



STATE OF DELAWARE
DEPARTMENT OF CORRECTION

July 1, 2018

ISSUED BY: CRAIG FETZER
PURCHASING SERVICES ADMINISTRATOR
302-857-5412

SUBJECT: **AWARD NOTICE**
CONTRACT NO. DOC15001-INMT_PBLC
Inmate and Public Coin Telephone Services

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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The successful Offeror's contract shall be valid through June 30, 2018. Each contract may be renewed for two (2) additional one-year periods at the Department's discretion through negotiation between the Contractor and the Department prior to the termination of the current agreement.

Addendum 2 extends this contract for an additional one (1) year through June 30, 2019 and also transfers contract ownership to the Department of Correction. The extension is solely applicable to provide inmate telephone services. Public coin telephone services are discontinued.

2. VENDORS

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Global Tel*Link
GTL
1021 Sunset Hills Road
Suite 100
Reston, VA 20190
(251)338-8875
Website: www.gtl.net

3. SHIPPING TERMS

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

4. PRICING

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Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary.

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

Payment to Successful Offeror resulting from this RFP shall be payable by the actual users of the services including but not limited to prisoners in the custody of the State of Delaware Department of Correction or visitors to any of the Correctional facilities in the State as indicated in this RFP. In no event shall the contract resulting from this RFP constitute or create an obligation, either general or special, debt, liability, or moral obligation of the State of Delaware, or any municipality, political subdivision, or governmental unit thereof or constitute or give rise to a pecuniary liability of the State of Delaware, or any municipality, political subdivision, or governmental unit thereof nor shall the general credit or taxing power of the State of Delaware, or any municipality, political subdivision, or governmental unit be pledged therefore.

7. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the State to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the State exists. Also, Contract modifications may result from technological enhancements, manufacturer discontinuance or obsolescence. If an item meets or exceeds original specifications and the price is equal to or less than the original bid pricing, the Contractor may request, in writing, a change to the contract.

In all cases, the State may require the submission of written specifications and/or product samples for 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 this may be accomplished by telephone, fax or email system message.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOC15001-INMT_PBLIC on all Purchase Orders and shall complete the same when entering information in the state's financial reporting system.

10. REQUIREMENTS

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.

It shall be the duty of the Contractor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Contractor's agreement shall not limit or modify liability for information security breaches, and Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Contractor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Contractor.

12. NON-PERFORMANCE

In the event the Contractor does not fulfill its obligations under the terms and conditions of this contract the State may purchase equivalent product or services on the open market. Any difference in cost between the contract prices herein and the price of open market products or services shall be the responsibility of the Contractor. Under no circumstances shall monies be due the Contractor in the event that open market products or services can be obtained below the contract prices.

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 State 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.