



STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
DIVISION OF BUDGET DEVELOPMENT, PLANNING AND ADMINISTRATION

March 8, 2018

ISSUED BY: COURTNEY MCCARTY  
STATE CONTRACT PROCUREMENT SUPERVISOR, GSS  
302-857-4557

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. OMB18121-SWCAP**  
**STATEWIDE COST ALLOCATION PLAN (SWCAP) AND DEPARTMENT**  
**INDIRECT RATE COST ALLOCATION PLANS**

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## KEY CONTRACT INFORMATION

### 1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a five (5) year period from April 19, 2018 through April 18, 2023. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Office of Management and Budget. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### 2. VENDORS

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OMB18121-SWCAP  
**MAXIMUS Consulting Services, Inc.**  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236  
POC: Nelson Clugston  
PH: 804-823-8131  
EM: [nelsonclugston@maximus.com](mailto:nelsonclugston@maximus.com)  
FSF: 0000171293

### 3. PRICING

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Prices will remain firm for the term of the initial contract. Execution of the optional extension years is subject to mutual agreement under the same terms, conditions and pricing.

Description	Cost
Statewide Indirect Cost Allocation Plan (SWCAP) and Negotiation of Fixed Costs and Rates	\$29,000.00
Section II Rates for Auditor and Personnel	\$5,000.00
Section II Reporting – Balance Sheets, Income Statements, A-87 Cash Balance	\$8,000.00
Department of Labor Indirect Cost Plan	\$7,200.00
Department of Health & Social Services Indirect Cost Plan	\$13,000.00
Department of Natural Resources & Environmental Control Indirect Cost Plan	\$12,500.00
<b>a.</b> DNREC Superfund Project Rates	\$6,500.00
<b>b.</b> DNREC Fish and Wildlife Plan	\$4,000.00
Department of Children, Youth, and Their Families Indirect Cost Plan	\$10,000.00
Department of Agriculture Indirect Cost Plan	\$5,400.00
Department of Education	\$7,000.00
Department of Justice, Family Court Indirect Cost Plan	\$24,000.00
<b>a.</b> Update to indirect cost plan and rate proposal and Administrative Office of the Courts	
Department of Justice	\$9,000.00
Department of Safety and Homeland Security	\$5,500.00

- a) Upon submission of a final draft (as defined in II.E.b. of the RFP) for any one plan, the awarded contractor shall submit invoicing for 80% of the flat cost of that plan.
- b) Upon federal negotiated approval of any one plan, the awarded contractor shall submit invoicing for the remaining 20% of the flat cost of that plan.

## ADDITIONAL TERMS AND CONDITIONS

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### 4. 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.

### 5. 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.

### 6. 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.

### 7. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number OMB18121-SWCAP on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### 8. REQUIREMENTS

The SWCAP covering the period July 1, 2017 through June 30, 2018 must be completed by December 31, 2018.

- a) Initial plan drafts must be submitted by the contractor to Delaware's Office of Management and Budget no later than November 30, 2018.
- b) Final plan drafts are to be submitted by the contractor so as to facilitate review and approval by Delaware's Office of Management and Budget no later than December 31, 2018.
- c) Plans will be considered complete upon federal agency approval.
- d) Deadlines for initial and final plan drafts for subsequent periods, including those periods affected by contract extensions, will continue to be December 1 and December 31 per the requirements identified in **II.E. a and b.** of RFP.

## 9. 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.

## 10. 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.

## 11. 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.

## 12. 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>.