



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

June 1, 2014

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

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

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS13695-TIME LABOR**  
**Time and Attendance Management Solution**

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KEY CONTRACT INFORMATION**

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## 1. CONTRACT SUMMARY

This contract provides a time and attendance system utilizing a mixture of time collection devices and web-based access in an effort to improve and standardize statewide time & attendance and leave & absence data collection and management. This is a system that offers configurable solutions for: time & attendance, scheduling, leave & absence, labor distribution, workflows & alerts, and reporting. This system will be integrated with the State's ERP, Oracle PeopleSoft Enterprise Human Capital Management and Financials.

## 2. MANDATORY USE CONTRACT

**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.

## 3. CONTRACT PERIOD

Each contractor's contract shall be valid for a three (3) year period from June 1, 2014 through May 31, 2017. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

## 4. VENDORS

### **Workforce Software**

38705 Seven Mile Road, Suite 300  
Livonia, Michigan 48152

<http://www.workforcesoftware.com/>

Maria Dunbar  
Enterprise Account Executive  
Office: 401.465.7070  
Mobile: 401.722.2703  
Fax: 734.542.0635  
[mdunbar@workforcesoftware.com](mailto:mdunbar@workforcesoftware.com)

FSF ID#:

## 5. SHIPPING TERMS

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

## 6. PRICING

Contact Contract Manager for pricing information.

## 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.

## 9. 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.

## 10. PURCHASE ORDERS

Agencies are required to identify the contract number GSS13695-TIME\_LABOR on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## 11. 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.

## 12. HOLD HARMLESS

The contractor assures that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. 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 reasonable attorneys' fees) arising out of such breaches the State shall subtract from any payment made to Vendor all damages, costs and expenses determined by mutual agreement of the parties or determined by a court of competent jurisdiction and caused by such information security breaches that have not been previously paid to Vendor.

### **13. FORCE MAJEURE**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control and shall not be deemed in default of this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, failure of the Network, interruption or delay of the internet or other event beyond the reasonable control of the party, provided that the party relying upon this provision: (i) gives prompt written notice thereof; and (2) takes all steps reasonably necessary to mitigate the effects of the force majeure event.

### **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://qss.omb.delaware.gov/divisionwide/forms.shtml>.