

June 29, 2006

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

FROM: RONALD W. HILL
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4554

SUBJECT: **AWARD NOTICE #2 Effective January 30, 2009**
CONTRACT NO. 06-450-RH
AUDIO, VIDEO, WEB CONFERENCING SERVICES AND EQUIPMENT

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (1) year period from July 1, 2006Insert beginning date through June 30, 2009. Each contract may be renewed for two (2) additional one year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

VSGi
Mark Leibowitz, Account Executive
973.872.6777
mleibowitz@vsgj.com
66 Casties Drive
Wayne Pa. 07470

Spondulinx LLC
Peter Zwarg
303.703.0022
sales@spondulinx.com
P.O. 1112
Littleton Co. 80160

The Conference Group
Greg Plum
greg.plum@conferencegroup.com
877.716.8255, ext.8268
254 Chapman Road
Topkis Bldg., Suite 200
Newark, DE 19702

SPL Integrated Solutions, Inc.
Michael Hughes
840 First Avenue
King of Prussia, PA 19406
Direct: 610-270-1612
Cell: 610-405-0403
MHughes@splis.com

Award Notice
Contract No.: 06-450-RH

3. VENDORS: (continued):

AT&T
Rich Montgomery
Technical Marketing
Sr. Channel Manager – Video Applications
610.687.7091
rmontgomery@att.com
60 West Ave.
Wayne, Pa. 19087

SKC Communications Products Inc.
Darin Jupe, Account Manager
913.543.7271
8320 Hedge Lane Terrace
Shawnee Mission, Ks. 66227
Darin.jupe@skccom.com

York Telecom Corporation
Eric Turner, CVE, Account Manager
804.332.0917
eturner@yorktel.com
Richmond, Va.

Mr. James J. Brown, Sr.
RoData Inc.
1207 Muriel Street
Pittsburgh, PA 15203
jjbrown@rodata.com

Mr. Michael T. McKibben
Leader Technologies, Inc.
921 Eastwind Drive
Westerville, OH 39571
mmckibben@leader.com

RoData Inc.
Corporate Headquarters
1601 Mary's Ave. #2G-10
Sharpsburg, PA 15215
Contact: Eric Kipnis, VP Senior Sales Executive
Phone: 888-876-3282 x 3133
Fax: 412-782-7155
ekipnis@rodata.com

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4. SHIPPING TERMS:

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F.O.B. destination.

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:

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.

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:

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.

9. REQUIREMENTS:

Insert Information

10. 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.

11. **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.

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. Contact James Noonan with DTI at 739-9620, or **Noonan James F. (DTI)**, prior to contacting the awarded vendor for quotes or placing orders for equipment or services.
- b. 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.
- c. 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.