

TRINIDAD NAVARRO
COMMISSIONER



STATE OF DELAWARE
DEPARTMENT OF INSURANCE

**STATE OF DELAWARE
Department of Insurance
Office of the Commissioner**

June 11, 2020

ISSUED BY: Leslie W. Ledogar, Esq.
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(302) 674-7379

SUBJECT: **AWARD NOTICE**
CONTRACT NO. DOI 20001-WRKPL_INSP
Insert Contract Name RFP Workplace Safety Site Inspectors

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a three period beginning on June 11, 2020 and ending on June 10, 2023, with two (2) optional extensions for a period of one (1) year each, by written agreement at the sole discretion of the Department.

2. VENDORS

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Vendor Name: TekSolv, Inc. Address: 30 Executive Drive, Suite 5 Newark, DE 19702 Primary Contact Name: Erik Bish Phone: 717.540.8111 x205 Email: ebish@teksolv.com FSF Number:	Vendor Name: Compliance Consultants, Inc. Address: 319 E. Macdade Blvd. Folsome, PA 19033 Primary Contact Name: Scott Boro Phone: (215)-255-5571 Email: sboro@ccicomply.net FSF Number:
Vendor Name: Sussex Environmental Address: 24 Ancient Oak Drive Lewes, DE 19958 Primary Contact Name: Susan E White Phone: 302-228-1708 Email: Susan.White@mchsi.com FSF Number:	Vendor Name: Address: Primary Contact Name: Phone: Email: FSF Number:

Format of above table may be adjusted based on number of vendors awarded

3. WORKPLACE SAFETY INSPECTION FEE SCHEDULE

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Vendor shall submit invoices on a monthly basis to the Department via U.S. mail only, along with the printed reports for each inspection completed.

For Property Management, Artisans and Contractors (General, Building, Custodial, Lawn Service, etc.):

	1st YEAR	ALL CONSECUTIVE YEARS
Home Base Plus 2 Sites or Less	\$700	\$350
Home Base Plus 3 to 5 Sites	\$1,000	\$500
Home Base Plus 6 to 10 Sites	\$1,500	\$750
Home Base Plus 11 to 15 Sites	\$2,000	\$1,000
Home Base Plus 16 or More	\$3,000	\$1,500

For Most Other Businesses:

	1st YEAR	ALL CONSECUTIVE YEARS
One Building	\$300	\$150
One Building Plus CDLs	\$400	\$200

Two Buildings/Car Dealerships/ Country Clubs	\$600	\$300
Four Buildings	\$1,200	\$600
Six Buildings	\$1,800	\$900
Eight Buildings	\$2,400	\$1,200
Ten Buildings	\$3,000	\$1,500

*Only Delaware work sites are eligible for the Workplace Safety Program.
The safety credit applies to Delaware premiums in multi-state policies.*

Fees may be adjusted under certain circumstances (18 Del. Admin C. §§ [800-802](#)).

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4. PAYMENT SCHEDULE

Vendor shall submit invoices to the Department via U.S. mail only, along with the printed reports for each inspection completed, at such intervals and with such detail as dictated by the applicable approved final contract.

Payment will be made within thirty (30) days following receipt of the invoice and approval by the Department.

5. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number Contract No. DOI 20001- WRKPL_INSP on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

6. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

7. INDEMNIFICATION; LIMITATION OF LIABILITY.

7.1. Vendor shall indemnify and hold harmless the Department and the State of Delaware, 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:

7.1.1. the negligence or other wrongful conduct of the Vendor, its agents or employees, or

7.1.2. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to subparagraphs 7.1.1 or 7.1.2 that:

7.1.2.1. 9.1.2.1 Vendor shall have been notified promptly in writing by the Department of any notice of such claim; and

7.1.2.2. 9.1.2.2 Department shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

7.2. If the Department promptly notifies Vendor in writing of a third party claim against the Department that any work product provided by Vender for the Services 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 the Department or the State of Delaware. Vendor will not indemnify the Department or the State of Delaware, however, if the claim of infringement is caused by:

7.2.1. The Department's misuse or modification of the work product;

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- 7.2.2. The Department's failure to use corrections or enhancements made available by Vendor;
- 7.2.3. The Department's use of the work product in combination with any product or information not owned or developed by Vendor;
- 7.2.4. The Department's distribution, marketing or use for the benefit of third parties of the work product;
or
- 7.2.5. Information, direction, specification or materials provided by the Department or any third party. If any work product is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either:
 - 7.2.5.1. Procure the right for the Department to continue using it,
 - 7.2.5.2. Replace it with a non-infringing equivalent, or
 - 7.2.5.3. Modify it to make it non-infringing.

The foregoing remedies constitute the Department's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

7.3 The Department agrees that Vendor's total liability to the Department and the State of Delaware for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Vendor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of Vendor's professional liability insurance. In no event shall Vendor be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if Vendor has been advised of the likelihood of such damages..

8. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

9. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

10. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the

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purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

Note to Agency: If any of the language in this template conflicts with the language in the contract, the language in this template may be edited as required.