



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 19, 2019

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

FROM: PETER KOROLYK
DEPUTY DIRECTOR
302-857-4500

SUBJECT: **AWARD NOTICE - CONTRACT NO. GSA19062-EAGENT**
eAgent Solution and Support
Effective March 19, 2019

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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

Under Title 29 Section 6988, the State of Delaware is authorized to 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.

1. NON-MANDATORY USE CONTRACT

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This is not a mandatory use contract under Title 29, Chapter 6911(d) Delaware Code.

This contract is only for use by the Department of Safety and Homeland Security, or with permission granted by DSHS. No other agencies shall have access to the vendor's services as provided through this contract. Should any other entity within state government have an interest in accessing similar services, the entity must first contact Government Support Services before engaging the vendor directly.

2. CONTRACT PERIOD

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This contract shall have an available utilization period, from the date of contract execution by both parties, until the expiration on May 14, 2024. There may be potential optional extension period(s) if so authorized by the General Services Administration (GSA), and then as mutually agreed by the parties. Extension negotiations may be initiated no later than ninety (90) days prior to the termination of the current agreement, contingent on successful extension of GSA Master Contract. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

The initial utilization term and the delivery of services and support shall be limited by the project Scope of Work (SOW) between the Department of Safety and Homeland Security and the Vendor. Further, SOW utilization (contract) periods may extend up until the GSA contract expiration date, unless extended by GSA and then agreed to between the parties.

3. VENDORS

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Diverse Computing, Inc.
GSA19062-EAGENT (GSA Contract No. GS-35F-359BA)
3717 Apalachee Pkwy, Suite 102
Tallahassee, FL 32311-3116
POC: Danny Percy
CoFounder

PH: 850-656-3333, Ext. 252
EM: dpercy@diversecomputing.com
FSF: 0000032977

4. SHIPPING TERMS

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

5. PRICING

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Prices will be contingent on the Scope of Work as agreed to between the parties.

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. 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 GSA19062-EAGENT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

9. REQUIREMENTS

Deliverable contract specifications are identified in the Scope of Work as managed by the Department of State. Any contract specific questions should be directed to Government Support Services.

10. POTENTIAL CONTRACT OVERLAP

Contractors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

11. NON-PERFORMANCE

In the event the Contractor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the 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, subject to the Limitation of Liability provisions Terms and Conditions of this Agreement and inclusion of the associated Client Relationship Agreement (CRA).

Award Notice

Contract No. **GSA19062-EAGENT**

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 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>.