



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 11, 2015

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4557

SUBJECT: **AWARD NOTICE Addendum #3 (effective June 11, 2019)**
CONTRACT NO. GSS15733-ONBASE
OnBase Implementation Partners

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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 **June 11, 2015** through **June 10, 2018**. 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.

The contract one (1) year, through June 10, 2019, with pricing adjustments, all other terms and conditions remain the same.

The contract one (1) year, through June 10, 2020, with price adjustments for JMT Technology Group, effective June 11, 2019. All other terms and conditions remain the same.

3. ADDENDUM HISTORY

Addendum #1 extends the contract one (1) year with pricing adjustments, all other terms and conditions remain the same.

Addendum #2 updates JMT Technology Group contact information.

Addendum #3 extends the contract one (1) year with price adjustments for JMT Technology Group, effective June 11, 2019. All other terms and conditions remain the same. Addendum #3 also includes updated contract information for some vendors.

4. VENDORS

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<p>GSS15733-ONBASEV01 DataBank IMX LLC 12000 Baltimore Ave. Suite 300 Beltsville, MD 20705 POC: Charlie Bauer PH: 301-837-0197 EM: Charlie.bauer@databankimx.com FSF: 0000254215</p>	<p>GSS15733-ONBASEV02 ImageSoft Inc. 25900 W. 11 Mile Rd, Suite 100 Southfield, MI 48034 POC: Pam Superdock PH: 248-948-8100 ext 231 EM: psuperdock@imagesoftinc.com FSF: 0000167233</p>
<p>GSS15733-ONBASEV03 JMT Technology Group 121 Continental Drive, Suite 300 Newark, DE 19713 POC: Bob Pliszka PH: 215-496-4738 EM: bpliszka@jmttg.com FSF: 0000029660</p>	<p>GSS15733-ONBASEV04 Versivo Inc. 950 North Glebe Road, Suite 210 Arlington, VA 22203 POC: Heather Lewis PH: 866-222-2145 ext 720 EM: heather.lewis@versivo.com FSF: 0000254426</p>

5. SHIPPING TERMS

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

6. DELIVERY AND PICKUP

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Vendor is to deliver all services in accordance with the terms, conditions and requirements of the contract.

7. PRICING

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DATABANK Pricing

Scenario 1 Pricing - Small Projects: No Minimum Hours Commitment:

- Time and Materials: **\$171/hour**
- Invoiced Monthly
- Standard or Advanced Consulting
- This scenario contemplates remote work however should travel and expenses be required, State of Delaware would be invoiced
- Should onsite activity be needed, State of Delaware provides office space
- Subsequent years may reflect a customary hourly price increase

Scenario 2 Pricing – Medium to Large Projects: Block time pricing

- Commitment of 500 hours @ **\$166.25/Hour** (e.g. mid-size project)
- Commitment of 1000 hours @ **\$161.50/Hour** (e.g. large-size project)
- Commitment of 2000 hours @ **\$156.75/Hour** (e.g. staffing needs requiring a FTE)
- Pre-Paid and hours do not expire
- Time and Materials
- Standard or Advanced consulting
- This scenario contemplates remote work however should travel and expenses be required, State of Delaware would be invoiced
- Should onsite activity be needed, State of Delaware provides office space
- Subsequent years may reflect a customary hourly price increase

IMAGESOFT Pricing

Additionally, we are extending the option of a blended rate of \$170 as an alternative to the rate structure proposed below. A blended rate has the benefit of administrative simplicity, and this proposed rate represents a discount to Delaware over the average resource rate for a typical ECM project.

State of Delaware - OnBase Implementation Services - Rate Table											
Project Size			Project Complexity			Project Roles					
Small	Medium	Large	Simple	Med	Complex	PM	BA	OCM	SA	SE	TC
X			X			165	170	N/A	170	165	165
X				X		165	175	N/A	175	165	165
X					X	170	180	N/A	180	170	165
	X		X			165	170	165	170	165	165
	X			X		165	175	165	175	165	165
	X				X	170	180	170	180	170	165
		X	X			165	170	165	170	165	165
		X		X		165	175	165	175	165	165
		X			X	170	180	170	180	170	165
Maintenance						170	170	170	170	170	170

Pricing Notes

- As requested by the State, the rates shown shall remain in effect for the initial contract period of three years. Rates in the options years may require some minor adjustment to account for inflationary factors
- For purpose of this chart, we have defined the project size attributes as follows: small (up to 500 hours), medium (up to 1500 hours) and large (in excess of 1500 hours)
- Project complexity is determined by a number of factors but the following are key considerations:
 - Store and retrieval or more advanced
 - No. of technical interfaces
 - No. of workflows and their inherent complexity
 - No. of stakeholders
 - Is the intent to automate the existing process or do business process re-engineering?
 - Complexity of the data conversion
 - Testing or compliance requirements
 - Level of work which is custom vs configuration
 - Extent of the OnBase modules utilized
 - First of a Kind?
 - Level of ECM maturity of the organization

JMT TECHNOLOGY GROUP Pricing (Effective June 11, 2019)

Labor Category	Rate		
	Small Project	Medium Project	Large Project
Project Manager	\$158.60	\$157.05	\$155.40
Organizational Change Manager	\$158.60	\$157.05	\$155.40
Business Analyst	\$129.60	\$128.30	\$126.85
Systems Analyst	\$132.15	\$130.90	\$129.50
Systems Architect	\$161.85	\$160.25	\$158.60
Systems Engineer	\$132.15	\$130.90	\$129.50
Help Desk Specialist	\$79.30	\$78.50	\$77.75
Training Specialist	\$132.15	\$130.90	\$129.50
Technical Writer	\$129.60	\$128.30	\$126.85
Senior Applications Developer	\$132.15	\$130.90	\$129.50
Applications Developer	\$116.90	\$115.75	\$114.60
Tester	\$85.25	\$84.40	\$83.55
GIS Specialist	\$113.00	\$111.85	\$110.70

VERSIVO Inc Pricing

The following table contains Versivo’s all inclusive, not to exceed Hourly Rates by Labor Category.

Labor Category	Type	Hourly Rate	Discounted Hourly Rate
Project Director	Per hour	\$169.00	\$152.52
Project Manager	Per hour	\$149.00	\$134.47
Technical Architect	Per hour	\$142.00	\$128.16
Senior Business Analyst	Per hour	\$138.00	\$124.55
IT Infrastructure Engineer	Per hour	\$118.00	\$106.50
Developer	Per hour	\$118.00	\$106.50
Business Analyst	Per hour	\$118.00	\$106.50
Technical Analyst	Per hour	\$118.00	\$106.50

Day Rates

The following table contains Versivo’s fully loaded, not to exceed Day Rates by Labor Category. Day Rates are only used when providing onsite services. Day Rates are all inclusive and include travel.

Labor Category	Type	Day Rate	Discounted Day Rate
Project Director	Per day	\$1,852.00	\$1,695.18
Project Manager	Per day	\$1,692.00	\$1,550.78
Technical Architect	Per day	\$1,636.00	\$1,500.24
Senior Business Analyst	Per day	\$1,604.00	\$1,471.36
IT Infrastructure Engineer	Per day	\$1,444.00	\$1,326.96
Developer	Per day	\$1,444.00	\$1,326.96
Business Analyst	Per day	\$1,444.00	\$1,326.96
Technical Analyst	Per day	\$1,444.00	\$1,326.96

Pre-paid Services Program

The following table contains Versivo’s pre-paid services program options. Pricing for this program does not include travel and lodging.

Hours	Program Cost
250	\$28,025.00
1000	\$102,600.00
2000	\$188,100.00

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

ADDITIONAL TERMS AND CONDITIONS

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8. 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.

9. 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.

10. 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.

11. 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.

12. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15733-ONBASE on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

13. REQUIREMENTS

The primary purpose of this contract is for vendor(s) to provide OnBase Implementation Partners services.

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.

14. 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.

15. 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.

16. 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.

17. 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>.