

STATE OF DELAWARE
Department of State
Public Service Commission

July 1, 2019

ISSUED BY: Matthew Hartigan
Deputy Director
(302) 736-7532

SUBJECT: **AWARD NOTICE**
STA190001PSCEFILEMAINT
PSC E-filing Maintenance Contract

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a two year period beginning July 1, 2019 and ending July 1, 2021. Each contract may be renewed for two one (1) year periods through negotiation between the contractor and the Delaware Public Service Commission. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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Vendor Name: iTek Solutions, Inc Address: 769 Basque Way, Suite 1000, Carson City, NV 89706 Primary Contact Name: Ajay Hatkar Phone☎(775) 283-8525 Email:ahatkar@itek.com FSF Number:	Vendor Name: Address: Primary Contact Name: Phone: Email: FSF Number:
Vendor Name: Address: Primary Contact Name: Phone: Email: FSF Number:	Vendor Name: Address: Primary Contact Name: Phone: Email: FSF Number:

Format of above table may be adjusted based on number of vendors awarded

3. SHIPPING TERMS

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

4. DELIVERY AND PICKUP

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<Insert requirements>

5. PRICING

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Prices will remain firm for the term of the contract year.
Year 1: \$128, 617.00; Year 2: \$141, 478.00

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. 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.

8. 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 the Delaware Public Service Commission to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. 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.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number STA19001PSCEFILEMAINT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

Please see attached Appendix A

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.

12. 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.

13. 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.

14. 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.

15. 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>.

16. If required, identify additional key items and conditions – or – delete this line entry

Note to Agency: If any of the language in this template conflicts with the language in the contract, the language in this template may be edited as required.

Appendix A

Professional Services Agreement

For

Utility Case E-Filing Maintenance

Contract No. STA190001PSCEFILEMAINT

Statement of Work

To Agreement Between

The Delaware Public Service Commission ("DPSC") and iTek Solutions, Inc. ("Vendor")

All terms used in this Appendix shall have the same meaning as defined in the Agreement. The project schedule shall cover the time period between July 1, 2019 and June 30, 2021.

1. Production support
 - a. Vendor shall provide network and server performance to ensure 24/7/365 system availability.
 - b. Vendor shall provide a software platform for DPSC staff to report production problems.
 - c. Vendor shall resolve system bugs within 24 hours of notice.
 - d. If bugs cannot be resolved within 24 hours, Vendor shall provide DPSC Contact an e-mail or voicemail update regarding the status and estimated resolution time.
 - e. Vendor shall provide a test environment for DPSC staff to test production bug fixes and new enhancements.
 - f. Vendor shall provide a telephone number for support to be used at the discretion of the DPSC Contact.
 - g. The Vendor shall be available to meet (via telephone or in-person) with DPSC staff within 48 hours if requested by the DPSC Contact.

2. Maintenance
 - a. Vendor shall provide most recent software patches available for any and all software provided under this Agreement.
 - b. Vendor shall provide DPSC Contact a minimum of 24 hours' notice of any maintenance that will require system downtime.
 - c. Any system maintenance that will require system downtime should be done after normal working hours (i.e. outside of 8am-5pm).

3. Minor system upgrades
 - a. DPSC will provide Vendor detailed business rules and/or process flows for minor system upgrades.
 - b. Vendor will provide a price to the DPSC Contact for the upgrades.