



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 29, 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 – ADDENDUM #1** (Effective December 1, 2018)
CONTRACT NO. GSA17054-ITPPM_SOL
IT PROJECT PORTFOLIO MANAGEMENT SOLUTION

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KEY CONTRACT INFORMATION

1. GSA CONTRACT

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REF: Title 29, Chapter 6988 Delaware Code. The Director may enter into negotiations with various manufacturers or distributors and award contracts which will enable agencies and local governments to purchase professional services at prices approved by the General Services Administration of the United States government or its successor.

This contract is available for DTI use only and has been negotiated specific to Planview.

2. CONTRACT PERIOD

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Contract shall be valid from the date of contract execution by both parties through November 30, 2018. The State reserves the right to extend this contract annually, concurrent with the GSA Contract.

Addendum #1 extends the contract one year, through November 30, 2019 with new pricing.

3. VENDORS

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GSA17054-ITPPM_SOL
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McClean, VA 22102
POC: Abigail Boepple
PH: 703-663-1146
EM: Abigail_Boepple@immixgroup.com
FSF: 0000031684

4. PRICING

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Contact Contract Officer for pricing.

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

For each P.O. issued as part of this contract, the State will pay Contractor monthly, within thirty (30) days of receipt of the Contractor's billing. Products, including software maintenance as a product, shall be billed and payable at the time of purchase in accordance with the GSA Contract. Firm-fixed price, time-and-materials, and labor-hour orders shall be billed and payable in accordance with the GSA Contract.

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

Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the Contractor directly for all required resources. All consumables delivered by the Contractor and received by a State agency or other governmental entity, become property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSA17054-ITPPM_SOL 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

For a complete list of contract specifications please refer to the fully executed contract.

11. NON-PERFORMANCE

Non-performance language replaced by Remedies (page ST-431) of the GSA contract, to include the Planview SaaS Service Availability Target.

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>.