



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 31, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MICHAEL BACU
STATE CONTRACT PROCUREMENT OFFICER
302-857-4522

SUBJECT: **AWARD NOTICE, Addendum #1**
CONTRACT NO. GSS12683-RADIOFREQ
Radio Frequency (RF) Engineering Consultants

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. CONTRACT USE:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the County of Fairfax, Virginia for Broadband Needs Assessment.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid through December 31, 2012, unless earlier terminated. The State of Delaware reserves the right, in its sole discretion, to extend this contract pursuant to any extension of the County of Fairfax, Virginia Contract Number 4400000258 under the same terms and conditions as this Participating Addendum.

This contract has been extended through December 31, 2013 under the same pricing, terms and conditions.

3. VENDORS:

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Contract # GSS12683-RADIOFREQV01
County of Fairfax, Virginia Contract No. 440000258
FSF Vendor ID: 0000016038
RCC Consultants, Inc.
Attn: Terry Wright
4900 Cox Road, Suite 235
Glen Allen, VA 23060-6509
Phone: 804-353-0300, Ext 112
Fax: 804-353-8059
Email: twright@rcc.com

4. SHIPPING TERMS:

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FOB destination.

5. SUBCONTRACTING:

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As part of the contract award the contractor agrees to provide the names and addresses of each subcontractor that subcontractor's status as defined by the State's as a small minority owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

6. PRICING:

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- a. The contract is a firm-fixed price agreement for professional services. The fee(s) will remain firm and will include all charges (except for travel and related expenses as identified below that may be incurred in fulfilling the requirements of this contract.
- b. The assigned RF Engineer/Consultant(s) will be required to travel throughout the State on a routine basis to perform tasks under the this contract. The travel expense incurred by the assigned RF Engineer/consultant(s) will be reimbursed by the State at the State's current mileage reimbursement rate. Commuting to and from the State will not be a reimbursable travel expense.
- c. Travel expenses for other Contractor staff attending or conducting meetings and briefings in the State will not be reimbursed by the State.

Labor Categories	Hourly Rate	Monthly Hourly Rate	Quarter + Hourly Rate	6 Month Hourly Rate
President & Chief Executive Officer	\$400	\$400	\$360	\$360
Vice President and above	\$250	\$250	\$225	\$225
Managing Director	\$250	\$250	\$225	\$225
Director	\$200	\$200	\$180	\$180
Associate Director	\$185	\$185	\$167	\$167
Managing Consultant	\$185	\$185	\$167	\$167
Sr. Consultant	\$166	\$166	\$149	\$149
Consultant	\$156	\$156	\$140	\$140
Wireless systems Consultant	\$124	\$124	\$112	\$112
Consulting Assistant	\$93	\$93	\$84	\$84
Administrative Assistant	\$67	\$67	\$61	\$61
Systems Support				
Lead Software Engineer	\$175	\$175	\$158	\$158
Software Engineer	\$125	\$125	\$113	\$113
Systems Support	\$175	\$175	\$158	\$158

The "Quarter +" and "6 Month" discounted rates shall apply to all RCC personnel working with the State of Delaware regardless of their individual level of involvement, provided that at least one Senior Consultant or higher level resource remain under active full time (three month or more dedicated assignment to the State of Delaware at 40 hours per week) contract with the State. Otherwise, the rates extended to the State shall revert to the "Hourly" or "Monthly Hourly" rate structure as appropriate at the time any work is performed.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

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

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. 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. Agency pays the primary vendor for purchase and not the dealer.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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>.