Bay by affixing long-lived (2 year battery life) VEMCO V16-4H acoustic transmitters to terminal phase adults encountered as part of the 2014 DNERR horseshoe crab spawning survey and through other opportunistic tagging efforts. Through the use of a large scale passive acoustic receiver (VEMCO VR2W) network, telemetered individuals will be monitored to assess subtidal movements and help refine the general understanding of horseshoe crab habitat use in Delaware Bay. The project will incorporate other efforts of the DNERR Horseshoe Crab Spawning Survey by participating in ongoing outreach and education programs at the Reserve such as staff and volunteer training, field surveys, and outreach events (e.g. Blackbird Creek Fall Festival and UD Coast Day). The purpose of the project is to provide data that can be applicable to statewide and regional ecosystem based management.

Project tasks:

- Develop a comprehensive work plan and timeline.
***Deliverable #1- "WORK PLAN".** An electronic copy must be submitted to the DNERR Research Coordinator and Manager.*
- Purchase and deploy acoustic transmitters (n=65) and receivers (n=30) and other necessary equipment as outlined in the project proposal and budget, including a minimum of 36 transmitters deployed on spawning beaches monitored by and in conjunction with the DNERR horseshoe crab spawning survey. Each horseshoe crab affixed with a transmitter will also have an external disc tag with unique identifying information.
- Regularly download data from receiver array and run QA/QC of data to reduce data loss due to insufficient memory, receiver malfunction, or equipment loss.
- Submit a semi-annual progress report, including a summary of completed and ongoing research and any preliminary data and analyses by October 15, 2014.
***Deliverable #2- "SEMI-ANNUAL PROGRESS REPORT".** An electronic copy must be submitted to the DNERR Research Coordinator and Manager.*
- Submit final report with appropriate statistical analyses and accompanying data files, associated metadata, and matching funds documentation in the amount of \$50,899.00 by March 15, 2015. These data will include information on collections and tagging (e.g. data, size, and sex) as well as a file with all the horseshoe crab transmitter detections with accompanying receiver location, time, and date.
***Deliverable #3- "FINAL REPORT".** An electronic copy must be submitted to the DNERR Research Coordinator and Manager.*

3. Data Furnished to CONTRACTOR.

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

4. Personnel.

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

5. Time of Performance.

The services of CONTRACTOR are to commence as soon as practicable after the execution of this Contract and shall be undertaken in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required by this CONTRACT shall be completed no later than **March 15, 2015**. Time is of the essence in this Contract.

6. Total Cost and Compensation.

- A. It is agreed that the total cost for the services provided under this Contract shall not exceed **\$49,945.00**.
- B. CONTRACTOR is responsible for costs incurred in excess of the total cost of this Contract and DEPARTMENT is not liable for such costs.
- C. Notwithstanding other terms and conditions of this Contract, it is understood and agreed that the total cost and compensation under this Contract shall not exceed the funds made available to the State of Delaware and DEPARTMENT by the National Oceanic and Atmospheric Administration (NOAA) for this project.
- D. Condition Precedent: The rights and obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order is approved by the Secretary of Finance and received by CONTRACTOR. The rights and obligations of DEPARTMENT under this Contract are limited to the amount of any approved purchase order.

7. Obligations and Payment.

- A. The obligations of the DEPARTMENT under this Contract shall be subject to the receipt of sufficient funds appropriated by either the General Assembly or the National Oceanic and Atmospheric Administration and the obligations of the DEPARTMENT are limited to the amount of such appropriation.
- B. A first payment, in the amount of **\$20,000.00**, shall be made upon satisfactory completion, in DEPARTMENT'S sole discretion, of **execution of contract, "WORK PLAN"** and upon submission of an invoice by CONTRACTOR. A second payment, in the amount of **\$15,000.00**, shall be made upon satisfactory completion, in DEPARTMENT'S sole discretion, of **"SEMI-ANNUAL PROGRESS REPORT"** and upon submission of an invoice by CONTRACTOR. A third payment, in the amount of **\$14,945.00**, shall be made upon satisfactory completion, in DEPARTMENT'S sole discretion, of **"FINAL REPORT", submission of related data and metadata files and match documentation in the amount of \$50,899.00** and upon submission of an invoice by CONTRACTOR. Invoices shall be paid within 30 days after receipt by DEPARTMENT, if services are performed satisfactorily, in DEPARTMENT'S sole discretion.
- C. The obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order has been approved by the Secretary of finance, and all the procedures of the Department of Finance have been complied with.
- D. CONTRACTOR will maintain accurate financial records and make them available to Federal and State auditors, as needed, up to 3 years following Contract termination.

8. Contractor and Subcontractor Agreements

CONTRACTOR shall indemnify, save and hold harmless and defend the DEPARTMENT, its directors employees, representatives or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement.

CONTRACTOR shall require each and every contractor or subcontractor for the project to indemnify, save and hold harmless, and defend the DEPARTMENT, its directors, employees, representatives, or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement.

9. Termination of Contract for Cause.

If, for any reasons, or through any cause, CONTRACTOR shall fail to fulfill in timely or proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, DEPARTMENT shall then have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by CONTRACTOR under this Contract shall, at the option of DEPARTMENT, become its property, and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DEPARTMENT in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DEPARTMENT. Whether such work is satisfactory and usable is determined by DEPARTMENT in its sole discretion.

10. Termination for Convenience of DEPARTMENT.

DEPARTMENT may terminate this Contract in its sole discretion at any time for any reason by giving written notice of such termination and specifying the effective date, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DEPARTMENT, become its property and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DEPARTMENT in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DEPARTMENT. Whether such work is satisfactory and usable to is determined by DEPARTMENT in its sole discretion. Such reasonable compensation shall be CONTRACTOR'S sole compensation. Exercise of this right by DEPARTMENT shall not be deemed a breach of this Contract, and no damages shall be awarded to CONTRACTOR for exercise of this paragraph. If this Contract is terminated due to the fault of CONTRACTOR, Paragraph 9 hereof relative to termination shall apply.

11. Changes; Fragmentation Prohibition.

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

12. Interest of CONTRACTOR.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

13. Publication, Reproduction and Use of Material.

No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. DEPARTMENT shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. CONTRACTOR shall have the right to publish any and all scientific findings. Appropriate acknowledgment including the Department's Seal and/or Logo and credit for

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

- D. Subcontracts: Any subcontractors and outside associates or consultants required by CONTRACTOR in connection with the services covered by this Contract will be limited to such individuals or firms as were specifically identified and agreed to in writing during negotiations, or as are specifically authorized in writing by DEPARTMENT during the performance of this Contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of DEPARTMENT.
- E. Equal Employment Opportunity: CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
- F. Utilization of Small and Minority Business: CONTRACTOR agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of NOAA grant-assisted contracts and subcontracts.
- G. Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, DEPARTMENT shall have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- H. Gratuities:
 - 1) If it is found, after notice and hearing, by DEPARTMENT that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent of DEPARTMENT or of NOAA with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Contract, DEPARTMENT may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under this Contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which DEPARTMENT makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this Contract.
 - 2) In the event this Contract is terminated as provided in paragraph 13.H.1) hereof, DEPARTMENT shall be entitled (i) to pursue the same remedies against CONTRACTOR, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by DEPARTMENT), which shall be not less than three nor more than ten times the costs incurred by CONTRACTOR in providing any such gratuities to any such officer or employee.
- I. Patents: If this Contract involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this Contract, such invention or discovery shall be subject to the reporting and rights provisions of 37 C.F.R. Part 401, in effect on the date of execution of this Contract. In such case, CONTRACTOR shall report the discovery or invention to NOAA directly or through DEPARTMENT and shall otherwise comply with DEPARTMENT'S responsibilities in accordance with 37 C.F.R. Part 401. CONTRACTOR hereby agrees that the disposition of rights to inventions made under this Contract shall be in accordance with the terms and conditions of 37 C.F.R. Part 401. CONTRACTOR shall include provisions appropriate to effectuate the purposes of this condition in all subcontracts involving research, developmental, experimental, or demonstration work.
- J. Debarment and Suspension: NOAA grant-assisted contracts and subcontracts (except procurement contracts for goods and services under \$25,000 not requiring the consent of a

DOC official) are subject to 2 C.F.R. Part 1326, Subpart C "Governmentwide Debarment and Suspension (Nonprocurement)."

- K. Lobbying: NOAA grant-assisted contracts and subcontracts exceeding \$100,000 in Federal funds are subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code as implemented at 15 CFR Part 28, "New Restrictions on Lobbying," in which case the CONTRACTOR must submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted to the DEPARTMENT.

16. DEPARTMENT'S Responsibilities. DEPARTMENT shall:

- A. Examine and review in detail all letters, reports, drawings and other documents presented by CONTRACTOR to DEPARTMENT and render to CONTRACTOR in writing findings and decisions pertaining thereto within a reasonable time so as not to delay the services of CONTRACTOR.
- B. Give prompt written notice to CONTRACTOR whenever DEPARTMENT observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services.

17. The Parties Agree:

- A. The laws of the State of Delaware shall apply to the construction and operation of this Contract.
- B. This contract is the entire agreement between the CONTRACTOR and the DEPARTMENT and supersedes any prior agreement, whether oral or written, between the CONTRACTOR or any predecessor of the CONTRACTOR and the DEPARTMENT. It may be altered only by a written agreement signed by the CONTRACTOR and the DEPARTMENT. The CONTRACTOR's rights and obligations under this agreement will be binding on the CONTRACTOR's successors and assigns.
- C. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in it, without the prior written consent of the DEPARTMENT.
- D. The Contractor shall comply with 30 DE Code Chapter 23 regarding business licenses throughout the term of this agreement.

STATE OF DELAWARE

DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

Original on File

Collin P. O'Mara, Secretary 11/11 Date

DELAWARE STATE UNIVERSITY
Original on File

Harry L. Williams, President of
Delaware State University 11/11 Date