



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

April 22, 2015

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

FROM: SHANNON WROBEL  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4537

SUBJECT: **AWARD NOTICE Addendum #3, effective January 29, 2018**  
**CONTRACT NO. GSS15739-PROJECT\_MGMT**  
**TEMPORARY PROJECT REPRESENTATIVE AND ASSOCIATED**  
**ADMINISTRATIVE SUPPORT SERVICES**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. OPPORTUNITY USE CONTRACT**

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This is not a mandatory use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to 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 two (2) year contract term from period from May 1, 2015 to April 30, 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.

Addendum #1 extends contract for a one year period through April 30, 2018.

**Addendum #2 extends contract for a one year period through April 30, 2019 with Synerfac.**

### **3. VENDORS**

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<del>GENCO Systems Inc.</del> <del>13800 Coppermine Rd, Suite 300</del> <del>Herndon, VA 20171</del> <del>FSF # 0000249853</del>  Anil Kumar <a href="mailto:Anil.kumar@gencosystems.com">Anil.kumar@gencosystems.com</a> P: 703-234-5261 F: 703-234-1211 <a href="http://www.gencosystems.com">www.gencosystems.com</a>	Synerfac Inc. 2 Reads Way, Suite 209 New Castle, DE 19720 FSF # 0000026475  Gregory W. Porter <a href="mailto:gporter@synerfac.com">gporter@synerfac.com</a> P: 302-324-9400 F: 302-324-9404 <a href="http://www.synerfac.com">www.synerfac.com</a>
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**Addendum #2 removes GENCO Systems effective April 30, 2018.**

### **4. FULFILLMENT TIMING**

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The successful vendor in each category will be given a reasonable time as determined by the agency to fill a job order from the date of its placement. In the event that the successful vendor cannot fill the job order within a reasonable time as determined by the requesting agency, the requesting agency reserves the right to cancel the order and place it with another vendor. It is the State's intention, in all cases where possible and regardless of the size of the order, to provide timely and reasonable notice to the vendor concerning orders placed with them.

In an emergency situation where the requirement to fill a job is less than the normal response time and the successful vendor cannot fill the order, the requesting agency can cancel the order and place it with another vendor.

Reasonable shall be determined by the Agency at the time of assignment but at no times shall ability to provide staff exceed seven (7) to ten (10) business days.

## 5. **PRICING**

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### **GENCO Systems Inc.**

CLASSIFICATION	HOURLY PAY RATE FROM	HOURLY BILL RATE TO	PERCENT MARK-UP
Construction Project Manager	\$55.00	\$75.00	8%
Architect	\$58.00	\$75.00	8%
Building Support Systems Engineer	\$58.00	\$75.00	8%
Environmental Health Specialist	\$60.00	\$75.00	8%

ACA Safe Harbor Additional Fee	\$1.44 hour-
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### **Synerfac Inc.**

CLASSIFICATION	HOURLY PAY RATE FROM	HOURLY BILL RATE TO	PERCENT MARK-UP
Construction Project Manager	\$25-\$30 hour	\$41.25-\$49.50 hour	1.65%
Architect	\$30-\$35 hour	\$49.50-\$57.75 hour	1.65%
Building Support Systems Engineer	\$25-\$30 hour	\$41.25-\$49.50 hour	1.65%
Environmental Health Specialist	\$25-\$28 hour	\$41.25-\$46.20 hour	1.65%
Real Property Administrator	\$25-\$35 hour	\$41.25-\$57.75 hour	1.65%

ACA Safe Harbor Additional Fee		
Classification	Pay Range	Hourly ACA Fee
1	\$10 to \$11.99 hour	\$0.44 hour
2	\$12 to \$13.99 hour	\$0.28 hour
3	\$14 to \$15.49 hour	\$0.12 hour
4	\$15.50 and up	\$0.00 hour

Addendum #2 removes GENCO Systems effective April 30, 2018.

**Addendum #3 adds a Real Property Administrator position effective January 29, 2018.**

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

## **ADDITIONAL TERMS AND CONDITIONS**

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### **6. 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.

### **7. 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.

### **8. 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.

### **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 that are part of the First State Financial (FSF) system are required to identify the contract number GSS15739-PROJECT\_MGMT 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**

The primary purpose of this contract is for vendor(s) to provide temporary project representatives and associated administrative support 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.

## **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>.

## **16. SKILLS AND BACKGROUND CHECK REQUIREMENTS**

The vendor is responsible to assure only qualified personnel are utilized, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks including criminal background checks on all applicants prior to filling any State of Delaware position. All costs associated with skills and background verification is to be paid by the vendor.

The contractor must obtain a criminal background check from the Delaware State Police - SBI of any current, new employees, company officials and any other persons requiring access to the State buildings covered under this contract for the purpose of conducting business on behalf of the selected Vendor, at the selected Vendor expense.

All potential selected Vendor staff is required to be fingerprinted and from this a criminal history record is obtained. Fingerprinting is available at the location below or any Delaware State Police Troop.

Division of State Police  
Bureau of Identification  
Detective Licensing  
655 Bay Road  
Dover, DE 19901  
Phone: (302) 739-5871

\*The building is located in the Blue Hen Mall and Corporate Center; Suite 1B.

Capitol Police will evaluate the criminal history report to determine whether the potential selected Vendor's staff possesses an appropriate background for this contract, then notify Facilities Management of acceptable and unacceptable persons. The Director of Facilities Management will notify the selected Vendor, in writing, of those persons acceptable and unacceptable for use on this contract. The processing time for security clearance information and proper written notification from the Director's office to the contractor is a maximum of fifteen (15) working days. The selected Vendor should operate with a sufficient listing of cleared personnel, so that there will not be any shortages.

Any new Vendor staff must go through the above listed process before starting work. Personnel not properly cleared will not be allowed in the building.

The State reserves the right to reject any potential Vendor staff member for assignment based on the background check.

## **17. STATE EMPLOYMENT OF TEMPORARY PERSONNEL**

Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

## **18. LEGAL AND PROFESSIONAL CONDUCT**

Vendor's staff will conduct themselves in a professional manner. Individual temporary employment candidates, based on position, may be subject to criminal checks, fingerprinting, and background checks upon whose results the State may choose to base its decision to accept an individual for an assignment. These services are the duty of the vendor and will be performed free of charge.

**19. OTHER CONTRACT SPECIFIC TERMS AND CONDITIONS**

For all other contract specific terms and conditions, including a description of the positions anticipated by state agencies at the time of bid, please refer to the original bid solicitation, referencing the Scope of Services, beginning on page 1.