



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 7, 2018

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**
CONTRACT NO. GSS18829-SCHOOLPLAN
Development of Web-Based Planning Tool to Facilitate Comp. School Safety
Plans

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KEY CONTRACT INFORMATION

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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. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the mandatory use requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

Purchases by private schools are not party to the pending agreement resultant of this solicitation. However, vendors are encouraged to make available similar terms and pricing opportunities to private schools as separate contracts between the vendor and the private school. The State is not and shall not be considered as a party to any such contract between a private school and the successful vendor.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a three (3) year period from September 14, 2018 through September 13, 2021. Each contract may be renewed for four (4) 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. VENDOR

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SafePlans LLC
3519 US Alternate 19
Palm Harbor, FL 34683
POC: Rod Russell
PH: 866-210-7233, ext. 206
EM: rod@safeplans.com
FSF: 0000174274

4. PRICING

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- Implementation Cost (Year One, One-Time Cost): \$155,000.00 includes a review and update of the current system.
- Support and Maintenance (Year One, Annual Cost): \$20,000.00
- Support and Maintenance (Year Two & Year Three, Annual Cost): \$30,000.00
- Licensing: (Year One, Annual Cost): \$35,000.00
- Licensing: (Year Two & Year Three, Annual Cost): \$30,000.00

Other Optional Services:

- SAFE Reports: (Year One, Implementation & Annual Cost): \$20,000.00
- SAFE Reports: (Year Two & Year Three, Annual Cost): \$25,000.00
- SAFE Alerts: (Year One, Implementation & Annual Cost): \$30,000.00
- SAFE Alerts: (Year Two & Year Three, Annual Cost): \$15,000.00
- Site Mapping, Elementary School: \$3,000.00
- Site Mapping, Middle School: \$3,750.00
- Site Mapping, High School: \$4,500.00
- Site Mapping, Administration Building: \$3,000.00

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

ADDITIONAL TERMS AND CONDITIONS

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5. 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.

6. 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.

7. 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.

8. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18829-SCHOOLPLAN on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

9. EXPECTATIONS

The solution architecture must include the following:

1. The solution shall be cloud /web-based.
2. The solution shall have the capability to provide unlimited hosting and technical support for Users statewide.
3. The solution shall have the capability for users to access to system via computer and all mobile devices.
4. The solution shall provide an interactive plan format which provides review and update of processes by section to customize for individual school procedures/policies, while maintaining the standardized plan format structure.
5. The solution shall provide a reporting suite that contains tools that include system driven assessment, drills, and training. The assessment tools module shall include planning surveys, hazards, classroom safety, evacuation routes, and an annual emergency review, along with current floor plans for all buildings on school property.
6. The solution shall have the optional capability to provide mapping through GIS and shall be ESRI compliant.
7. The solution shall be permission based with an access and functional hierarchy of State, District, and individual school(s).
8. The solution shall have the capability to provide contact lists, individual school floor plans, and aerial photos that are linked to state and local first responders.
9. The solution shall have the capability to house and print various customized reports in PDF format.
10. The solution shall have the capability to track data for special needs students.
11. The solution shall record and document drills and table-top exercises.
12. The successful contractor shall facilitate a plan review, provide gap analysis and update the plan format every two years, or as requested by the customer.
13. The successful contractor shall have the capability to provide state-wide system training to all schools in Delaware so users are functionally sufficient with the solution. This training shall include at a minimum nine (9) instructor-led training sessions (three in each county), and four live webinars. Additionally, the contractor shall provide hands-on training for all major and/or upgrade changes to the solution.
14. The successful contractor must provide company credentials of school safety certification/accreditation as part of the proposal.
15. The solution shall include an ICS/NIMS online education module for District and school staff Crisis Action Teams.

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.

10. 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.

11. 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.

12. 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.

13. 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>.