

October 27, 2010

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

FROM: CARMEN HERRERA
IT PROCUREMENT OFFICER
302-739-9683

SUBJECT: **AWARD NOTICE, Addendum # 12, Effective October 28, 2011**
CONTRACT NO. GSS06450-AUDIOVIDEOCNF
AUDIO, VIDEO, WEB CONFERENCING SERVICES AND EQUIPMENT

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OF
KEY CONTRACT INFORMATION**

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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, 2006 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.

This contract has been extended through September 30, 2011.

This contract has been extended through October 31, 2011.

This contract has been extended through November 30, 2011.

3. VENDORS:

VSGi Mark Leibowitz, Account Executive 973.872.6777 mleibowitz@vsgi.com 66 Casties Drive Wayne Pa. 07470	Avi-SPL Integrated Solutions, Inc. David Harvey 780 Fifth Ave, Ste 175 King of Prussia, PA 19406 Direct: 610-270-1612 Cell: 484-784-7277 David.Harvey@avispli.com
Spondulinx LLC Peter Zwarg 303.703.0022 sales@spondulinx.com P.O. 1112 Littleton Co. 80160	Amyanne Barone Account Manager York Telecom Corporation Office: (732) 413-6000 ext 7802 Cell: (908) 309-4972 Email: abarone@yorktel.com www.yorktel.com
The Conference Group Greg Plum greg.plum@conferencegroup.com 877.716.8255, ext.8268 254 Chapman Road Topkis Bldg., Suite 200 Newark, DE 19702	Mr. John Needham Leader Technologies, Inc. 921 Eastwind Drive Westerville, OH 43081 jneedham@leader.com
RoData Inc. Eric Kipnis, VP Senior Sales Executive Office: 888-876-3282 ext. 3133 Fax: 412-782-7155 1601 Mary's Ave #2G-10 Pittsburgh, PA 15215 ekipnis@rodata.com	

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:

This contract will be issued to cover the Audio, Video, Web Conferencing Services and Equipment requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company

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.