



STATE OF DELAWARE
Delaware Technical Community College
(90 04)

July 1, 2020

ISSUED BY: Valencia Beaty
Vice President for Human Resources
(302) 857-1855

SUBJECT: **AWARD NOTICE**
CONTRACT NO. DTCC 18008-CWFLEXBENE
DTCC Flexible Benefits Plan

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a 2 years period beginning July 1, 2019, and ending June 30, 2021. Each contract may be renewed for (2) one (1) year periods through negotiation between the contractor and Delaware Technical Community College. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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Vendor Name: Vision Benefits of America Address: P.O Box 74008623 Primary Contact Name: Matthew Cuomo Phone: 412-881-7608 Email: mcuomo@vbaplans.com FSF Number: 0000019469	Vendor Name: Address: Primary Contact Name: Phone: Email: FSF Number:
Vendor Name:Metropolitan Life Insurance Company Address: P.O. Box 7777 Primary Contact Name: Don Aselton Phone: 610-386-4190 Email:daselton@metlife.com FSF Number: 0000036049	Vendor Name: Address: Primary Contact Name: Phone: Email: FSF Number:

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

3. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

4. PRICING

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Prices will remain firm for the term of the contract year.

ADDITIONAL TERMS AND CONDITIONS

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5. BILLING

The successful vendor is required to the respective agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

6. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice the end of the month following the coverage month. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. 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.

9. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

10. 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.

11. 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.

12. 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 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.