



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 30, 2020

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

FROM: PETER KOROLYK
DEPUTY DIRECTOR
302-857-4503

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS20877-PROCURE_SVCS
PROCUREMENT ACQUISITION SUPPORT SERVICES

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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. OPPORTUNITY USE CONTRACT

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- a. This is not a mandatory use contract under **Title 29, Chapter 6911(d) Delaware Code**.
- b. Under 29 Del. C. §6904 (e), 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.
- c. Under Title 29 Del C. §6987, the State of Delaware has authorized Government Support services, with written approval by the Director, to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of professional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- d. A competitive bid and selection process was conducted by the State of Hawaii (Lead State) in conjunction with NASPO ValuePoint (NVP) to establish a contract(s) for Procurement Acquisition Support Services (PASS), identified as Master Agreement #19-19-09.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid through to June 5, 2021. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and NASPO ValuePoint (NVP), with the State of Hawaii serving as the lead state. Government Support Services may choose to extend if the NVP contract is extended. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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GSS20877-PROCURE_SVCSV01

Mathtech, Inc.

2465 Kuser Road, Suite 200

Hamilton, NJ 08690

www.mathtechinc.com

Frank Nestore

Phone - 609-689-8521

Fax - 609-689-8505

fnestore@mathtechinc.com

FSF #0000149053

4. PRICING

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Please refer to the Mathtech contract as posted on the NVP site for pricing for each category of available services.

PROCUREMENT ACQUISITION SUPPORT SERVICES

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

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. 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.

8. 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.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS20877-PROCURE_SVCS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. REQUIREMENTS

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

Award Notice

Contract No. GSS20877-PROCURE_SVCS

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.

11. 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.

12. 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.

13. 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.

14. 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>.

15. SCOPE OF SERVICES

Prior to the commencement of any work by Mathtech, Inc., an authorized Agency eligible to utilize the contract, and Mathtech, Inc. shall establish and agree to a Scope of Work (SOW) for services to be rendered.

The SOW shall identify the following characteristics, including but not limited to:

1. What services are to be provided,
2. Number and type of personnel to be utilized from the Contractor, including
 - a. Personnel classification(s) (job titles, i.e. Program Director, Program Manager),
 - b. Hourly rate to be charged,
 - c. Maximum hours authorized for any deliverable and/or Phase of the project, and
 - d. The anticipated timing of completion of the deliverable.
3. Identification of Primary Mathtech Point of Contact (POC), and alternative POC, if Primary POC is unavailable.
4. Deliver a clear and unambiguous status of project and delivery of progress reports to the Agency POC by Mathtech.
 - a. The Agency and the Vendor shall agree to the frequency and timing of the delivery of all status reports.
 - b. Depending on the services to be provided, there may be two reports
 - i. The project that Mathtech is providing PASS assistance and/or
 - ii. For Mathtech's SOW deliverable.
 - c. Status should include:
 - i. % to completion, or
 - ii. Status to timed deliverable,
 - iii. Anticipated deficiencies and where attributable, in completing review, project and/or deliverable in time, including limitations in hours left for Mathtech to provide remaining services based on original hours estimated.
 - iv. Provide support and/or documentation related to deficiencies if caused, and/or created by a state vendor or supplier or their product, so the Agency may cure inoperable products or delays in their implementation plan(s).

NOTE: Delays and/or obstacles should be identified and/or warned against prior to becoming an emergency for the Agency.

5. Mathtech shall identify their intended frequency and timing of invoice(s) to the Agency. All invoices shall have sufficient support/documentation to justify hours billed.
6. The Agency and Vendor shall identify what state agency office space will be made accessible to the Vendor, if any, and available of resources necessary for completion of services (i.e. phone, fax, etc.)
7. Should Mathtech require any additional or optional software to complete services, Mathtech shall provide. If any additional software or resources are to be delivered to the state for continued utilization, post project completion and the cost is attributable to the project, the Vendor shall notify and receive acceptance of costs by the Agency, prior to procurement of additional resources.