



Purchase Order

Dispatch via Print

STATE OF DELAWARE

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

Vendor: 0000292337
AMBIENT AIR QUALITY SERVICES INC
107 HIDDEN FOX DR
SUITE 101A
LINCOLN UNIVERSITY PA 19352

Purchase Order	Date	Revision	Page
STATE-0000332571	05/27/2016		1
Payment Terms	Freight Terms	Ship Via	
DUE NOW	Destination	Common Car	
Buyer	Phone		
AltMiller, Joan M.			

Ship To: NAT083
Division of Air Quality
Dept. of Natural Resources & Environmental Control
100 W Water St., Suite 6A
Dover DE 19904
United States

Attention: Not Specified

Bill To: Division of Air Quality
Dept. of Natural Resources & Environmental Control
100 W Water St., Suite 6A
Dover DE 19904
United States

Conditions and Instructions to Vendor:

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

Tax Exempt ID: 516000279

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Vendor will objectively evaluate the Title V Program in DAQ and provide useful feedback to improve the program where appropriate.		1.00	EA	98,940.00	98,940.00	05/27/2016

Schedule Total 98,940.00

Item Total 98,940.00

All work to be performed in accordance with contract NAT15101-DAQ_Review, Appendix A & Appendix B

2016 100 400402 40042100 09579 55000 80101504 083

Critical Need: DAQ was directed by 7 Del Code §6097(m) to have an independent third party perform a management system review of the Title V air permitting scope, funding, and revenue generation process.

Delay/deny: As noted in 7 Del Code §6097(m)(4) the review was anticipated to be completed by December 31, 2015. The work has already been delayed by the difficulty getting vendors to bid on the work and further delay is not appropriate.

Total PO Amount 98,940.00

Authorized Signature

Original On File

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is entered into as of June 1, 2016 ("Effective Date") and will end on February 28, 2017, by and between the State of Delaware, Department of Natural Resources and Environmental Control, Division of Air Quality, ("Delaware"), and Ambient Air Quality Services, Inc., a Pennsylvania corporation, with offices at 107 Hidden Fox Drive, Lincoln University, PA 19352 ("VENDOR").

WHEREAS, Delaware desires to obtain certain services to perform a management review of programs within the Division of Air Quality funded by the Title V fees; and

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

WHEREAS, Delaware and VENDOR 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 VENDOR agree as follows:

1. Services.

1.1 VENDOR 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) VENDOR's response to the request for proposals, attached hereto as Appendix B. 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 VENDOR 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 VENDOR, 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 VENDOR for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 VENDOR will not be required to make changes to its scope of work that result in VENDOR'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 June 1, 2016 through February 28, 2017.

2.2 Delaware will pay VENDOR for the performance of services described in Appendix B, Scope of Work. The fee will be paid in accordance with the payment schedule outlined in the Appendices and Section 2.4 of this Agreement.

2.3 Delaware's obligation to pay VENDOR for the performance of services described in Appendix B, Scope of Work will not exceed the fixed fee amount of \$100,000.00. It is expressly understood that the work defined in the Appendices to this Agreement must be completed by VENDOR and it shall be VENDOR'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 VENDOR. VENDOR agrees that no work will be completed, nor costs incurred to be paid under this agreement, until a fully executed purchase order has been approved by the Department of Finance in Delaware's First State Financial system.

2.4 VENDOR shall submit invoices to Delaware in sufficient detail to support the services provided during the billing period. VENDOR will submit invoices to Delaware upon completion of each Phase outlined in Appendix B. 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 VENDOR 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 VENDOR 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 VENDOR, VENDOR ADDRESS.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by VENDOR. If an Appendix specifically provides for expense reimbursement, VENDOR shall be reimbursed only for reasonable expenses incurred by VENDOR 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 VENDOR all damages, costs and expenses caused by VENDOR's negligence, resulting from or arising out of errors or omissions in VENDOR's work products, which have not been previously paid to VENDOR.

2.8 Invoices shall be submitted to:

Paul Foster
Program Manager
Division of Air Quality
715 Grantham Lane
New Castle, DE 19720

3. Responsibilities of VENDOR.

3.1 VENDOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, VENDOR shall follow practices consistent with generally accepted professional and technical standards. VENDOR 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, VENDOR shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. VENDOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by VENDOR's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the VENDOR 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. VENDOR will not produce a work product that violates or infringes on any copyright or patent rights. VENDOR 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 VENDOR shall not in any way relieve VENDOR of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of VENDOR'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 VENDOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by VENDOR's performance or failure to perform under this Agreement.

3.4 VENDOR 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 VENDOR's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Mr. Philip Samulewicz, P.E. Project Lead
Mr. Louis M. Militana, M.S., QEP
Mr. Robert Wojewodzki, P.E.

3.5 Should the staff need to be diverted off the project for what are now unforeseeable circumstances, VENDOR 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.

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

3.7 VENDOR 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 VENDOR 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 VENDOR 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/timeline is generally outlined in Appendix B. VENDOR will submit a detailed project schedule/timeline within 2 weeks of the VENDOR'S receipt of an executed purchase order. This detailed schedule/timeline will include commencement and conclusion dates for each Phase as well as dates for Delaware's receipt of any deliverables generated during the course of each Phase.

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 VENDOR 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 the detailed project schedule/timeline submitted pursuant to Section 4.1 of this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in the Appendices and Section 2.4 of this Agreement.

5. State Responsibilities.

5.1 In connection with VENDOR'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 VENDOR in the performance of services under this Agreement and will be available for consultation with VENDOR at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by VENDOR 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 VENDOR 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 VENDOR. It is understood that Delaware's representatives' review comments do not relieve VENDOR 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 VENDOR 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.

VENDOR shall return any original data provided by Delaware.

5.6 Delaware shall assist VENDOR 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 VENDOR 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 VENDOR's name, either express or implied, in any of its advertising or sales materials. VENDOR 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 VENDOR 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. VENDOR 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 VENDOR 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 VENDOR retains title, whether individually by VENDOR 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 VENDOR 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, VENDOR 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 VENDOR prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of VENDOR 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 VENDOR warrants that its services will be performed in a good and workmanlike manner. VENDOR 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 VENDOR for Delaware in connection with the provision of the Services, VENDOR shall pass through or assign to Delaware the rights VENDOR 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 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) directly arising out of (A) the negligence or other wrongful conduct of the VENDOR, its agents or employees, or (B) VENDOR'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) VENDOR shall have been notified promptly in writing by Delaware of any notice of such claim; and (ii) VENDOR 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 VENDOR in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, VENDOR will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. VENDOR 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 VENDOR; (3) Delaware's use of the Deliverable in combination with any product or information not owned or developed by VENDOR; (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 VENDOR's opinion is likely to be, held to be infringing, VENDOR 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 VENDOR's entire liability with respect to infringement.

10. Employees.

10.1 VENDOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR 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.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, VENDOR 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. VENDOR 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 VENDOR acknowledges that VENDOR and any subcontractors, agents or employees employed by VENDOR 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 VENDOR shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, VENDOR 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 VENDOR under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to VENDOR at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay VENDOR its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. VENDOR shall not perform further work under this Agreement after the effective date of suspension. VENDOR 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 VENDOR for any cause other than the error or omission of the VENDOR, for an aggregate period in excess of 30 days, VENDOR shall be entitled to an equitable adjustment of the compensation payable to VENDOR under this Agreement to reimburse VENDOR 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 VENDOR 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 VENDOR 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 VENDOR at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of VENDOR'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 VENDOR shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of VENDOR assigned to the performance of the Agreement, notwithstanding the provisions of

Section 10.2.

13.4 If after termination for failure of VENDOR to fulfill contractual obligations it is determined that VENDOR 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 VENDOR 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 VENDOR, 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 VENDOR or any agent or representative of VENDOR 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 VENDOR it could pursue in the event of a breach of this Agreement by VENDOR.

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 VENDOR 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 VENDOR, without prior written approval of Delaware.

15.3 Approval by Delaware of VENDOR's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve VENDOR 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 VENDOR shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by VENDOR, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by Delaware's approval of the VENDOR'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.

VENDOR 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 VENDOR 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 VENDOR 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, VENDOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. VENDOR 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 VENDOR 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. VENDOR 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 VENDOR acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. VENDOR 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 VENDOR in breach of the Agreement, terminate the Agreement, and designate VENDOR as non-responsible.

20.6 VENDOR 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 VENDOR 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 VENDOR's performance and records pertaining to this Agreement at the VENDOR business office during normal business hours.

20.9 VENDOR shall abide by the actions set forth in Appendix B as related to "Statement of Impartiality".

21. Insurance.

21.1 VENDOR must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. VENDOR must carry the following coverage depending on the type of service or product being delivered:

- A. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate,

and

- B. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate;

or

- C. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate,

or

- D. Product Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate,

and

- E. 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,

and

- F. 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.

VENDOR must carry (A), (E), and (F), and at least one of (B), (C), or (D), depending on the type of service or product being delivered.

- 21.2. VENDOR 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 referencing the Professional Services Agreement and Purchase Order stated herein, shall be filed with the State. The certificate holder is as follows:

Paul Foster
Program Manager
Division of Air Quality

715 Grantham Lane
New Castle, DE 19720

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, VENDOR 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. Surviving Clauses

The following clauses survive the termination of this Contract: Section 9 (fill in all others you wish to survive termination).

24. 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. VENDOR consents to jurisdiction and venue in the State of Delaware.

25. 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:

Paul Foster
Program Manager
Division of Air Quality
715 Grantham Lane
New Castle, DE 19720

TO VENDOR:

Philip Samulewicz
107 Hidden Fox Drive
Lincoln University, PA 19352

SIGNATURE PAGE TO FOLLOW

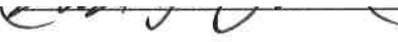
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL**

Original On File

Original On File

Witness 


Name: David S. Small

Title: Secretary

Date: 5/25/14

Date: 5/25/14

Original On File

Original On File

Witness 


Name: Philip Samulewicz

Title: Principal Consultant/Partner

Date: 5/12/16

Date: 5/12/16

Appendix A

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Title V Management Systems Review
ISSUED BY Department of Natural Resources and Environmental Control
CONTRACT NUMBER NAT15101-DAQ_REVIEW

I. Overview

The State of Delaware Department of Natural Resources and Environmental Control (DNREC), Division of Air Quality (DAQ) seeks professional services to provide DNREC, DAQ aid in the development of a management system review performed by an independent third party of the Title V air permitting scope, funding, and revenue generation process per Delaware Law - Title 7 – Conservation - Natural Resources – Chapter 60. Environmental Control – Subchapter VIII – Clean Air Act Title V Operating Permit Program – specifically §6097(m). 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: 05-18-15
Deadline for Questions	Date: 06-04-15
Response to Questions Posted by:	Date: 06-11-15
Deadline for Receipt of Proposals	Date: 06-18-15 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: 07-17-15

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 and that there exists no conflict of interest that precludes the company from performing the work. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

The selected vendor will need to provide a management system review of the Title V air permitting scope, funding, and revenue generation process per Delaware Law - Title 7 – Conservation - Natural Resources – Chapter 60. Environmental Control – Subchapter VIII – Clean Air Act Title V Operating Permit Program – specifically §6097(m).

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The goal of this review will be to enhance the Division of Air Quality's existing performance initiatives to ensure that the Division of Air Quality is properly focused on the efficient and effective use of annual fees collected from affected facilities in order to sustain the requirements of the Title V Program, as well as by deploying manpower resources and technologies to optimize services, and to ensure the development of a fair, balanced, and sustainable Title V revenue generation program. The Title V Operating Permit Program Advisory Committee shall also review the proposal and scope of work and participate in the selection of the independent third party performing the review.

- (1) In performing the management system review, the independent third party will:
 - a. Seek input from affected stakeholders;
 - b. Review the Department's Title V requirements and funding allocation processes;
 - c. Review and adhere to EPA guidance and memoranda related to annual fees;
 - d. Ensure that the Title V Program has the necessary resources and procedures to fulfill its mission; and
 - e. Recommend any technological adaptations to ensure that the Department's Title V process is "right-sized" for the future.

- (2) The independent third party shall issue a report, objectives of which shall include:
 - a. How the Division of Air Quality can build upon the strength of the value stream mapping process, which is presently incorporated into the non-Title V construction and operating permit processes.
 - b. How the Division of Air Quality can optimize the Title V permit processing, public hearing, regulation development, air monitoring, and reporting processes.
 - c. How the Division of Air Quality can optimize staff levels to ensure that a viable and responsive work force is adequately trained and utilized considering employee turnover and new employee replacement hiring.

This application will provide the framework for the phases of the management system review and will include six phases which are:

- 1. Administrative Planning Review –**
 - a. Performance Metrics –permit tracking / efficiency / meeting deadlines
 - b. Document Flow – E-permitting / source reporting
 - c. SIP/Regulation Development – amount required by Feds, process, TV paid

- 2. Compliance Structure Review -**
 - a. Emission Inventory Collection and Validation / Frequency

- 3. Field Review -**
 - a. Source Testing – review requirements of Witnessing all source / RATA test(s)
 - b. Annual On-Site Inspections – frequency
 - c. Ambient Monitoring

- 4. Financial Review –**
 - a. Base Fee Determination – Total Emissions
 - b. Permit Fee Application Fee – Application fee covers costs before permit issuance

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5. Training Review –

- a. Permit Writing Process – Value Stream Mapping – ID process, costs, timing benefits for modifications

6. Reporting and Summary

Contract proposals shall contain the following elements:

- 1. List of people and roles / responsibilities – (request resumes).**
- 2. Expectation of what is required on both sides – availability requirements.**
- 3. Management schedule.**

The stakeholders are defined in §6099 Title V Operating Permit Program Advisory Committee which is defined below.

There shall be established a "Title V Operating Permit Program Advisory Committee," hereinafter referred to as "Committee." The Committee members shall be appointed by the Governor and shall include, but not be limited to, the Secretary of the Department of Natural Resources and Environmental Control, or the Secretary's duly appointed designee; the Director of the Division of Air Quality, or the Director's duly appointed designee; 2 members who will represent stationary sources; 1 to be a member of the Chemical Industry Council; a member of the Delaware State Chamber of Commerce; a member representing a public utility; 2 members of a nationally affiliated or state environmental advocacy group; and the chairpersons of the House and the Senate Natural Resource Committees. The Secretary of the Department of Natural Resources and Environmental Control shall serve as the Chair of this Committee.

The vendor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The vendor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The vendor(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 vendor(s) does not conform to State policies, standards or general practices, the vendors) 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.

All documentation and programs, including the solution developed under this effort, cannot be proprietary and will become the property of the Committee.

Project Management

The DAQ Project Manager (hereafter referred to as the "DAQ PM") for this effort will be:

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

STATE OF DELAWARE
DNREC

715 Grantham Lane
New Castle, DE 19720
Phone: 302-323-4542
Fax: 302-323-4598
Email: Paul.Foster@state.de.us

The DAQ PM shall represent the Committee throughout this project. The selected vendor shall designate a Project Manager, who will function as the 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 vendor's Project Manager shall be responsible for, at a minimum, the following management tasks:

1. Project Status Reports – At the end of each phase or as requested
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 status meetings- As required.
6. Interview Stakeholder – As required.
7. Request Project Schedule Duration - Required

The DAQ PM may assign additional managerial tasks, as appropriate. The DAQ PM shall determine project priorities. Changes in the project's scope, deliverables, or direction shall be determined by mutual agreement between the DAQ PM and the selected vendor's Project Manager.

Tasks

This project will be defined through 6 phases. These phases will serve as benchmarks for this project. A sequential progression through each of these 6 phases will represent the basic Project Management organization. Furthermore, Committee acceptance of completion of each benchmark will serve the basis for payment schedules for this effort. Phases 1-5 will comprise of 75% of total payment, each comprised of 15%. The last and final phase (6) will comprise of 25% of total payment.

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

Phase 1: Administrative Planning Review

Tasks for this phase shall include, but not limited to conducting a walk-through analysis of the current operation:

1. Performance Metrics –permit tracking / efficiency / meeting deadlines
2. Document Flow – E-permitting / source reporting
3. SIP/Regulation Development – amount required by Feds, process, TV paid

Deliverables – Analysis of current permit tracking – Is this being used effectively.
Recommendations of pre-permit meetings – formal process of permit processes – flow

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diagram and recommended steps for sufficient information is transmitted. Need clarification of other programs funded by TV Fee program.

Phase 2: Compliance Structure Review

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation:

1. Emission Inventory Collection and Validation / Frequency

Deliverables – Justification of frequency of reporting as related to Title V Fee calculations. Analysis of difference in monies collected if the Title V Fee calculations are adjusted annually or periodically. Request a flow diagram of the process of the validation. – Any suggestion to improvements (streamline) of the system.

Phase 3: Field Review

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation.

1. Source Testing – review requirements of witnessing all source / RATA test(s)
2. Ambient Monitoring
3. Annual On-site Inspections – frequency and completeness

Deliverables - Analysis of Federal and other standards requirements with regard to source testing and how it is applied by DNREC. Review of source testing pre-approval process.

Analysis as to whether current ambient monitoring points are sufficient to meet federal monitoring requirements and if there are any redundancies that can be removed or additional points to better model Delaware's air quality.
Review / critique of current inspection forms for sites. Are inspections focusing on the sites' critical processes? Is DNREC auditing sites at the appropriate frequency?
What is the frequency of on-site inspections?

Phase 4: Financial Review

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation:

1. Base Fee Determination – Total Emissions
2. Permit Fee Application Fee – Application fee covers costs before and after permit issuance

Deliverables –Definition of the goal of the Title V Fee structure – encourage innovation or just distribution of air program costs with regard to air permit fees. Analysis of the cost of each step of the process: application, writing, responding to comments, report review,

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inspections, and compliance. Evaluate allocation of resources of permitting process – not just cost but, but diversion of resources – i.e., movement of other permits, modeling, work on regulations, etc.

Phase 5: Training Review

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation:

1. Permit Writing Process - Identify Process, costs, timing, benefits for modifications

Deliverables: Recommendations for minimum skills required for permit writers, inspectors, technicians, and managers so as to efficiently manage and enforce the Title V program. Recommend a process to ensure new hires are sufficiently trained before managing permits. Analysis of the permit writing process including recommended templates and modules to streamline the writing process and insure consistency. Can the current TV permit format be changed to improve writing, review, amendment, and enforcement? Identify training needed for the customer (sites) with regards to permits. (last training was October 2008 – Title V Permitting Program).

Phase 6: Reporting and Summary

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation:

1. How the Division of Air Quality can build upon the strength of the value stream mapping process, which is presently incorporated into the non-Title V construction and operating permit processes.
2. How the Division of Air Quality can optimize the Title V permit processing, public hearing, regulation development, air monitoring, and reporting processes.
3. How the Division of Air Quality can optimize staff levels to ensure that a viable and responsive work force is adequately trained and utilized considering employee turnover and new employee replacement hiring.
4. How the Division of Air Quality can improve the emissions inventory process to help develop a timely, sustainable, and just annual fee determination and collection system for future years.
5. Benchmark SIP / Regulation Development in other states.
6. Benchmark other state's inspection techniques. Online access to statement of basis for permits and permits, documents.
7. Benchmark other state's training requirements and processes.

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

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1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection f.
5. Provide response to Employing Delawareans Report (Attachment 9)

General Evaluation Requirements

1. Experience and Reputation
2. Expertise for performing Management Review Audits
3. Capacity to meet requirements (size, financial condition, etc.)
4. Demonstrated ability

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. 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.

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.

Paul Foster
715 Grantham Lane New Castle, DE 19701

STATE OF DELAWARE
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Paul.Foster@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 the State's 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:

- a. 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;
- b. 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 vendor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. 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;
- e. 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 vendor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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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 3 paper copies and 1 electronic copy 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 06-18-15**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Paul Foster
DNREC
715 Grantham Lane
New Castle, DE 19701**

Vendors are directed to clearly print "BID ENCLOSED" and "CONTRACT NO. NAT15101-DAQ_REVIEW" on the outside of the bid submission package.

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 06-18-15**. 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.

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5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 2015. 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 the submitting 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 in accordance with Executive Order # 31 and Title 29, Delaware Code, Chapter 100.

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

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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 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.

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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. 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.

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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.

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 **06-11-15**. Vendor 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

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.

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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 or 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.

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22. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

A group representing concerned parties affected by the Title V permitting process 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 (hereafter referred to as "the 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 will negotiate with the qualified firm designated 1st on the preference list. The Team shall make a recommendation regarding the award to the DAQ Division Director, 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 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 Team.

The proposals shall 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 vendor and participate in the 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.

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- 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*. Such selection will be based on the following criteria:
 - Expertise in performing management review audits
 - Experience with subject matter
 - Cost

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
Ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.	10
Familiarity and experience working with similar projects	35
References relevant to work	15
Cost	30
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

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 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

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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

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Team. All vendor(s) selected will be given an opportunity to present to the Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

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. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for 1 year with 1 optional extension for a period of one (1) year for 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

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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 of 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.

4. 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.

5. 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

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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, vendors 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.

6. 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 vendors, 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 vendor 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.

7. 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 may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff

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person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

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:

**DNREC
715 Grantham Lane New Castle, DE 19720
Paul Foster**

e. Indemnification

1. General Indemnification

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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 vendor 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

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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, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

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

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 (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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. Vendor Emergency Response Point of Contact

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

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In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Vendor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

i. 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.

j. 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%).

k. Penalties

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

l. Termination of Contract

The contract resulting from this RFP may be terminated as follows by **DNREC**.

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the 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 this Contract shall, at the option of the State, 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 usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the

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State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this 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, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** 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. This is not a termination for convenience and will not be converted to such.

m. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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. Vendor Responsibility

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The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of DNREC.

q. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

r. Fair Background Check Practices

Pursuant to 29 Del. C. §6909B and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. §711(g) for applicable established provisions.

s. 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.

t. 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.

u. 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:

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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.

v. 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.

w. 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.

x. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

y. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters

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in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

z. 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. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DAQ-001-12-14 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **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

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work

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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 solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

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 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Pricing Schedule
- Appendix C - Title 7 – Chapter 60 - Original

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IMPORTANT – PLEASE NOTE

- Attachments 2, 3, 4, 5 and 9 **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 parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to Joseph Martini. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible 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.

Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity 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

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during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. NAT15101-DAQ_REVIEW

Contract Title: Title V Management Systems
Review

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.**

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Attachment 2

CONTRACT NO.: NAT15101-DAQ_REVIEW
CONTRACT TITLE: Title V Management Systems Review
OPENING DATE: 5-18-15 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, DNREC

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 solicitation 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, DNREC.

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.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	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 HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. NAT15101-DAQ_REVIEW
Contract Title: Title V Management Systems Review

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 provide a separate list of the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. NAT15101-DAQ_REVIEW	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD 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 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned 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

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Attachment 9

Contract No. NAT15101-DAQ_REVIEW
Contract Title: Title V Management Systems Review

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

"Bona fide legal resident of this State" shall mean any resident who has established residence of at least 90 days in the State.

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>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



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>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

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**APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation 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. The remaining 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 identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**. All other copies may have reproduced or copied signatures – 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 Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

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.

Vendors shall provide proposal packages in the following formats:

1. Three (3) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. 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 a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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**APPENDIX B
PRICING SCHEDULE**

Vendors are required to submit a pricing schedule that presents total cost associated with completion of each of the five (5) tasks identified in the Scope-of-Work presented on page 1. A total cost will be calculated by summing the costs for each of the five (5) tasks.

Table 1: Pricing Schedule

Description	Vendor Labor Category	Hourly Rate	Hours	Labor Cost	Travel Cost	Total Cost
Task 1: Administrative Planning Review						
Task 2: Compliance Structure Review						
Task 3: Field Review						
Task 4: Financial Review						
Task 5: Training Review						
Task 6: Reporting and Summary						
Total Project Cost						

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Appendix C: Title 7 – Chapter 60 – Original

(m)(1) The Title V Operating Permit Program Advisory Committee shall be assembled by the Division of Air Quality to aid in the development of a management system review performed by an independent third party of the Title V air permitting scope, funding, and revenue generation process. The goal of this review will be to enhance the Division of Air Quality's existing performance initiatives to ensure that the Division of Air Quality is properly focused on the efficient and effective use of annual fees collected from affected facilities in order to sustain the requirements of the Title V Program, as well as by deploying manpower resources and technologies to optimize services, and to ensure the development of a fair, balanced, and sustainable Title V revenue generation program. The Title V Operating Permit Program Advisory Committee shall also review the proposal and scope of work and participate in the selection of the independent third party performing the review.

(2) In performing the management system review, the independent third party will:

- a. Seek input from affected stakeholders;
- b. Review the Department's Title V requirements and funding allocation processes;
- c. Review and adhere to EPA guidance and memoranda related to annual fees;
- d. Ensure that the Title V Program has the necessary resources and procedures to fulfill its mission; and
- e. Recommend any technological adaptations to ensure that the Department's Title V process is "right-sized" for the future.

(3) The independent third party shall issue a report, objectives of which shall include:

- a. How the Division of Air Quality can build upon the strength of the value stream mapping process, which is presently incorporated into the non-Title V construction and operating permit processes.
- b. How the Division of Air Quality can optimize the Title V permit processing, public hearing, regulation development, air monitoring, and reporting processes.
- c. How the Division of Air Quality can optimize staff levels to ensure that a viable and responsive work force is adequately trained and utilized considering employee turnover and new employee replacement hiring.
- d. How the Division of Air Quality can improve the emissions inventory process to help develop a timely, sustainable, and just annual fee collection system for future years.

(4) The Division of Air Quality will begin the process to hire the independent third party to conduct the management system review by September 1, 2014. The management system review shall be targeted for completion by December 31, 2015. Study results and recommendations shall be incorporated into the next cycle of annual fee legislation development. This 1-time management system review is to be funded by the existing annual fee balance with a total cost not to exceed \$100,000.



February 17, 2016

Paul Foster, P.E.
Department of Natural Resources and Environmental Control
Division of Air Quality
715 Grantham Lane
New Castle, DE 19720

Re: **Title V Management Systems Review – Revised (3)**
CONTRACT NUMBER NAT15101-DAQ_REVIEW
AAQS Proposal #061615CR2

Dear Mr. Foster:

Ambient Air Quality Services, Inc. (AAQS) is pleased to offer this revised proposal for consulting services related to the Title V Management System Review for the State of Delaware. The revisions are based on your email from you on February 12.

AAQS has a long-term presence in the State of Delaware and has a good working relationship with industries in Delaware as well as your department. AAQS believes we are uniquely qualified to assist with this important project. AAQS staff has extensive experience with the Delaware Title V program since several of our staff have been involved with the program since its inception and have been participants in working groups for revisions to the program over the years. Further, AAQS has been involved with management system development over the past 15 years with ISO 14000, Responsible Care, and Green House Gas (GHG) auditing through the American National Standards Institute (ANSI). This expensive experience in management system development will be crucial in the evaluation of the Title V program in Delaware.

The two major areas of our practice expertise that will fit directly with the requirements of this project are:

- Air Quality Permitting / Compliance
 - Title V applications / renewals
 - State construction / operating air permits
 - Compliance reports
 - PSD/NSR Permit applications
 - Risk Management engineering evaluation
 - Greenhouse Gas inventory development
 - Emissions inventory development
 - Multi-media environmental auditing
 - Management Systems including ISO 14000 & Responsible Care

- Emission Testing Program Management

107 Hidden Fox Drive, Suite 101A, Lincoln University, PA 19352-1205
Telephone (484) 224-6218 Voice/Fax

- Protocol development
- Agency negotiations
- Data analysis and compliance assessment

For this project, Mr. Philip Samulewicz, P.E. will serve as project lead and will be the point of contact for this project. He will be the key "face" of the project through interaction with your staff to conduct the scope of work as requested. Mr. Samulewicz will be assisted by three of our staff that also has extensive experience in Title V permitting in Delaware. One of the key resources will be Mr. Robert Wojewodzki. Bob is the former Environmental Director at the Valero Delaware City Refinery until it closed. At that point Bob joined our staff and has been actively working on air permitting in the State of Delaware since that point. His experience of over 40 years in the State provides an unprecedented perspective on this topic. A short summary of our project team's qualifications is listed below:

- Mr. Philip Samulewicz, P.E.
 - Principal Consultant / Permitting, Pollution Control & Testing
 - 25+ years of experience in air quality consulting
 - Air pollution engineering and air quality permitting
 - Specializes in Permitting in the State of Delaware
 - Has a solid professional relationship with DNREC and industry in Delaware
- Mr. Louis M. Militana, M.S., QEP
 - Principal Consultant / Project Director
 - 35+ years of experience in air quality consulting
 - Air quality permitting, modeling and monitoring
 - Extensive experience in large scale power generation permitting projects including NSR/PSD
- Mr. Robert Wojewodzki, P.E.
 - Principal Consultant / Petrochemical Services
 - 40+ years of experience in air quality management and compliance issues in the State of Delaware
 - Part of the original working group for the development of Title V in Delaware
 - Air quality permitting, siting, licensing, regulatory analysis and compliance strategies

The following Scope of Work has been prepared based on the Request for Proposal (RFP) prepared by DNREC.

Scope of Work

The challenge of this project is to objectively evaluate the Title V program in the State of Delaware and provide useful feedback to improve the program where appropriate. To that end, AAQS plans on attacking this challenge in a manner consistent with a management system approach. While we have professional relationships with both industry and DNREC, our challenge will be to provide the input based on information gathered from present day facts. It is not without some reservation that AAQS is offering to take this challenge. Both DNREC and the industry stake holders must understand that our approach to this review is to base every recommendation of a piece of information gathered and compared that information to other barometers discovered in the investigation.

Phase 1: Administrative Planning Review

The first part of this project will be to conduct an initial process review. The groundwork will be laid to develop a working outline for the rest of the tasks. This task is important to the overall success of the project since this will be the foundation for the subsequent tasks. Consider this task the "10,000 foot look". Tasks for this phase shall include, but not limited to conducting a walk-through analysis of the current operation:

1. Performance Metrics -permit tracking / efficiency / meeting deadlines
2. Document Flow - E-permitting / source reporting
3. SIP/Regulation Development - amount required by Feds, process, TV paid
4. List of questions to be used in Phase 2 and subsequent phases.

Deliverables - Analysis of current permit tracking - Review of pre-permit meetings - formal process of permit processes - flow diagram and recommended steps for sufficient information is transmitted. In addition, the matrix will include synthetic and natural minor permits. Additionally, standardized list of questions to be used in surveys of other agencies will be developed.

Based on feedback from the committee, AAQS's will conduct interviews with DNREC staff related to their administration of Title V permits in the State. We recommend having on complex, one average, and one simple Title V permit. In addition, AAQS will work with a permitting engineer to review the process of synthetic minor and natural minor permits. While many aspects of State-only permits overlap with Title V permitting, AAQS will vet the processes looking for areas to streamline and eliminate duplication of effort. The 2014 Title V Committee Status Report will be reviewed as part of this task. AAQS will deliver the analysis of the current permit tracking in preparation for comparing DNREC's current system with other states' programs as proposed in Phase 2. Included in the budgeting for this task is a monthly progress meeting with the project director from DNREC. Any concerns with the scope or timeline will be discussed at these meetings. Before starting Phase 2, the committee will come to agreement with the details of the scope going forward. With this agreement, a standardized list of questions will be developed to be used in Phase 2 when interviewing other air agencies.

Phase 2: Compliance Structure Review

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation:

1. Emission Inventory Collection and Validation / Frequency

Deliverables: Justification of frequency of reporting as related to Title V Fee calculations. Analysis of difference in monies collected if the Title V Fee calculations are adjusted annually or periodically. Request a flow diagram of the process of the validation. - Any suggestion to improvements (streamline) of the system. Also included is the first draft of the initial review of the review of the other states. This will be a working draft that will most likely need further detailing. The matrix will continue to be filled out as the later tasks are completed.

AAQS proposes for this phase a survey of up to four states programs so that a compare / contrast analysis can be conducted. While AAQS agrees that Delaware has a unique fee structure for Title V, we believe the only way to develop an un-bias objective assessment of the Delaware Title V program is to compare the aspects of the program to other benchmarks. This would include analysis of other states' programs. Based on the feedback from the committee, the suggested states to be analyzed may include PA, NJ, MA, NY, RI and CT to determine what procedures these states are using to comply with EPA's requirements. The final list will be determined partly based on what states are willing to participate. The purpose of this effort is to gather objective evidence regarding practices and resources used in states that have a similar industrial base as does Delaware. The aspects of their management systems will be summarized and compared to the processes used by Delaware.

In developing management systems, AAQS' experience is that it is far more efficient to refine a system from a baseline that functions well as compared to developing a system from limited information. We believe this is a valid approach to provide the objectivity to both DNREC and the other stake holders to determine where the Delaware program falls on the spectrum of efficiency. This analysis will allow AAQS to draw objective conclusions as to how the Title V fees are determined and collected. Streamlining recommendations will be based on findings from the multi-state analysis. As the matrix is developed, AAQS will update the DNREC management team at the monthly meetings.

AAQS will take every effort to minimize travel costs to conduct this multi-state analysis. For this revised proposal, AAQS has assumed that a significant portion of the data collection can be done remotely and the travel expenses have been reduced accordingly. Where possible, the sites will be reached by vehicle. At this point based on the revised list of states, AAQS assumes air travel will not be necessary. All lodging and per-diem will be done through discount websites and will be kept to national chains deemed economy class.

Phase 3: Field Review

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation.

1. Source Testing - review requirements of witnessing all source / RATA test(s)
2. Ambient Monitoring
3. Annual On-site Inspections - frequency and completeness

Deliverables – Part 1A – A review of the Ambient Monitoring requirements and an analysis of how these standards are being met. Part 1B – An analysis of Federal and other standards requirements with regard to source testing and how it is applied by DNREC. Part 2 - Review of source testing pre-approval process.

This task will be conducted in two parts. The first part will be to review the new stack testing / ambient monitoring reporting protocol being developed to meet the new Federal standard along with DNREC's current ambient air monitoring program. The second part of the task will be to observe the pre and post stack testing activities.

Part 1A

Analysis as to whether current ambient monitoring program is sufficient to meet federal monitoring requirements. As part of this review, AAQS will look at the program to determine if there are any redundancies that can be removed. Additionally, AAQS will look into the possibility of adding additional points to better model Delaware's air quality. Louis Militana will head up the ambient monitoring sub-task due to his experience in this field. Mr. Militana will work with the lead DNREC personnel that handles the monitoring program.

Part 1B

As discussed during the recent meeting, the EPA guidance on stack testing is being driven to a technology based solution. As part of this review, AAQS will survey the other states as to how they are handling this transition to determine if Delaware is leading in this effort. It appears from the feedback in the meeting, Delaware is taking an aggressive approach to this new technology. Thoroughness and frequency of on-site inspections will be two key parameters of this task. In addition, ambient monitoring standards and compliance inspections will be added based on committee comments. As part of the matrix, AAQS will survey the other states to determine the efforts they are conducting in these two aspects.

Part 2

AAQS has managed many stack testing efforts in the State and is familiar with the field activities. For this task AAQS proposes to shadow the DNREC source testing during pre and post testing activities. This will allow for a full understanding of the level of effort required to prepare for a stack test and complete the post testing evaluation and reporting to the permit engineer.

Once this part of the task is complete, AAQS will consult with the testing group at EPA's office in Philadelphia. The purpose of this exercise is to determine what parameters EPA requires at a minimum to determine if there is any room for improvement in this segment of the State's program. During the multi-state analysis, AAQS will inquire what standards other EPA regions require for their testing efforts. This effort will be focused primarily on the mid-Atlantic and New England states where heavy industrial activities take place. This will be summaries by AAQS in this section of the report. Additionally, a summary of other states' test observation programs will be included in the evaluation matrix.

Phase 4: Financial Review

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation:

1. Base Fee Determination - Total Emissions
2. Permit Fee Application Fee - Application fee covers costs before and after permit issuance

Deliverables: The key component of this deliverable will be to tie in the methodology used in Delaware and the other States to determine fee structure. This is a rather complex analysis. This analysis will evaluate allocation of resources of permitting process - not just cost but, but diversion of resources - i.e., movement of other permits, modeling, work on regulations, etc. This task will be the bridge between the technical aspects of the reviewed programs to the interface with the users. The analysis will show where the most efficiencies are in each of the programs based on time input to accomplish each of the tasks. The final tie in is the mission of Title V on the Federal and State levels. Part of the analysis will be to determine how each state is interpreting the requirements and how they are verifying that the goals are met.

AAQS understands that Delaware's fee schedule is unique and is based on complexity of the permit not just the total tons. AAQS still believes there is benefit in reviewing how other states handle the complexity issue related to fees. To that end, the multi-state review, AAQS will determine the fee structure that other jurisdictions are applying to their stakeholders. AAQS will query these states as to how they handle a relatively low emitting source that has a very complex process. This will hopefully give insight and additional perspectives as to how to handle such situations. Additionally, AAQS will document what other tasks other states are including in their title V program to compare in the matrix.

As this is one of the major sticking points in the re-negotiation of the Title V program, the analysis of the fee structure will take into the account of the complexity of each source in relation to the actual \$/ton fee. Part of the analysis of this task will take into account of the other regulatory programs that affect the stakeholder. Recommendations for this task will be tied into the final report recommendations. AAQS envisions a matrix tying in all of the variables that are used to calculate the permitting and annual fees. This matrix will account for all peripheral activities that DNREC needs to perform to deliver a complete Title V permit to the end-user. As part of this phase, historical costs will be reviewed to determine if there is overlap in any of the aspects of the existing program.

Phase 5: Training Review

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation:

1. The currently upgraded training program (electronic based learning) is to be compared to other jurisdictions methodologies..

Deliverables: Recommendations for minimum skills required for permit writers, inspectors, technicians, and managers so as to efficiently manage and enforce the Title V program. Recommend a process to ensure new hires are sufficiently trained before managing permits. Analysis of the permit writing process including recommended templates and modules to streamline the writing process and insure consistency. Identify training needed for the customer (sites) with regards to permits. (last training was October 2008 - Title V Permitting Program). Since training technology is rapidly evolving, this deliverable will include input from various sources with regards to the effectiveness of some of the new technology. At the end of this analysis would be recommendations on how to share this knowledge base with the end users / industrial clients.

Training is a subjective matter. In past Title V reviews, much discussion was based on the need to have "trained" employees when hired. The issue with this is the ability to hire and retain experienced personnel verses hiring personnel that have the basic knowledge and train them on the job. This problem is not unique to DNREC. The same issues occur in industry and consulting. A survey of training standards will be conducted while interviewing the five proposed states' programs. Part of this evaluation will include a review of changes to the regulations by EPA in the current period. Training requirements may need to be fluid based on changes to / application of the regulation by EPA.

Based on our recent meeting, AAQS understands DAQ has instituted a new training program using APTI-Learn and has set up specific training for our employees according to job duties (engineer, planner, supervisor, etc.) and length of service (Division & Branch Orientation, Initial Training Requirements, and Advanced Skills / Professional Development Training). As such, examination of the DNREC training program can be reduced.

AAQS understands the committee is more interested in a recommended training program for sources within the state on permitting and compliance issues. To that end, AAQS will focus the effort in reviewing the new program and will only conduct a peripheral review of how other states are handling training.

Phase 6: Reporting and Summary

Tasks for this phase shall include, but not limited to conduct a walk-through analysis of the current operation:

1. How the Division of Air Quality can build upon the strength of the value stream mapping process, which is presently incorporated into the non-Title V construction and operating permit processes.

2. How the Division of Air Quality can optimize the Title V permit processing, public hearing, regulation development, air monitoring, and reporting processes.
3. How the Division of Air Quality can optimize staff levels to ensure that a viable and responsive work force is adequately trained and utilized considering employee turnover and new employee replacement hiring.
4. How the Division of Air Quality can improve the emissions inventory process to help develop a timely, sustainable, and just annual fee determination and collection system for future years.
5. Benchmark SIP / Regulation Development in other states.
6. Benchmark other state's inspection techniques. Online access to statement of basis for permits and permits, documents.
7. Benchmark other state's training requirements and processes.

Once the majority of the above-listed tasks are nearing completion, AAQS will start to develop the draft report for the committees review. This report will summarize the findings. In this draft report, any decision gates that will need to be discussed with the committee. A meeting will be held at the time of delivery of the draft report to go over any areas that need additional guidance or clarification. At this point, the committee will have time (anticipating two weeks) to review and discuss the findings. At the end of the process, AAQS will again meet with the committee to discuss and questions or changes that may be required. After these issues are resolved, the report will be finalized.

As outlined in the first five phases, AAQS will be developing a complex matrix based on aspects of the other state's programs in relation to Delaware. The report will document in detail all activities, data, procedures and fees associated with the five other programs. This data will then be compared with the current program in Delaware. Where the Delaware program exceeds the "average" model, recommendations will be made to "stay the course". Where other programs offer a more efficient solution, these aspects will be outlined in detail along with the benefits on modifying the Delaware program and the potential savings that may arise from these modifications. AAQS understands that any meetings with the State legislature (should they be needed) will be handled as a separate item not included in this scope. Prior to these meetings, the report will be vetted with the DNREC team to fine tune the recommendations.

Project Budget

AAQS has developed the following cost estimate for the scope as outlined above. The assumptions have been listed in each task. If necessary, AAQS can meet with the team to discuss further details on the assumptions in developing the scope.

<i>Phase 1: Administrative Planning Review</i>	<i>\$16,800 labor</i> <i>\$2,000 expenses</i>
<i>Phase 2: Compliance Structure Review</i>	<i>\$26,800 labor</i> <i>\$8,000 expense (est.)</i>
<i>Phase 3: Field Review</i>	<i>\$11,400 labor</i>
<i>Phase 4: Financial Review</i>	<i>\$6,840</i>
<i>Phase 5: Training Review</i>	<i>\$4,900 labor</i> <i>\$500 expenses</i>
<i>Phase 6: Reporting and Summary</i>	<i>\$18,700 labor</i> <i><u>\$3,000 expenses</u></i>
Total Budget	\$98,940

Billing will occur as outlined in the RFP. All backup documentation will be provided as required under the Delaware State Contract protocol. Any change or addition to the scope will be discussed in advance with the DNREC project manager and no changes will occur without agreement by both parties. Any changes and / or additions to the scope will be documented in writing before proceeding with the work.

Statement of Impartiality

At the request of DNREC, AAQS addresses the issue of impartiality as follows:

- The scope proposed by AAQS sought from the outset to provide an objective analysis of the Title V program by reviewing other states' programs and comparing them to the outlined aspects to Delaware's program. This eliminates almost entirely the subjective nature of reviewing Delaware's program only. The findings will be based on data collected. Conclusions will be based on the analysis of that data.
- During the period between the issuance of the purchase order / kickoff meeting and the submittal of the draft report to the committee, AAQS will not conduct any marketing efforts in Delaware nor will any of the team members solicit any new projects from existing clients in Delaware for work related to Title V / Synthetic Minor / Natural Minor air permitting.
- Currently AAQS has several projects pending with existing clients. These include a fence-line monitoring proposal, two stack testing projects and a

permit modification. Based on conversations with the committee, the purchase order process may take significant time to process. It is our intension to have these projects as complete as possible by the start of the Title V project.

- Regarding stack testing, the two pending tests involve an emergency generator and an oxidizer. The testing will be done under previously DNREC approved protocols. Further, the testing is done by an independent sub-contractor. AAQS' involvement would be coordination of the testing schedule and a quality assurance review of the data. Since these are being completed by a sub-contractor using EPA approved test methods, AAQS believes there is no conflict in these matters.
- Should any new air issues arise from existing clients, Ms. Sharon Gill will handle these projects. She is not part of this proposal and will not be involved in any form. This will provide a bright line between this project and any other potential work. Should there be any inkling of COI, the work would be sub-contracted to parties currently not working in Delaware.
- Lastly, AAQS will follow code of ethics under professional engineering standards will be adhered to by team members.

AAQS believes that this should be more than sufficient to assure all parties there will be no conflicts of interest regarding this study. AAQS anticipates that the draft report can realistically be submitted in six months from the start of the project. The portion that Mr. Militana will be handling will commence immediately and will be issued to the committee as soon as that portion of the scope is completed.

Timeline

AAQS can begin work within two weeks of receiving written authorization to proceed. The first phase activities will be scheduled once the kick off meeting is held with your team. AAQS assumes that the three permit writers described in Phase 1 will have active projects that AAQS can review to develop the questions for the matrix described in Phase 2.

Phase 2 activities will be scheduled once a final determination is made of which states will be surveyed. At that point AAQS will contact the appropriate personnel at those agencies to facilitate the next four phases. Assuming the staff is available, AAQS assumes the tasks can be accomplished over a period of approximately four months. Once tasks two through five are complete, AAQS will coordinate with the DNREC project team to develop the final report. We assume there will be several interactions to discuss and refine the recommendations. This will take approximately four to six weeks depending on availability of key personnel.



Attached is a summary of AAQS' Qualifications and Experience. If further detail is required before the award of the project, AAQS will supply the necessary information to the project leader. We thank you for the opportunity to quote this important project. Should you choose AAQS as the successful bidder, we look forward to working with the stakeholders to maximize the benefit of the Title V program in Delaware and make Delaware a model for all other states. Should you have any questions, please do not hesitate to contact me at 610.563.8104.

Sincerely,
Ambient Air Quality Services, Inc.

Philip J. Samulewicz, P.E.
Principal Consultant / Partner