



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 28, 2016

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

FROM: MARIA FRY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4583

SUBJECT: **AWARD NOTICE – Effective July 1, 2016**
CONTRACT NO. GSS15632A-RECRUIT
Automated Recruitment and Selection System

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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.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a three (3) year period from July 1, 2016 through June 30, 2019. Each contract may be renewed for two (2) 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.

3. VENDORS

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GSS15632A-RECRUITV01
JopAps, Inc.
1604 State St.
Santa Barbara, CA 93101
Contact: Michele Gray
Phone: 805-963-1056
Email: mgray@jobaps.com
FSF# 0000034231

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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N/A

6. PRICING

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Prices represent annual costs and will remain firm for the initial term of the contract as well as any of the two (2) one year renewals reference in above Item 2 – Contract Period.

Pricing is for four (4) standalone portals in which the data in the JobAps Administrative Suite is unique to each Agency (HRM, DSP, DDOE, DTI) including Requisitions, Applicants, Applications, Recruitments, Exams, Job Classes, Salaries and Configuration and Custom Data. In addition, each Agency will have 2 Support contacts to contact JobAps Technical Support directly.

HRM Annual pricing is \$195,000.00 which includes the following modules:

Online Employment Center, Track & Hire, Exam Planning and Scoring, Profile Scores and Extra Points, Class Specs with Occupational Grouping, Scoring, Reporting Suite with Dashboard, Online Modular and Advanced Testing, Internal Job Board, Integration, Free Names, Calendar Use, Gold Support, Platinum Support, Enhanced Auditing, Stage Environment

DSP Expansion Module: \$69,500
DSP Annual pricing: \$44,000

DDOE Expansion Module: \$64,500
DDOE Annual pricing: \$45,000

DTI Expansion Module: \$64,500
DTI Annual Pricing: \$23,000

SHARED APPLICANT LOGIN: \$25,000
SHARED APPLICATN LOGIN Annual pricing: \$8,000

Please refer to RFP, pg. 27. Section IV.D.7.i Costs and Payment Schedules for release of milestone payments accessible through the hyperlink(s) provided on this contract's 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 GSS15632A-RECRUIT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

Entities other than Delaware that will have access to JobAps confidential information resultant from assessments or audits requested by Delaware relative to this contract will be required to execute a non-disclosure agreement. The non-disclosure agreement is to be obtained from Government Support Services.

The shared applicant login will include:

- Each Agency will have an individual, separate and custom branded Open Jobs page with a unique URL and a Job Descriptions page.
- There will be a shared Open Jobs page with a combined list of open jobs from all Agencies.
- Each Agency will have their own RSS Feed providing information on their open jobs.
- When an applicant creates a new account or updates their contact information from any of the individual Agency Sites, the account and updates will be available to all Agencies.
- If applicant profiles are updates in the JobAps' Admin Suite by any Agency, the updated information will be available to all Agencies in all sites.
- When an applicant clicks on "My Applications" from any of the individual Agency Open Jobs pages, they will login and be able to view and access all of their applications submitted to any of the individual Agencies.
- The Occupational Groupings and Pay Grade pages currently on the HRM JobAps site will be unique to HRM and not available for the other sites.

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.

13. 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.

14. 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.

15. 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.

16. 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>.