



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

June 30, 2010

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

FROM: CARMEN HERRERA  
STATE CONTRACT PROCUREMENT OFFICER  
302-739-9683

SUBJECT: **AWARD NOTICE, ADDENDUM # 8 effective June 30, 2010**  
**CONTRACT NO. GSS07394-NETWORK\_SVCS**  
**NETWORK SERVICES**

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

<b>1. MANDATORY USE CONTRACT:</b> .....	<b>2</b>
<b>2. CONTRACT PERIOD:</b> .....	<b>2</b>
<b>3. VENDORS:</b> .....	<b>2</b>
<b>4. SHIPPING TERMS:</b> .....	<b>3</b>
<b>5. PRICING:</b> .....	<b>3</b>
<b>ADDITIONAL TERMS AND CONDITIONS</b> .....	<b>11</b>

**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT:**

[\(Return to Table of Contents\)](#)

**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:**

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid until April 30, 2011.

**3. VENDORS:**

[\(Return to Table of Contents\)](#)

<b>AWARDED VENDORS INFORMATION</b>	
<u>Versalign, Inc.</u> 1719 Delaware Avenue Wilmington, DE 19806 Contact: Marc Greenberg Phone: 302-225-7800 Fax: 302-225-7808 Email: <a href="mailto:mgreenberg@versalign.com">mgreenberg@versalign.com</a>	<u>Send Purchase Orders to:</u>  Same
<u>The Newton Group, Inc.</u> Dba Strategic Products and Services 113 Gibraltar Road Horsham, PA 19044 Contact: Brian Pollard Phone: 973-359-8512 Fax: 1-973-944-5888 Email: <a href="mailto:bpollard@spscom.com">bpollard@spscom.com</a>	<u>Send Purchase Orders to:</u>  Same

<p><u>Dorset Professional Services, Inc.</u>          dba Dorset Connects          6 Station Way Road          Chadds Ford, PA 19317          Contact: Jeffrey Rosenberg          Phone: 484-845-1600 ext 315          Fax: 484-845-1604          Email: <a href="mailto:Jeffrey.Rosenberg@DorsetConnects.com">Jeffrey.Rosenberg@DorsetConnects.com</a></p>	<p><u>Send Purchase Orders to:</u>           Dorset Connects          6 Station Way Road          Chadds Ford, PA 19317          Contact: Susan Hazel – Accounting          Email: <a href="mailto:Susan.Hazel@DorsetConnects.com">Susan.Hazel@DorsetConnects.com</a></p>
<p><u>MTM Technologies, Inc.</u>          590 Century Blvd.          Wilmington, DE 19808          Contact: Richard Roux          Phone: 302-633-9800          Fax: 302-633-9819          Email: <a href="mailto:rroux@mtm.com">rroux@mtm.com</a></p>	<p><u>Send Purchase Orders to:</u>           Same</p>
<p>Brandywine Technology          1521 Concord Pike, Suite 301          Wilmington, DE 19803          Contact Person: Tom Saville          Phone: 302.656.6100          Fax: 302.656.9100          Email: <a href="mailto:tsaville@BrandywineTechnology.com">tsaville@BrandywineTechnology.com</a></p>	

**4. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

F.O.B. destination. Freight pre-paid.

**5. PRICING:**

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year.

<b>VERSALIGN, INC.</b>				
<b>Item</b>	<b>Job Skill</b>	<b>Skill Level</b>	<b>Hourly Bill Rate</b>	<b>Daily Bill RATE Based on 7.5 hrs.</b>
1 a	<b>On-Site Support</b>	Network Technician	\$ 45.00	\$ 337.50
1 b		Network Engineer	\$ 69.00	\$ 517.50
1 c		Enterprise Engineer	\$ 89.00	\$ 667.50
1 d		Security Engineer	\$ 110.00	\$ 825.00
2	<b>Project Manager</b>	Level 1	\$ 57.00	\$ 427.50
		Level 2	\$ 74.00	\$ 555.00
		Level 3	\$ 90.00	\$ 675.00
3	<b>Network Server Engineer</b>	Level 1	\$ 65.00	\$ 487.50

Award Notice  
 Contract No.: Date

		Level 2	\$ 83.00	\$ 622.50
		Level 3	\$ 93.00	\$ 697.50
4	<b>Business Analyst</b>	Level 1	\$ 50.00	\$ 375.00
		Level 2	\$ 65.00	\$ 487.50
		Level 3	\$ 76.00	\$ 570.00
5	<b>Network Application Systems Analyst</b>	Level 1	\$ 55.00	\$ 412.50
		Level 2	\$ 68.00	\$ 510.00
		Level 3	\$ 75.00	\$ 562.50
6	<b>Network Device Systems Analyst</b>	Level 1	\$ 50.00	\$ 375.00
		Level 2	\$ 61.00	\$ 457.50
		Level 3	\$ 70.00	\$ 525.00
7	<b>Network Consultant</b>	Level 1	\$ 60.00	\$ 450.00
		Level 2	\$ 80.00	\$ 600.00
		Level 3	\$ 90.00	\$ 675.00
8	<b>Database Design Analyst</b>	Level 1	\$ 65.00	\$ 487.50
		Level 2	\$ 76.00	\$ 570.00
		Level 3	\$ 83.00	\$ 622.50
9	<b>Network Systems Programmer</b>	Level 1	\$ 49.00	\$ 367.50
		Level 2	\$ 60.00	\$ 450.00
		Level 3	\$ 73.00	\$ 547.50
10	<b>Technical Writer</b>	Level 1	\$ 43.00	\$ 322.50
		Level 2	\$ 53.00	\$ 397.50
		Level 3	\$ 65.00	\$ 487.50
11	<b>Network Administrator</b>	Level 1	\$ 50.00	\$ 375.00
		Level 2	\$ 58.00	\$ 435.00
		Level 3	\$ 65.00	\$ 487.50

**Remote Telephone Support Pricing**

		<b>Monthly Pricing Per Server</b>					
		<b>1-4 Servers</b>	<b>5-10 Servers</b>	<b>11-25 Servers</b>	<b>26-50 Servers</b>	<b>51-100 Servers</b>	<b>101+ Servers</b>
<b>Remote</b>	<b>5 days x 10hrs/day</b>	\$ 100.00	\$ 91.88	\$ 83.75	\$ 75.63	\$ 67.50	\$ 55.00
<b>Telephone Support</b>	<b>7 days x 24hrs/day</b>	\$ 150.00	\$ 137.50	\$ 125.00	\$ 112.50	\$ 100.00	\$ 87.50
	<b>Other</b>	N/A	N/A	N/A	N/A	N/A	N/A

**HOSTING SUPPORT AND PRICING**

<b>Level of Service</b>	<b>Monthly Cost per server / per gb</b>	<b>Annual Cost per server / per job</b>
<b>Basic</b> - floor space, power, physical security	<b>\$ 10.95</b>	<b>\$ 131.40</b>
<b>Intermediate</b> - In addition to basic, includes system administration, back-up's & recovery	<b>\$ 199.00</b>	<b>\$ 2,388.00</b>
<b>Advanced</b> - In addition to basic and inter., includes fully managed solutions with application support.	<b>\$ 199.00</b>	<b>\$ 2,388.00</b>

STRATEGIC PRODUCTS AND SERVICES				
Item	Job Skill	Skill Level	Hourly Bill Rate	Daily Bill RATE Based on 7.5 hrs.
1 a	<b>On-Site Support</b>	Network Technician	\$ 85.00	\$ 637.50
1 b	<b>All Project Related</b>	Network Engineer	\$ 120.00	\$ 900.00
1 c	<b>Activity</b>	Enterprise Engineer	\$ 137.50	\$ 1,025.00
1 d		Security Engineer	\$ 165.00	\$ 1,237.50
2	<b>Project Manager</b>	Level 1	\$ 94.00	\$ 700.00
		Level 2	\$ 120.00	\$ 900.00
		Level 3	\$ 137.50	\$ 1025.00
3	<b>Network Server Engineer - REMOTE</b>	Level 1	\$ 70.00	\$ 500.00
		Level 2	\$ 95.00	\$ 700.00
		Level 3	\$ 120.00	\$ 900.00
4	<b>Business Analyst REMOTE</b>	Level 1	\$ 94.00	\$ 700.00
		Level 2	\$ 120.00	\$ 900.00
		Level 3	\$ 137.50	\$ 1,025.00
5	<b>Network Application Systems Analyst REMOTE</b>	Level 1	\$ 70.00	\$ 500.00
		Level 2	\$ 95.00	\$ 700.00
		Level 3	\$ 120.00	\$ 900.00
6	<b>Network Device Systems Analyst REMOTE</b>	Level 1	\$ 70.00	\$ 500.00
		Level 2	\$ 95.00	\$ 700.00
		Level 3	\$ 120.00	\$ 900.00
7	<b>Network Consultant REMOTE</b>	Level 1	\$ 94.00	\$ 700.00
		Level 2	\$ 112.50	\$ 840.00
		Level 3	\$ 137.50	\$ 1,025.00
8	<b>Database Design Analyst</b>	Level 1	\$ 90.00	\$ 650.00
		Level 2	\$ 105.00	\$ 750.00
		Level 3	\$ 130.00	\$ 950.00
9	<b>Network Systems Programmer REMOTE</b>	Level 1	\$ 94.00	\$ 700.00
		Level 2	\$ 120.00	\$ 900.00
		Level 3	\$ 137.50	\$ 1,025.00
10	<b>Technical Writer REMOTE</b>	Level 1	\$ 65.00	\$ 487.50
		Level 2	\$ 95.00	\$ 712.50
		Level 3	\$ 125.00	\$ 900.00
11	<b>Network Administrator REMOTE</b>	Level 1	\$ 94.00	\$ 700.00
		Level 2	\$ 120.00	\$ 840.00
		Level 3	\$ 137.50	\$ 1,025.00
	<b>NOTE: All after hours and weekend services invoiced at 1.5X rate.</b>			

Remote Telephone Support Pricing

		Monthly Pricing Per Server					
		1-4 Servers	5-10 Servers	11-25 Servers	26-50 Servers	51-100 Servers	101+ Servers

Award Notice  
 Contract No.: Date

<b>Remote</b>	<b>5 days x 10hrs/day</b>	\$ 425.00	\$ 415.00	\$ 395.00	\$ 345.00	\$ 295.00	N/A
<b>Telephone</b>	<b>7 days x 24hrs/day</b>	\$ 585.00	\$ 560.00	\$ 530.00	\$ 490.00	\$ 425.00	N/A
<b>Support</b>	<b>Other</b>	N/A	N/A	N/A	N/A	N/A	N/A

**HOSTING SUPPORT AND PRICING**

<b>Level of Service</b>	<b>Monthly Cost per server / per gb</b>	<b>Annual Cost per server / per gb</b>
<b>Basic</b> - floor space, power, physical security	<b>\$ 450.00/server</b>	<b>\$ 5,400.00/server</b>
<b>Intermediate</b> - In addition to basic, includes system administration, back-up's & recovery	<b>\$ 850.00/server</b>	<b>\$ 10,200.00/server</b>
<b>Advanced</b> - In addition to basic and inter., includes fully managed solutions with application support.	<b>\$ 1,250.00/server</b>	<b>\$ 15,000.00/server</b>

**MTM**

<b>Item</b>	<b>Job Skill</b>	<b>Skill Level</b>	<b>Hourly Bill Rate</b>	<b>Daily Bill RATE Based on 7.5 hrs.</b>
1 a	<b>On-Site Support</b>	Network Technician	\$ 85.00	\$ 637.50
1 b		Network Engineer	\$ 95.00	\$ 712.50
1 c		Enterprise Engineer	\$ 115.00	\$ 862.50
1 d		Security Engineer	\$ 115.00	\$ 862.50
2	<b>Project Manager</b>	Level 1	\$ 70.00	\$ 525.00
		Level 2	\$ 80.00	\$ 600.00
		Level 3	\$ 90.00	\$ 675.00
3	<b>Network Server Engineer</b>	Level 1	\$ 70.00	\$ 525.00
		Level 2	\$ 75.00	\$ 562.50
		Level 3	\$ 80.00	\$ 600.00
4	<b>Business Analyst</b>	Level 1	\$ 50.00	\$ 375.00
		Level 2	\$ 60.00	\$ 450.00
		Level 3	\$ 70.00	\$ 525.00
5	<b>Network Application Systems Analyst</b>	Level 1	\$ 65.00	\$ 487.50
		Level 2	\$ 75.00	\$ 562.50
		Level 3	\$ 85.00	\$ 637.50
6	<b>Network Device Systems Analyst</b>	Level 1	\$ 55.00	\$ 412.50
		Level 2	\$ 65.00	\$ 487.50
		Level 3	\$ 75.00	\$ 562.50
7	<b>Network Consultant</b>	Level 1	\$ 80.00	\$ 600.00
		Level 2	\$ 90.00	\$ 675.00
		Level 3	\$ 100.00	\$ 750.00
8	<b>Database Design Analyst</b>	Level 1	\$ 80.00	\$ 600.00
		Level 2	\$ 90.00	\$ 675.00
		Level 3	\$ 100.00	\$ 750.00
9	<b>Network Systems</b>	Level 1	\$ 70.00	\$ 525.00

Award Notice  
 Contract No.: Date

	<b>Programmer</b>			
		Level 2	\$ 80.00	\$ 600.00
		Level 3	\$ 90.00	\$ 675.00
10	<b>Technical Writer</b>	Level 1	\$ 60.00	\$ 450.00
		Level 2	\$ 65.00	\$ 487.50
		Level 3	\$ 70.00	\$ 525.00
11	<b>Network Administrator</b>	Level 1	\$ 60.00	\$ 450.00
		Level 2	\$ 70.00	\$ 525.00
		Level 3	\$ 80.00	\$ 600.00

Remote Telephone Support Pricing

		Monthly Pricing Per Server					
		1-4 Servers	5-10 Servers	11-25 Servers	26-50 Servers	51-100 Servers	101+ Servers
<b>Remote</b>	5 days x 10hrs/day	\$ 50.00	\$ 45.00	\$ 40.00	\$ 35.00	\$ 30.00	\$ 25.00
<b>Telephone</b>	7 days x 24hrs/day	\$ 75.00	\$ 67.50	\$ 60.00	\$ 52.50	\$ 45.00	\$ 37.50
<b>Support</b>	Other	\$ 100.00	\$ 90.00	\$ 80.00	\$ 70.00	\$ 60.00	\$ 50.00

**HOSTING SUPPORT AND PRICING**

Level of Service	Monthly Cost per server / per gb	Annual Cost per server / per gb
<b>Basic</b> - floor space, power, physical security	\$ 1,475.00 (flat fee)	\$ 19,120.00 (includes one-time set up fee)
<b>Intermediate</b> - In addition to basic, includes system administration, back-up's & recovery	\$ 1,853.00 (flat fee)	\$ 24,606.00 (includes one-time set up fee)
<b>Advanced</b> - In addition to basic and inter., includes fully managed solutions with application support.	\$ 2,450.50 (flat fee)	\$ 29,456.00 (includes one-time set up fee)

**DORSET CONNECTS**

Item	Job Skill	Skill Level	Hourly Bill Rate	Daily Bill RATE Based on 7.5 hrs.
1 a	<b>On-Site Support</b>	Network Technician	\$ 48.00	\$ 349.20
1 b		Network Engineer	\$ 74.00	\$ 538.35
1 c		Enterprise Engineer	\$ 89.00	\$ 647.48
1 d		Security Engineer	\$ 95.00	\$ 691.13
2	<b>Project Manager</b>	Level 1	\$ 60.00	\$ 436.50
		Level 2	\$ 73.00	\$ 531.08
		Level 3	\$ 90.00	\$ 654.75
3	<b>Network Server Engineer</b>	Level 1	\$ 73.00	\$ 531.08
		Level 2	\$ 80.00	\$ 582.00

Award Notice  
 Contract No.: Date

		Level 3	\$ 92.00	\$ 669.30
4	<b>Business Analyst</b>	Level 1	\$ 52.00	\$ 378.30
		Level 2	\$ 68.00	\$ 494.70
		Level 3	\$ 79.00	\$ 574.73
5	<b>Network Application Systems Analyst</b>	Level 1	\$ 58.00	\$ 421.95
		Level 2	\$ 72.00	\$ 523.80
		Level 3	\$ 85.00	\$ 618.38
6	<b>Network Device Systems Analyst</b>	Level 1	\$ 55.00	\$ 400.13
		Level 2	\$ 65.00	\$ 472.88
		Level 3	\$ 74.00	\$ 538.35
7	<b>Network Consultant</b>	Level 1	\$ 65.00	\$ 472.88
		Level 2	\$ 79.00	\$ 574.73
		Level 3	\$ 91.00	\$ 662.03
8	<b>Database Design Analyst</b>	Level 1	\$ 68.00	\$ 494.70
		Level 2	\$ 78.00	\$ 567.45
		Level 3	\$ 90.00	\$ 654.75
9	<b>Network Systems Programmer</b>	Level 1	\$ 56.00	\$ 407.40
		Level 2	\$ 67.00	\$ 487.43
		Level 3	\$ 78.00	\$ 567.45
10	<b>Technical Writer</b>	Level 1	\$ 45.00	\$ 327.38
		Level 2	\$ 58.00	\$ 421.95
		Level 3	\$ 71.00	\$ 516.53
11	<b>Network Administrator</b>	Level 1	\$ 54.00	\$ 392.85
		Level 2	\$ 60.00	\$ 436.50
		Level 3	\$ 69.00	\$ 501.98
<b>Note: Day Rates are based on 7.5 hours with a 3% "Day Rate" discount applied.</b>				

		<b>Remote Telephone Support Pricing</b>					
		<b>Monthly Pricing Per Server</b>					
		<b>1-4 Servers</b>	<b>5-10 Servers</b>	<b>11-25 Servers</b>	<b>26-50 Servers</b>	<b>51-100 Servers</b>	<b>101+ Servers</b>
<b>Remote</b>	<b>5 days x 10hrs/day</b>	\$ 64.00	\$ 46.50	\$ 31.50	\$ 24.50	\$ 21.50	\$ 20.00
<b>Telephone Support</b>	<b>7 days x 24hrs/day</b>	\$ 82.00	\$ 60.50	\$ 40.75	\$ 30.50	\$ 25.25	\$ 23.50
	<b>Other</b>	N/A	N/A	N/A	N/A	N/A	N/A

**HOSTING SUPPORT AND PRICING**

<b>Level of Service</b>	<b>Monthly Cost per server / per gb</b>	<b>Annual Cost per server / per gb</b>
<b>Basic</b> - floor space, power, physical security	\$ 0.07/gb	\$ 0.76/gb
<b>Intermediate</b> - In addition to basic, includes system administration, back-up's & recovery	\$ 0.32/gb	\$ 3.80/gb
<b>Advanced</b> - In addition to basic and inter., includes fully managed solutions with application support.	\$ 0.32/gb	\$ 3.80/gb



Award Notice  
Contract No.: Date

**VENDOR—BRANDYWINE TECHNOLOGY**

<b>Item</b>	<b>Job Skill</b>	<b>Skill Level</b>	<b>Hourly Bill Rate</b>	<b>Daily Bill RATE Based on 7.5 hrs.</b>
1 a	<b>On-Site Support</b>	Network Technician	\$47.00	\$352.50
1 b		Network Engineer	\$76.00	\$570.00
1 c		Enterprise Engineer	\$91.00	\$682.50
1 d		Security Engineer	\$115.00	\$862.50
2	<b>Project Manager</b>	Level 1	\$61.00	\$457.50
		Level 2	\$76.00	\$570.00
		Level 3	\$92.00	\$690.00
3	<b>Network Server Engineer</b>	Level 1	\$73.00	\$547.50
		Level 2	\$83.00	\$622.50
		Level 3	\$94.00	\$705.00
4	<b>Business Analyst</b>	Level 1	\$53.00	\$397.50
		Level 2	\$69.00	\$517.50
		Level 3	\$81.00	\$607.50
5	<b>Network Application Systems Analyst</b>	Level 1	\$59.00	\$442.50
		Level 2	\$72.00	\$540.00
		Level 3	\$85.00	\$637.50
6	<b>Network Device Systems Analyst</b>	Level 1	\$56.00	\$420.00
		Level 2	\$66.00	\$495.00
		Level 3	\$74.00	\$555.00
7	<b>Network Consultant</b>	Level 1	\$66.00	\$495.00
		Level 2	\$81.00	\$607.50
		Level 3	\$93.00	\$697.50
8	<b>Database Design Analyst</b>	Level 1	\$69.00	\$517.50
		Level 2	\$82.00	\$615.00
		Level 3	\$94.00	\$705.00
9	<b>Network Systems Progr.</b>	Level 1	\$69.00	\$517.50
		Level 2	\$80.00	\$600.00
		Level 3	\$90.00	\$675.00
10	<b>Technical Writer</b>	Level 1	\$56.00	\$420.00
		Level 2	\$67.00	\$502.50
		Level 3	\$78.00	\$585.00
11	<b>Network Administrator</b>	Level 1	\$45.00	\$337.50
		Level 2	\$58.00	\$435.00
		Level 3	\$71.00	\$532.50

**REMOTE TELEPHONE SUPPORT PRICING**

		Monthly Pricing Per Server					
		1-4 Servers	5-10 Servers	11-25 Servers	26-50 Servers	51-100 Servers	101+ Servers
Remote	5 days x 10hrs/day	\$100.00	\$90.00	\$85.00	\$75.00	\$70.00	\$55.00
Telephone	7 days x 24hrs/day	\$150.00	\$135.00	\$120.00	\$110.00	\$95.00	\$80.00
Support	Other	\$N/A	\$N/A	\$N/A	\$N/A	\$N/A	\$N/A

**HOSTING SUPPORT PRICING**

Level of Service	Monthly Cost per server/gb	Annual Cost per server/gb
<b>Basic</b> -Floor space, power & Physical Security.	\$149.00	\$1788.00
<b>Intermediate</b> -Basic plus system administration, backups & recovery.	\$150.00-\$1500.00	\$1500.00-\$18,000.00
<b>Advanced</b> -Includes basic, intermediate plus fully managed solutions with application support.	\$450.00-\$2500.00	\$6,500.00-\$35,000.00

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**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 Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**9. ORDERING PROCEDURE:**

Award Notice

Contract No.: Date

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. REQUIREMENTS:**

This contract is issued to cover the State of Delaware Requirements for Network Services for all State Agencies and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company.

**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.

**12. PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the first or second optional year(s), the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

**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.

**16. CHANGES:**

After award of the contract, both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

**17. ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Government Support Services, of the State of Delaware.

**18. RESPONSIBILITY FOR DAMAGE AND CARE OF PROPERTY:**

The Contractor will be held financially responsible for any damage to the grounds, buildings, equipment or other work caused by act of omission of him, his subcontractors or employees, or other persons engaged in the performance of the Contract. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level workmanship.

**19. SUPPLIER CLEAN-UP:**

All debris resulting from delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the State Agency Designee.

The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. State owned trash receptacles are not to be used by the vendor without prior approval.

**20. SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications must be completed with reasonable promptness. As used in this section, the State of Delaware shall be the sole judge of the term "reasonable". If the contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

**21. STORAGE OF MATERIALS:**

Every effort shall be made by the Contractor to schedule delivery of materials so that a minimum of storage space is required. The Contractor shall not encumber the premises with his materials and shall store all materials in a place designated by the State Agency or its representative. The State of Delaware will not be in any way responsible for tools or materials used in this work that may be stolen or damaged during the progress of the work.

**22. FUTURE BENEFITS:**

The contractor shall pass on to the State any more favorable terms, conditions and pricing that are driven by market conditions or technological advancement, when such favorable terms, conditions and pricing are based upon executed contracts with other State or other large users of equivalent systems, components or services.