



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 4, 2014

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

FROM: KIMBERLY JONES
STATE CONTRACT PROCUREMENT OFFICER
302-857-4584

SUBJECT: **AWARD NOTICE – ADDENDUM # 5 (Effective March 2, 2017)**
CONTRACT NO. GSS14712-PHYTESTLAB
Medical Physicals and Laboratory Testing

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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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.

This contract is intended for the use of the Department of Safety and Homeland Security to obtain services as identified in the scope of work. All other covered agencies are excluded from mandatory use.

2. 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.

Government Support Services, as the issuing Agency, will retain the right to allow other agencies access to services as identified in the solicitation.

The following section of the RFP is amended as follows:

RFP Section II.

F. Results of Examination

1. Turnaround time for providing physical examination results to the ordering Agency should be within 2 to 3 workdays, and no more than 5 working days.
2. The original results of the physical examination and laboratory work shall be forwarded to the point of contact identified by the ordering Agency.
3. A copy of the physical examination and lab results shall also be provided to the employee with the exception of fit-for-duty evaluations, which will be forwarded only to the point of contact identified by the ordering Agency.
4. The examining physician is responsible for reviewing the results of all tests that are ordered. DO NOT evaluate a patient "pending laboratory work" and DO NOT assume that the results will be reviewed elsewhere.
5. The examining physician shall be available, within a reasonable amount of time, for consultation with the ordering Agency's designated representative to discuss or clarify any questions about the results. Physician shall also be available to answer questions, and/or give medical opinions in regard to any ordering Agency employee, i.e. effects of medication on employee performance.

6. CDL Physical Examination Requirements

- a. Must provide consultation services
- b. Must be compliant with DOT Physical Exam requirements per US Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) Section 391.32: Medical Examination: Certificate of Physical Examination.
- c. Must assure availability to assist with FMCSA audits and/or litigation hearings.
- d. Reports must list type of medical certification received and mandated recertification date.

3. **CONTRACT PERIOD**

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Each contractor's contract shall be valid for a one (1) year period from March 1, 2014 through February 28, 2015. Each contract may be renewed for four (4) additional 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.

Addendum # 2 extends the contract through February 29, 2016 under the same terms and conditions with adjusted pricing.

Addendum # 3 changes the name of the vendor as a result of an acquisition.

Addendum # 4 extends the contract through February 28, 2017, and adds new testing requirements.

Addendum # 5 extends the contract through February 28, 2018 under the same terms and conditions.

4. **VENDORS**

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Contract GSS14712-PHYTESTLABV02
PTN WorkPro Holdings
FSF Vendor ID: 0000253652
6 Larch Ave, Suite 397
Newport, DE 19804

5. **SHIPPING TERMS**

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

6. **PRICING**

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Pricing in Pricing Sheet Addendum # 2 became effective October 23, 2015.
Pricing in Pricing Sheet Addendum # 4 became effective February 13, 2017.

Carefully review the Scope of Services in the RFP before contacting the vendor.
The RFP can be accessed from the contract details page.

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.

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14712-PHYTESTLAB on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. 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.

13. 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.

14. 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.

15. 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>.